Warren County Sheriff's Office



Warren County Treasurer's Office Financial Crime Investigation

Incident #2025-00025920
12/23/2025

Warren County Sheriff's Office

Press Release

Incident Number…..: 2025-25920

Type of Incident …..: Financial Fraud - Larceny

Date of Incident ……..: December 23, 2025

Overview ……..:

On Tuesday December 23, 2025, at approximately 5:00 p.m., Sheriff Jim LaFarr received a call from the Chairman of the Warren County Board of Supervisors, Kevin Geraghty, reporting Warren County was likely the victim of financial fraud. Following this report a team of Sheriff's Office Investigators was sent to the Warren County Treasurer's Office to commence an investigation.

Over the course of several months Sheriff's Investigators, working in conjunction with New York State Police Criminal Investigators and Financial Crimes Investigators, United States Secret Service Agents, the Federal Bureau of Investigations, and members from various other law enforcement agencies, determined that a person alleging to be a representative of Peckham Road Corp contacted the Warren County Treasurer's Office and requested to establish an ACH (automated clearing house) electronic payment vendor account. The account was subsequently established and two electronic ACH payments, totaling approximately 3.3 million dollars, were transmitted to what was later determined to be a fraudulent account.

Between November 10, 2025 and December 8, 2025 a male sounding subject, with a thick foreign accent, placed telephone calls to multiple Warren County Departments on 16 separate occasions. Of the 16 calls, 10 were answered, and 9 of the 10 completed calls were in the Warren County Treasurer's Office. The time frame of the 9 completed calls range from less than 1 minute to approximately 8 minutes in duration.

On November 12, 2025 a male sounding subject, with a thick foreign accent, spoke with an employee of the Warren County Treasurer's Office. During the conversation, pertinent financial and business information regarding accounts with Peckham Industries was disclosed to the caller. The release of such information was determined to likely be a contributing factor of the crime.

On November 13, 2025 an employee of the Warren County Treasurer's Office received a phone call from a male sounding subject with a thick foreign accent. The subject identified himself as a representative from Peckham Road Corp. During this conversation the subject utilized the pertinent information that was obtained from previous conversations with the Treasurer's Office employee. The subject inquired about procedures to change payment methods from paper checks to ACH (automated clearing house) electronic payments. The subject was given instructions on the procedures to establish an ACH account and directed to submit the request to change payment methods through the publicly accessible Warren County website.

Following the telephone call the Warren County Treasurer's Office received an online ACH Authorization Form that listed a company named Peckham Road Corp, a contact name of Rafael Diaz, and a contact phone number of (347) 272-9617. The form requested ACH payments be made to a Discover Bank account. The investigation revealed that the Treasurer's Office was the only County Department that received the ACH Authorization Forms and no member of the Treasurer's Office ever contacted Peckham Industries, or the Warren County Department of Public Works (DPW), to verify the request to modify payment methods or the banking information submitted on the ACH Authorization Form before establishing the new account.

On December 12, 2025 an ACH electronic payment was issued to the Discover Bank Account listed on the ACH Authorization Form in the amount of $2,132,480.23 as payment for a legitimate Peckham Industries invoice. These funds were drawn from a local Arrow Bank Account used by Warren County.

During this time period Warren County had a one million dollar pre-approved maximum transaction limit. Because this transaction exceeded the threshold an Arrow Bank representative contacted the Warren County Deputy Treasurer to review the transaction. The Deputy Treasurer confirmed and approved the transaction.

The transaction was also flagged by the Arrow Bank fraud monitoring system. The alert triggered a second call from an Arrow Bank representative. The call from Arrow Bank was received by the Warren County Deputy Treasurer and the transaction was confirmed and approved. Following the call the $2,132,480.23 ACH transaction was completed.

On December 23, 2025 a second ACH payment was issued to this same Discover Bank account in the amount of $1,225,954.65 as payment for a Peckham Industries invoice. These funds were drawn off the same local Arrow Bank account used by Warren County. Because this transaction also exceeded the one million dollar pre-approved transaction threshold an Arrow Bank representative contacted the Warren County Deputy Treasurer to review the transaction. The Deputy Treasurer confirmed and approved the transaction.

The second transaction was also flagged by the Arrow Bank monitoring system. The alert triggered a call from an Arrow Bank representative. The call from Arrow Bank was received by the Warren County Deputy Treasurer and the transaction was confirmed and approved. Following the call the $1,225,954.65 ACH transaction was completed.

The investigation revealed that the Deputy Treasurer's approvals of both transactions were made without taking any steps to verify the validity of the recently created Peckham Road Corp ACH account or either transaction. Through interviews with Treasurer's Office employees, Investigators learned that the Treasurer's Office did not have any policies or procedures in place to guide employees through ACH account setup, the ACH payment process, or to provide safeguards to Warren County.

Additionally, it was learned that the Treasurer did not provide training to Treasurer's Office employees on proper ACH transaction procedures. In a communication with the Treasurer, the Deputy Treasurer acknowledged she should have validated the recently established

Peckham Road Corp ACH account. In a deposition the Deputy Treasurer stated she was not aware that ACH Authorization Forms generated on the County website can only be viewed by the Treasurer's Office. She further stated that she was never instructed to validate the accuracy of the financial information provided on an ACH Authorization Form. In a communication between the Treasurer and Deputy Treasurer, after the County was a victim of significant financial fraud, the Treasurer directed members of her staff to create draft ACH transaction procedures to provide to the County Attorney for review.

Several Treasurer's Office employees stated to Investigators during interviews that the Treasurer was pushing her staff to start processing payments via ACH transactions. The written depositions of Treasurer's Office employees revealed some had concerns with the implementation of ACH payments. Against recommendations from Treasurer's Office employees, and without formal procedures or employee training, the Treasurer directed her staff to start processing ACH payments.

The investigation also revealed that a County Treasurer in New York State lacks the legal authority under New York State General Municipal Law to enter into a written agreement with a banking institution to complete electronic ACH/wire transactions. The law requires the governing board of the local government, in Warren County the Board of Supervisors, enter into a written agreement that; prescribes the manner in which electronic ACH/wire transfers shall be accomplished, identifies by number and name those accounts from which electronic or wire transfers may be made, identifies which officer or officers are authorized to order the electronic or ACH/wire transfer of funds from those accounts, and must implement security procedures.

During a County meeting on October 23, 2025 the Treasurer was advised by the County Attorney's Office that she lacked the legal authority to enter into electronic ACH/wire transaction agreements without prior authorization from the County Board of Supervisors. She was advised that electronic ACH/wire payments should not be processed until all legal requirements were fulfilled. The Treasurer continued to complete electronic ACH payments against County's legal advice and guidance. And it was not until December 19, 2025 that the Warren County Board of Supervisors officially adopted the Warren County Wire Transfers and E-Banking Policy by Resolution No. 515 of 2025. This was a week after the first fraudulent transaction was completed on December 12, 2025.

On December 23, 2025 Peckham Industries contacted Warren County DPW to inquire about payments they had not received for invoices submitted on December 12, 2025 and December 23, 2025. Warren County DPW contacted the Warren County Treasurer's Office to determine the status of the invoices and were advised both had been paid. Warren County DPW informed Peckham Industries that both invoices had been paid via ACH payments at the request of their representative Rafael Diaz. Peckham Industries informed the Treasurer's Office that they never submitted a request to establish an electronic ACH account and they do not have an employee by the name of Rafael Diaz. Further, it was learned Peckham Industries would never submit a request to receive ACH payments. Based upon this information the Warren County Deputy Treasurer realized the County was likely the victim of a financial crime. Because the $1,225,954.65 transaction was still pending, Arrow Bank was able to freeze the transaction prior to the disbursement of funds. These funds were subsequently returned to Warren County.

Investigators later learned of an email sent by Peckham Industries on July 21, 2025 to their business partners that contained a fraud alert detailing an email phishing attempt by fraudsters to deceive a customer and redirect payments. The Peckham Industries email was sent to various municipalities, including Warren County. Investigators verified that Peckham Industries systems were never compromised. The email was sent as a courtesy to their customers.

Following a lengthy joint criminal investigation Investigators determined the $2,132,480.23 electronic ACH payment sent from Arrow Bank to Discover Bank on December 12, 2025 was received by a seventy year old woman, Patricia R. Laster, in Baldwin County Georgia. Laster was interviewed by Detectives in the Baldwin County Sheriff's Office and confessed to her role in the crimes. Laster served an accomplice, essentially a courier, working with an unknown subject, likely the subject who identified himself to County employees as Rafael Diaz. To date Investigators have not been able to identify the Diaz subject.

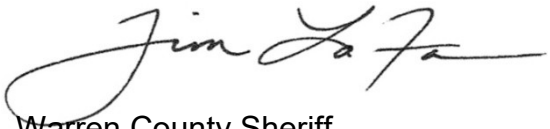
Following the interview of Patricia Laster the Baldwin County Sheriff's Office Detectives worked with a Secret Service Agent in their district, Assistant District Attorneys in the Ocmulgee Judicial District Circuit, and an Assistant United States Attorney to investigate the larceny and make determinations regarding criminal charges. Sheriff LaFarr requested that Patricia Laster be charged, either locally for federally, for all offenses committed in their jurisdiction.

Investigators, working in conjunction with United States Secret Service Agents, worked diligently for several months to locate and recover the $2,132,480.23 stolen from Warren County. To date multiple bank accounts have been identified and all but $48,873.65 has been located. Thus far, $872,823.84 has been returned to the Warren County Treasurer. The remaining $1,259,656.39 has been identified, but due to the time lapse between the date of the first offense and report to law enforcement it is unlikely that the funds will be returned to Warren County.

In August 2026 an Assistant District Attorney from the Ocmulgee Judicial District Circuit advised the Warren County District Attorney's Office that they would not be prosecuting Patricia Laster for the crimes committed in their jurisdiction. The United States Attorney's Office for the Middle District of Georgia also declined to prosecute Laster. Because all of the offenses allegedly perpetrated by Patricia Laster were committed in Georgia the Warren County District Attorney's Office lacks jurisdiction to prosecute.

Investigators will continue to investigate any and all leads that may assist in identifying the suspect known as Rafael Diaz. Absent any new information the Warren County Sheriff's Office investigation into the County financial fraud and theft of funds is closed.

Jim LaFarr



Warren County Sheriff

WARREN COUNTY SHERIFF'S OFFICE INC# 2025-25920

INCIDENT REPORT RECORD

New York State INCIDENT REPORT

1. Agency: WARREN COUNTY S. O. | 2. Division/Precinct: INV | 3. ORI: NY 05600 | 4. [X] Orig [ ] Supp | 5. Case No. | 6. Incident No.: 2025-25920

INCIDENT

7. Report Day	8. Date	9. Report Time	Occurred On/From:	10. Day	11. Date	12. Time	Occurred To:	13. Day	14. Date	15. Time
TUE	12-23-2025	1701	→	FRI	12-12-2025					

16. Incident Type: FINANCIAL CRIMES/LARCENY
17. Business Name: GOV'T WARREN COUNTY TREASURER
18. Weapon(s): --
19. Incident Address (Street No., Street Name, Bldg. No., Apt. No.): 1340 State Route 9
20. City, State, Zip (C [X] T [ ] V): Lake George, New York 12845
21. Location Code: 5756

22. OFF. NO.	LAW	SECTION	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
1	P.L.	155.42	1	B	F	1ST	C	GRAND LARCENY 1ST	1
2									
3									

23. No. of Victims: 1
24. No. of Suspects: 1

A. -- B. -- C. -- D. 07 E. 09 F. -- G. -- H. G I. -- J. -- K. -- L. 41 M. 1 N. --

ASSOCIATED PERSONS

25. Person Type: CO = Complainant OT = Other PI = Person Interviewed PR = Person Reporting WI = Witness NI = Not Interviewed VI = Victim
26. Victim also complainant [ ] Y [ ] N

TYPE/NO	NAME (LAST, FIRST, MIDDLE, TITLE)	Date of Birth	STREET NO., STREET NAME, BLDG. NO., APT. NO., CITY, STATE, ZIP	TELEPHONE NO.
VI1	County of WARREN		1340 State Route 9, Lake George, New York 12845	518-761-6379
PR	NORTON, Christine V		1340 State Route 9, Lake George, New York 12845	518-761-6379
PI	STARK, Monica		1340 State Route 9, Lake George, New York 12845	

VICTIM

27. Date of Birth | 28. Age | 29. Sex [ ] M [ ] F [ ] U | 30. Race [ ] White [ ] Black [ ] Other [ ] Indian [ ] Asian [ ] Unk. | 31. Ethnic [ ] Hispanic [ ] Unk. [ ] Non-Hispanic | 32. Handicap [ ] Yes [ ] No | 33. Residence Status [ ] Temp. Res.- Foreign Nat. [ ] Resident [ ] Tourist [ ] Student [ ] Other [ ] Commuter [ ] Military [ ] Homeless [ ] Unk.

34. Victim DID receive information on Victim's Rights and Services pursuant to New York State Law [X] YES [ ] NO

SUSPECT/MISSING/ARRESTED PERSON

35. Type/No.: UNK | 36. Name (Last, First, Middle) | 37. Alias/Nickname/Maiden Name (Last, First, Middle) | 38. Apparent Condition [ ] Impaired Drugs [ ] Mental Dis [ ] Unk. [ ] Impaired Alco [ ] Inj / Ill [ ] App Norm

39. Address (Street No., Street Name, Bldg. No., Apt. No., City, State, Zip) | 40. Phone No. [ ] Home [ ] Work | 41. Social Security No.

42. Date of Birth | 43. Age | 44. Sex [ ] M [ ] F [ ] U | 45. Race [ ] White [ ] Black [ ] Other [ ] Indian [ ] Asian [ ] Unk. | 46. Ethnic [ ] Hispanic [ ] Unk. [ ] Non-Hispanic | 47. Skin [ ] Light [ ] Dark [ ] Unk. [ ] Medium [ ] Other | 48. Occupation

49. Height | 50. Weight | 51. Hair | 52. Eyes | 53. Glasses [ ] Yes [ ] Contacts [ ] No | 54. Build [ ] Small [ ] Large [ ] Medium | 55. Employer/School | 56. Address

57. Scars/Marks/Tattoos (Describe) | 58. Misc.

PROPERTY

59. Victim or Suspect No.	Property Status	Property Type	Quantity/ Measure	Make or Drug Type	Model	Serial No.	Description	Value
VI1	07	01					ELECTRONIC TRANSFER FUNDS	3.4 million

VEHICLE

60. Vehicle Status | 61. License Plate No. | Full [ ] Partial [ ] | 62. State | 63. Exp. Yr. | 64. Plate Type | 65. Value

66. Veh. Yr. | 67. Make | 68. Model | 69. Style | 70. VIN.

71. Color(s) | 72. Towed By: To: | 73. Vehicle Notes

NARRATIVE

74. SEE ATTACHED ORIGINAL NARRATIVE.

1 2 3 4 5 6 7 8 9 10 11 12 13

ADMINISTRATIVE

75. Inquiries (Check all that apply) [ ] DMV [ ] Want/Warrant [ ] Scofflaw [ ] Crim. History [ ] Stolen Property [ ] Other
76. NYSPIN Message No.
77. Complainant Signature
B use cover sheet

78. Reporting Officer Signature (Include Rank): T-A Cpl U.S.
79. ID No.: 155
80. Supervisor's Signature (Include Rank): Lt. [illegible]
81. ID No.: 139

85. 1 Page of 1 Pages

82. Status [X] Open [ ] Closed (if Closed, check box below) [ ] Unfounded [ ] Victim Refused to Coop. [ ] Arrest [ ] Pros Declined [ ] Warrant Advised [ ] CBI [ ] Juv. - No Custody [ ] Arrest - Juv [ ] Offender Dead [ ] Extrad. Declin [ ] Unk.
83. Status Date: 12-23-2025
84. Notified/TOT: Sheriff

2025-25920

TM COMEAU, UNDERSHERIFF TMC

12-23-2025

ORIGINAL

- 15:29 I received text from county attorney Mr. ELMAN asking if "Christine" contacted our office this afternoon to file a report. (COPY OF TEXT ATTACHED). Writer believes county attorney was speaking about Christine NORTON, County Treasurer.

- 17:01 Received a phone call from County Administrator, which was subsequently disconnected by the Administrator to answer another phone call.

-17:08 Received second phone call from County Administrator requesting police intervention with a financial crimes complaint originating from the Warren County Treasurer's Office.

- Contacted Sheriff LAFARR, apprised him of the situation.

-17:38 Arrived at municipal center, Investigative Sgt. AFFINITO, Inv. MORSE, Inv. MAILLE on scene. Interview with County Treasurer NORTON, Deputy County Treasurer STARK commenced in Treasurer NORTON'S Office. After a brief description of the situation from Treasurer NORTON and Deputy STARK, I excused myself from the interview to avoid any real or perceived conflict that could arise.

Follow up with Investigative SGT AFFINITO, NYSP Financial crimes has been notified and continuing follow up.

Investigation to continue

Warren County Sheriff's Office

Press Release

Incident Number: 2025-25920

Type of Incident: Fraud

Date of Incident: December 23, 2025

Overview:

On Tuesday December 23, 2025, at approximately 5:00 p.m., Warren County Sheriff Jim LaFarr received a call from Kevin Geraghty, the Chairman of the Warren County Board of Supervisors. Chairman Geraghty advised that the Warren County Treasurer's Office may have been the victim of fraud. Following the call a team of Sheriff's Office Investigators were sent to the Treasurer's Office to commence a criminal investigation.

Over the course of two weeks Sheriff's Investigators, working closely with New York State Police Computer Crimes Investigators, U.S. Secret Service Agents, and other members of law enforcement, have determined that a person alleging to be a representative of Peckham Materials Corp. contacted the Warren County Treasurer's Office seeking to establish an ACH (automated clearing house) electronic payment vendor account. A written request to set up the account was submitted to the Treasurer's Office in November

2025 and an ACH vendor account was established by the Treasurer's Office Peckham Materials Corp. using fraudulent account information.

In December 2025 two electronic ACH payments, totaling approximately 3.3 million dollars, were transmitted to this recently established fraudulent account. On December 23, 2025 the County learned of the potential fraud when a legitimate representative from Peckham Materials Corp. contacted the Warren County Department of Public Works to inquire about outstanding invoice payments. Investigators verified that these two payments were sent

to a fraudulent account and confirmed Warren County was the victim of fraud. This incident did not involve a sophisticated or elaborate computer crime. It involved basic fraudulent tactics that could have been prevented through the use of proper financial safeguards and protocols.

As of Friday January 2, 2025 approximately 1.2 million dollars, of the approximately 3.3 million dollars stolen, was recovered and returned to Warren County. Investigators have identified a person of interest relating to this crime and are actively working to gather evidence, conduct interviews, and locate the remaining stolen funds. The Sheriff's Office investigation is ongoing.

Press Release 2025-25920

On Tuesday December 23, 2025, at approximately 5:00 p.m., Warren County Sheriff Jim LaFarr received a call from Kevin Geraghty, the Chairman of the Warren County Board of Supervisors. Chairman Geraghty advised that the Warren County Treasurer's Office may have been the victim of fraud. Following the call a team of Sheriff's Office Investigators were sent to the Treasurer's Office to commence a criminal investigation.

Over the course of two weeks Sheriff's Investigators, working closely with New York State Police Computer Crimes Investigators, U.S. Secret Service Agents, and other members of law enforcement, have determined that a person alleging to be a representative of Peckham Materials Corp. contacted the Warren County Treasurer's Office seeking to establish an ACH (automated clearing house) electronic payment vendor account. A written request to set up the account was submitted to the Treasurer's Office in November 2025 and an ACH vendor account was established by the Treasurer's Office Peckham Materials Corp. using fraudulent account information.

In December 2025 two electronic ACH payments, totaling approximately 3.3 million dollars, were transmitted to this recently established fraudulent account. On December 23, 2025 the County learned of the potential fraud when a legitimate representative from Peckham Materials Corp. contacted the Warren County Department of Public Works to inquire about outstanding invoice payments. Investigators verified that these two payments were sent to a fraudulent account and confirmed Warren County was the victim of fraud. This incident did not involve a sophisticated or elaborate computer crime. It involved basic fraudulent tactics that could have been prevented through the use of proper financial safeguards and protocols.

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NEW YORK STATE | State Police

INVESTIGATIVE REPORT

QUEENSBURY BCI

INCIDENT SUMMARY:

Case Number: [redacted]
Incident Type: BCI - CRIMINAL INVESTIGATION
Incident Date/Time (24): 11/13/2025 10:45
Reported Date/Time (24): 12/23/2025 14:32
Call Code: FRAUD
Address: 1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845
Investigative status: INVESTIGATION PENDING
Supervisory Checklist: INCIDENT GEF
Adminstrative Summary:

Source: 10 DIGIT PHONE LINE
CTV: T/QUEENSBURY - 5757
Car #: 2G51
County: WARREN
Status Date : 12/23/2025

NIBRS OFFENSE(S):

Bias: None (no bias)

Offense: PL, 155.42, 01, Grand Larceny 1: Property Value Exceeds $1,000,000 (F, B, Deg 1)
NIBRS Code: Theft (23)
Location Type: Government office
Suspected Of Using: Did not use computer equipment
BCI Case: Yes
Completion: Completed

Offense: PL, 175.05, 01, Falsify Business Records:Make False Entry (M, A, Deg 2)
NIBRS Code: Counterfeiting/forgery (250)
Location Type: Government office
Suspected Of Using: Did not use computer equipment
BCI Case: Yes
Completion: Completed

INVOLVED UNITS AND OFFICERS

Primary Inv. Unit: QUEENSBURY BCI
Secondary Inv. Unit: QUEENSBURY UNIFORM

Initiating : #4896 NOLAN, CAITLIN R.
Investigating : #3035 LOVELAND, JOSHUA L.

COMPLAINANT/VICTIM(S):

Name: [redacted]
Gender: FEMALE
Classification: COMPLAINANT/REPORTING PARTY
Residential Address:
Business Address: 1340 STATE ROUTE 9 LAKE GEORGE, NEW YORK 12845
Telephone: (Cell phone)
DOB:
Race/Ethnicity: WHITE - NON-HISPANIC

Name: [redacted]
Classification: COMPLAINANT/REPORTING PARTY; VICTIM
Business Address: 1340 STATE ROUTE 9 LAKE GEORGE, NEW YORK 12845
Telephone: (518) 761-6375

SUSPECT(S):

Name: [redacted]
DOB: UNKNOWN
Gender: MALE
Race/Ethnicity: UNKNOWN - UNKNOWN
Classification: SUSPECT

INVOLVED PROPERTY:

Item #	Barcode #	Classification	Description
	UNTAGGED	Stolen	(Government checks (not endorsed)) - $2132480.23 stolen in a wire transfer - Value: 2,132,480.23
	UNTAGGED	Counterfeit/forged	Quantity: 1 Type: Documents - Forged, counterfeit document, - Forged AOH Authorization Form

ACTION ENTRY(S):

Date of Action	Action Entry Type	Officer Name & Rank
12/23/2025 14:32	Initial entry	#4896 NOLAN, CAITLIN R.

INTIAL ENTRY

Per COMSEC, I was dispatched to [redacted] for a fraud complaint.

Warren County Treasurer's Office, Deputy Treasurer, [redacted], called to report that on 11/13/2025 at 10:45am, they received a ACH Authorization Form from an individual acting as a representative of Peckham Industries. The funds were wired to a Discover Bank account on December 12, 2025 for a total amount of $2,132,480.23 The Treasurer's Office was notified today that they never received the money sent nor did they send in a ACH Authorization Form for the funds. Additionally, they stated that the individual that put the request, [redacted], in does not work for their company. The Treasurer's Office was advised to complete a IC-3. I completed an Incident Verification Form and provided it to the complainant.

Investigator Loveland advised.

Investigation pending.

Date of Action	Action Entry Type	Officer Name & Rank
12/24/2025 08:02	BCI case adoption	#3035 LOVELAND, JOSHUA L.

BCI CASED ADOPTION

I was informed by Trooper Nolan that she was dispatched to investigate a potential fraud of money estimated to be over 2 million dollars. She was instructed by myself and Senior Investigator Noto to have the complainant file a grievance with IC3.gov and ascertain a time to be deposed of the incident.

Date of Action	Action Entry Type	Officer Name & Rank
12/24/2025 08:46	Follow-up	#3035 LOVELAND, JOSHUA L.

WCSO

WCSO TO HANDLE COMPLAINT

I contacted Detective Sergeant Affinito after being informed by Investigator Mound that the Warren County Sheriffs Office was handling the case. During the call DS. Afinito confirmed that the WCSO would be handling the investigation of the case.

ENCLOSURE(S):

Reports	Author	Involved Person	Report Date/Time (24)
[redacted]	#4896 NOLAN, CAITLIN R.		12/23/2025 18:14

CF-8 (Rev 08/24)

Report of Incident Verification

Incident #: NY2501294886 | Incident Date: 11/13/2025

NOTICE: This form is to be given to the crime victim or complainant ONLY. It will serve as verification that this incident was reported to the New York State Police. The Injury, Property Damage, Property Loss (Missing or Stolen), and Associated Monetary Values indicated below represent information supplied to us by the victim, complainant, owner, or representative. If an Incident Report is submitted, attach this form as an enclosure. Otherwise, retain with case notes

This is NOT an Incident Report or Criminal Investigation Report

DO NOT LIST ANY SUSPECTS OR ARRESTED PERSONS ON THIS FORM

Incident Details

Investigating Member (Last, First, MI)	Rank	Troop	Station
Nolan, Caitlin, R.	Trooper	G	SP Queensbury

Date Reported	Time Reported	Location or Address of Reported Incident
12/23/2025	2:23 pm	1340 State Route 9, Lake George, NY 12845

Type of Incident Reported: **Grand Larceny 1st Degree and Falsifying Business Records**

Person Details

Name (Last, First, MI)	Complainant	Victim	Owner	Rep. of Owner
Stark, Monica, I.	☑	☐	☐	☐

Address	City	State	Zip
1340 State Route 9	Lake George	NY	12845

Synopsis of Report Made by Complainant (Check boxes that apply)

Injury ☐	Type:			
	Sustained by:	Criminal Act ☐	Accidental Act of Other ☐	
		Reckless/Negligent Act of Other ☐	Trip/Slip/Fall ☐	
Damage ☐	Type:		Value:	
Theft ☑	Property Stolen: Money			
	Total Value of Property: $ 2,132,480.23			
	List Property Recovered:			
	List Damages to Property Recovered:			

Brief Synopsis/Additional Information: (*REMINDER: DO NOT LIST ANY SUSPECTS OR ARRESTED PERSONS*)

Warren County Treasurer's Office reported that on 11/13/2025 at 10:45am, they received a ACH Authorization Form from an individual acting as a representative of Peckham Industries. The funds were wired to a Discover Bank account on December 12, 2025 for a total amount of $2,132,480.23 The Treasurer's Office was notified today that they never received the money sent nor did they sent in a ACH Authorization Form for the funds. Additionally, they stated that the individual that put the request in does not work for their company. Treasurer's Office was advised to complete a IC-3 which was completed.

Signature of Member Completing Form: Trooper Caitlin R. Nolan — Digitally signed by Trooper Caitlin R. Nolan Date: 2025.12.23 10:14:19 -05'00'

Central Records Bureau Verification:

*For further information on how to request copies of reports, go to: http://troopers.ny.gov/foil-requests.

United States Secret Service

CASE SUMMARY

Case Number: 120-763-9519
Case Title: Laster, Patricia
Case Status: Open

Controlling Field Office:	ALBANY, NY RESIDENT OFFICE(120)
Initiated/Established:	12/29/2025
USSS Lead:	[X]
Judicial:	[ ]
Computer Used:	[X]
Case Origin:	Public Sector
Primary Case Type:	763.000 - WIRE FRAUD
Secondary Case Types:	763.200 - WIRE FRAUD - BUSINESS EMAIL COMPROMISE TRANSFER
Case Priority Grouping:	848.930 - CRIMES INVOLVING USE OF EMERGING TECHNOLOGY 848.950 - CRIMINAL, MISCELLANEOUS - MULTI-DISTRICT INVESTIGATION
Previous Case Numbers:	No previous case numbers.
Loss Amount:	$ 3,358,434.88
Location:	Lake George, New York, United States of America

Victims: 1 Accounts: 3 Access Devices:

Agents

Agent Assigned	Date Assigned	Currently Assigned
JOHNNY CALLAHAM	12/30/2025	X

Case Justification

Warren County Government was defrauded for $3,358,434.88 via an ACH fraud scheme.

Funds are available for seizure at one of the recipient banks.

Attachments

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

Report ID: 20260120101145000058333

AGENCY ORI
GA0050000

CASE NUMBER
202527799

CAD NUMBER

Event

INCIDENT LOCATION	STATE	ZIP	ZONE		Loc. Code	
283 Coopers Road, Milledgeville	GA	31061	2	2		

INCIDENT DATE	TIME		DATE	TIME	DAY OF THE WEEK (INCIDENT):	Description
08/01/2025	17:00	TO	12/29/2025	17:00		

WEATHER CONDITIONS	DISCOVERED BY	CARGO THEFT INVOLVED?
	COMPLAINANT	☐ Yes ☒ No

State/GCIC

OCA: | ACTION: | PERSON ☐ | WARRANT ☐ | VEHICLE ☐ | ARTICLE ☐ | BOAT ☐ | GUN ☐ | SECURITIES ☐

Administration

EVIDENCE COLLECTED?	Y	PHOTOS TAKEN?	N	FOLLOW UP - PATROL?	N	CLEARANCE DATE	
PRINTS TAKEN?	N	COMPLAINT UNFOUNDED?	N	FOLLOW UP - DETECTIVES?	Y	CASE STATUS	ACTIVE
BIO./DNA EVIDENCE?	N	WILLING TO PROSECUTE?	U	RESPONSE CODE		TOTAL OFFENDERS	
BODY CAMERA USE?	N	IN CAR CAMERA USE?		TASER USE?			

REPORT DATE/TIME	12/29/2025	15:00	COMPSTAT ☐	REVIEWED BY	9 JOSEPH KING
REPORTING OFFICER	96	MICHAEL BURRELL		REVIEWED DATE	01/05/2026
VEHICLE NUMBER				DIVISION ASSIGNED	
APPROVING OFFICER	9	JOSEPH KING		ASSIGNED DATE	
APPROVED DATE	01/02/2026			INVESTIGATOR ASSIGNED	96 MICHAEL BURRELL
				ASSIGNED DATE	12/29/2025

Offense # 1

OFFENSE STATUTE:	OFFENSE DESCRIPTION:	COUNTS:	OFFENSE STATUS:
8	SCAM		Completed

NIBRS OFFENSE CODE:	OFFENSE DESCRIPTION:
26A	Fraud: False Pretenses/Swindle/Con

OFFENSE LOCATION:	HATE CRIME:	Bias Motivations: (1) 88-None (No Bias)
58-Cyberspace	☐ Yes ☐ No	(2)
Drug Related?	Drug Type:	(3)
☐ Yes ☐ No	-	(4)
		(5)

Offender Suspected of Using: (Choose up to 3)
☐ Alcohol ☐ Drugs/Narcotics ☐ Computer Equipment ☒ Not Applicable

IF BURGLARY, METHOD OF ENTRY:
(For Burglary Only) NUMBER OF PREMISES:

Gang Related? ☐ Yes ☐ No | Gang Name:

WEAPON TYPE/FORCE USED: (Can list up to 3)	AUTOMATIC WEAPON: (Can only be YES if firearm)	TYPE OF CRIMINAL ACTIVITY: (Can list up to 3)
(1)	☐ Yes ☐ No	(1)
(2)	☐ Yes ☐ No	(2)
(3)	☐ Yes ☐ No	(3)

Property/Vehicle

CATEGORY	QTY	BRAND	MODEL
MONEY			

ITEM SIZE: | COLOR: | DESCRIPTION:

SERIAL NO.: | RECEIPT NO.: | ITEM NO.: | ☒ VALUE UNKNOWN

OFFENSE: FRAUD: FALSE PRETENSES/SWINDLE/CON | DISPOSITION: | DATE STOLEN: | VALUE:

☒ STOLEN ☐ RECOVERED ☐ LOST ☐ FOUND ☐ NONE ☐ BURNED ☐ SEIZED

☐ UNKNOWN ☐ COUNTERFEITED/FORGED ☐ DESTROYED/DAMAGED/VANDALIZED ☐ EVIDENCE

RECOVERED QTY. | DATE RECOVERED | RECOVERED VALUE

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

AGENCY ORI
GA0050000

CASE NUMBER
202527799

CAD NUMBER

Report ID: 20260120101145000058333

Person #1

[X] COMPLAINANT [ ] VICTIM [ ] WITNESS [ ] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	CENTURY BANK & TRUST,	HEIGHT		RACE	
ADDRESS		WEIGHT		ETHNICITY	
CITY, ST, ZIP		HAIR		SEX	SSN
HOME PHONE		EYES		DOB	AGE
CELL PHONE					
EMAIL		RESIDENT STATUS			
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

Person #2

[ ] COMPLAINANT [X] VICTIM [ ] WITNESS [ ] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	LASTER, PATRICIA	HEIGHT		RACE	UNKNOWN
ADDRESS		WEIGHT		ETHNICITY	UNKNOWN
CITY, ST, ZIP	MILLEDGEVILLE, GA 31061	HAIR		SEX	FEMALE
HOME PHONE		EYES		DOB	AGE
CELL PHONE					UNKNOWN
EMAIL		RESIDENT STATUS	RESIDENT		
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

TYPE OF VICTIM: INDIVIDUAL

VICTIM SEQUENCE #: 1

OFFENSE(S) AGAINST VICTIM - NIBRS CODE(S)

OFFENSE NUMBER 1

26A - FRAUD: FALSE PRETENSES/SWINDLE/CON

VICTIM CIRCUMSTANCES

AGGRAVATED ASSAULT/ HOMICIDE CIRCUMSTANCES (Up to 2 may be reported)	NEGLIGENT MANSLAUGHTER (Only 1 may be reported)	JUSTIFIABLE HOMICIDE	ADDITIONAL JUSTIFIABLE HOMICIDE CIRCUMSTANCES (1 is submitted if an item in 54C is selected)

INJURY TYPE(S) (List up to 5)

VICTIM TO OFFENDER RELATIONSHIP - The number(s) in the box(es) below refer to the offender sequence number(s)

OFFENDER 1

RU - RELATIONSHIP UNKNOWN

Person #3

[ ] COMPLAINANT [ ] VICTIM [ ] WITNESS [X] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	UNKNOWN,	HEIGHT		RACE	UNKNOWN
ADDRESS		WEIGHT		ETHNICITY	UNKNOWN
CITY, ST, ZIP		HAIR		SEX	UNKNOWN
HOME PHONE		EYES		DOB	AGE
CELL PHONE					UNKNOWN
EMAIL		RESIDENT STATUS	UNKNOWN		
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

AGENCY ORI
GA0050000

Report ID: 202601201011450000058333

CASE NUMBER
202527799
CAD NUMBER

Narrative

Type of Narrative	Reporting Officer	Statement Date	Statement Time
Narrative	96 Michael Burrell		

12/29/2025 (Monday)

I was contacted by Cindy Hill at Century Bank and Trust in reference to a scam with an elderly female, Patricia Laster.
I made contact with Hill, who advised she believed Laster was getting scammed and was washing money through her Century Bank and Trust account.
Hill advised she was contacted by the Albany, NY office of the United Stated Secret Service, in reference to a money laundrying case they were working tied to a Discover Bank account with deposits into Laster's Century Bank and Trust account.
Hill provided me with bank statements and contact emails for the USSS agent working the case.

See Detective case file for further.

Maille, Nicholas R.

From: Michael Burrell <cburrell@baldwinsheriff.com>
Sent: Tuesday, January 20, 2026 10:13 AM
To: Maille, Nicholas R.
Subject: RE: Warren County Fraud
Attachments: 202527799.pdf

Warning: Unusual sender <cburrell@baldwinsheriff.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Here is the initial incident report. I won't have a complete case file report until we are finished. I sent the Axon link just a bit ago.

Detective Michael C. Burrell
Baldwin Co. Sheriff's Office
119 Old Monticello Road
Milledgeville, GA 31061
Office: (478) 445-1445
Fax: (478) 445-7109

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 20, 2026 8:41 AM
To: Michael Burrell <cburrell@baldwinsheriff.com>
Subject: Warren County Fraud

Good Morning Detective Burrell, I just wanted to check in again to see if you were able to e-mail the axon link for the BWC footage in regards to our fraud investigation up here in Warren County NY? If you are able I would also like to obtain any reports that have been completed to add to my case file up here as we are looking to wrap up our part of the investigation.

Thank you,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

(518) 743-2576

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Maille, Nicholas R.

From: Axon <noreply@evidence.com>
Sent: Tuesday, January 20, 2026 9:06 AM
To: Maille, Nicholas R.
Subject: Evidence.com - Evidence Download Link

Warning: Unusual sender <noreply@evidence.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Axon - Warren County Sheriff's Dept. - NY

Evidence.com - Evidence Download Link

Hello Nicholas Maille (Badge ID: 423),

Chris Burrell (Badge ID: **96**) from **BALDWIN COUNTY SHERIFF'S DEPT.** (https://baldwincso.evidence.com) has sent you a link to download evidence on Evidence.com After clicking on the link below you will download **1** zip or iso files containing the requested evidence. This download may take a while depending on your internet connection.

Please note that your access to this link will expire on January 23, 2026 09:05:32 (-05:00).
Afterwards, you will need to contact the sender to request access.

Download link:
[Click here to download]

Thank you,
The Axon Team

SECURITY NOTICE: Axon will not send you emails that request your username, password, or any other sensitive information. If you receive an email requesting information, it is most likely an attempt to gain access to your account. Furthermore, please verify that any hyperlinks in the message above begin with the proper URL e.g. "https://agencyname.evidence.com". Please forward emails that appear suspicious to help@evidence.com.

Baldwin County, GA

Summary

Parcel Number	025A 037
Location Address	
Legal Description	HWY 243 & TRACT B DB 1326-493 PB 36-55
	(Note: Not to be used on legal documents)
Class	R3 - Residential Lots
	(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	(01) BALDWIN COUNTY
Millage Rate	24.37
Acres	2.2
Neighborhood	0 - HARD 101
Homestead Exemption	Y SCLFX, FX
Landlot/District	
Parent Parcel	

Owner

LASTER PATRICIA R
283 COOPERS RD
GORDON GA 31031

Owner Info Last Updated 10/28/2025
January 1, 2026 Owner
LASTER PATRICIA R

Land

Description	Soil Productivity	Acres	Base Size	Base Rate	Incr / Decr	Land Value
SMALL PARCELS	SP1	2.2	1	4250	4250 / 4250	$11,220

Residential Improvement Information

Card	1
Style	SINGLE FAMILY DETACHED
Heated Square Feet	1448
Interior Walls	
Exterior Walls	WOOD
Attic	NO ATTIC
Basement Square Feet	0
Basement	NONE
Year Built	1948
Heating Type	CENTRAL HEAT/AC
Number of Rooms	2
Number of Bedrooms	2
Number of Full Bathrooms	1
Number of Half Bathrooms	0
Number of Plumbing Extras	2
Condition	

Additions

Card 1

Line	Lower	First	Second	Third	Area	Value
0					1448	0
1		OP - OPEN PORCH			160	2,700
2		PT - PATIO			120	900
3		PT - PATIO			72	500
4		DK - DECK			16	200

Accessory Information

Card 1

Description	Year Built	Dimensions/Units	Identical Units	Value
Carport Pre-Fab No Slab	1992		1	$0
Pole Shed	1993		1	$0
Carport Pre-Fab No Slab	2008		1	$0
Utility Building	2008		1	$0
SITE IMP: AVG	2016	1 x 1	1	$5,390
AP2 POLE SHED WD 4 SIDES	1993		1	$0

Sales Information

Date	Book	Page	Instr Type	Sale Validity	Grantor	Grantee	Price	Qualified	Instrument Number	Transfer Number	Recording
6/18/2018	1326	493		CS-Changed After Sale	GLADIN DOUGLAS M JR & DOUGLAS M SR	LASTER PATRICIA R	$92,500	Unqualified			1326 493
2/9/2010	1013	238		FM-Fair Market Value	HALL SAMMY	GLADIN DOUGLAS M JR & DOUGLAS M SR	$42,500	Qualified			1013 238
10/8/2009	1002	460		QC-Quit Claim	BENTLEY ALICE H	HALL SAMMY TO ESTATE OF HALL MARY A	$0	Unqualified			1002 460
4/18/2008	939	2		ES-Estate	ETHERIDGE SHELBY & MARY A H ESTATE	HALL SAMMY	$0	Unqualified			939 2

Recent Sales In Area

Sale date range:

From: 01/26/2 To: 01/25/2

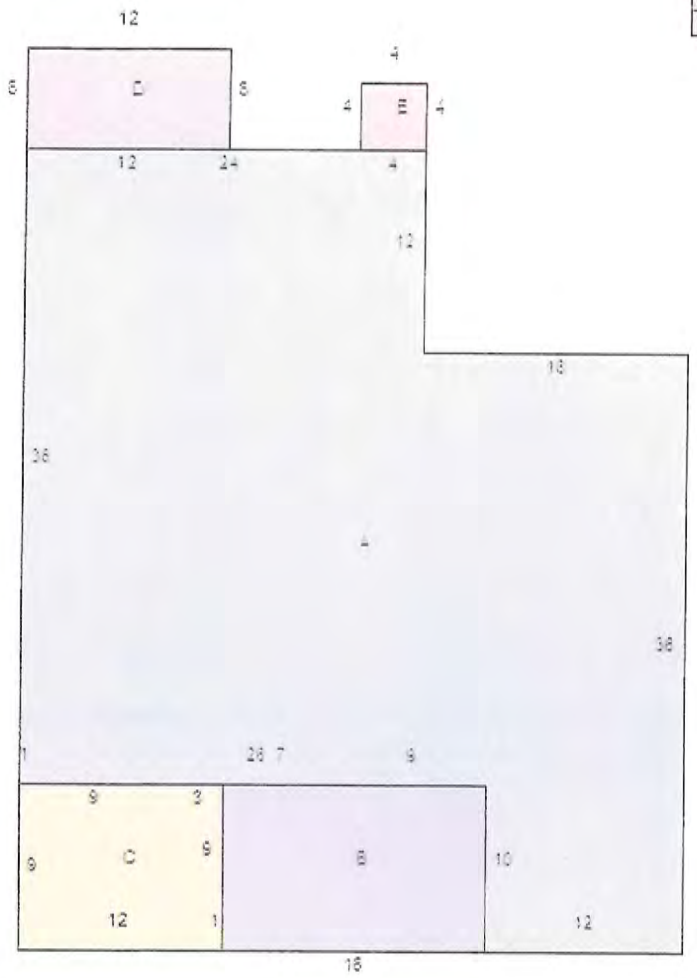
Distance: 1500 Units: Feet

Assessment Information

	2026	2025	2024	2023	2022	2021
LUC	RUR	RUR	RUR	RUR	RUR	RUR
Class	R3	R3	R3	R3	R3	R3
+ Land Value	$11,220	$11,220	$11,220	$9,350	$9,350	$9,350
+ Building Value	$131,980	$131,980	$131,980	$99,280	$101,390	$82,180
= Total Value	$143,200	$143,200	$143,200	$108,630	$110,740	$91,530
Assessed Value	$57,280	$57,280	$57,280	$43,452	$44,296	$36,612

Sketches

	Room Type	Area
	A Main Area	1448
	B OPEN PORCH	160
	C PATIO	120
	D PATIO	72
	E DECK	16



No data available for the following modules: Assessment Appeals Process, Prebill Mobile Homes, Commercial Improvement Information, Interior/Exterior Information, Other Features, Photos.

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 1/23/2026, 5:02:52 AM

SCHNEIDER GEOSPATIAL



LexisNexis

Accurint® for Law Enforcement

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State. The criminal record data in this product or service may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected.

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Your DPPA Permissible Use: Court, Law Enforcement, or Government Agencies
Your Secondary DPPA Permissible Use: No Permissible Purpose
Your GLBA Permissible Use: Law Enforcement Purposes
Your DMF Permissible Use: No Permissible Purpose

Law Enforcement Report

Date: 01/26/26

Report processed by:
Warren County Sheriff's Office - New York
Law Enforcement Division
Lake George, NY 12845-3436
518-743-2500 Main Phone
518-743-2519 Fax

Report Legend:
S - Shared Address
D - Deceased
✔ - Probable Current Address

Indicators
Bankruptcy: No
Property: No
Corporate Affiliations: No

Subject Information: (Best Information for Subject)
Name: PATRICIA LASTER
SSN:
Age: 0

Others Associated With Subjects SSN:
(DOES NOT usually indicate any type of fraud or deception)
[None Found]

Comprehensive Report Summary:

Names Associated With Subject:
None Found
Others Associated With Subjects SSN:
None Found
Address Summary:
1 Found
Active Address(es):
1 Found
Previous & Non-Verified Addr:
None Found
Real-Time Phones:
None Found
Possible Criminal Records:
None Found
Sexual Offenses:
None Found

Driver's Licenses:
None Found

Motor Vehicles Registered:
None Found

Concealed Weapons Permit:
None Found

DEA Controlled Substances:
None Found

People at Work:
None Found

Professional Licenses:
None Found

FAA Certifications:
None Found

FAA Aircrafts:
None Found

Watercraft:
None Found

Voter Registration:
None Found

Hunting/Fishing Permit:
None Found

Bankruptcies:
None Found

Liens and Judgments:
1 Found

UCC Filings:
None Found

Possible Properties Owned:
None Found

Possible Associates:
None Found

Possible Relatives:
1st Degree - None Found
2nd Degree - None Found
3rd Degree - None Found

Neighbors:
1st Neighborhood - 2 Found

Source Information:
4 Found

Address Summary:

Active Address(es):

, GA 31061-3670, BALDWIN COUNTY (Feb 2024 - Apr 2025)

Name Associated with Address:
PATRICIA LASTER

Property Ownership Information for this Address

Property:
Parcel Number - 025A-037
Book - 1033
Page - 421
Owner Name: DOUGLAS M GLADIN LexID: 944811232
Property Address - MILLEDGEVILLE, GA 31061-3670, BALDWIN COUNTY

Owner Address: GA 31061-9395, BALDWIN COUNTY
Sale Date - 05/27/2010
Loan Amount - $73,600
Data Source - A

Neighborhood Profile (2010 Census)
Average Age: 50
Median Household Income: $53,814
Median Owner Occupied Home Value: $135,494
Average Years of Education: 11

Previous And Non-Verified Address(es):
[None Found]

Real-Time Phones: Search More Phones
[None Found]

Possible Criminal Records:
[None Found]

Sexual Offenses:
[None Found]

Driver's License Information:
[None Found]

Motor Vehicles Registered To Subject:

[None Found]

Concealed Weapons Permit:
[None Found]

DEA Controlled Substances:
[None Found]

People at Work:
Maximum 50 People at Work records returned

[None Found]

Professional License(s):
[None Found]

FAA Certifications:
[None Found]

FAA Aircrafts:
[None Found]

Watercraft:
[None Found]

Voter Registration:
[None Found]

Hunting/Fishing Permit:
[None Found]

Bankruptcies:

[None Found]

Liens and Judgments:

Filing Number: 20231078CC
Filing Type: SMALL CLAIMS JUDGMENT
Location: BALDWIN MAGISTRATE COURT - MILLEDGEVILLE
State: GA
Filing Number: 20231078CC
Filing Type: SMALL CLAIMS JUDGMENT RELEASE
Location: BALDWIN MAGISTRATE COURT - MILLEDGEVILLE
State: GA
Original Filing Date: 2/19/2024
Release Date: 4/4/2025
Amount: $988
Debtor Name: LASTER, PATRICIA
Debtor LexID: 267347094413
Debtor SSN:
Debtor Address: MILLEDGEVILLE, GA 31061-8570
Creditor: LVNV FUNDING LLC

UCC Filings:
[None Found]

Possible Properties Owned by Subject:
[None Found]

Possible Associates:

[None Found]

Possible Relatives:

[None Found]

Neighbors:

Neighborhood:
- 293 COOPERS RD SW, MILLEDGEVILLE, GA 31061-8570, BALDWIN COUNTY (Feb 2024 - Apr 2025)

Redefook:

/, MILLEDGEVILLE, GA 31061-9728, BALDWIN COUNTY (1983 - Dec 2025)

Residents:

ALMA IVEY BETHEA LexID: 198718758 DOB: /
Issued in Georgia between 1/1/1930 and 12/31/1981
*SSN belongs to a person reported as deceased.

EDWIN LEE KIRKLAND JR LexID: 401394421 11 DOB:
Issued in Georgia between 1/1/1977 and 12/31/1978

BRITON JOSHUA KIRKLAND LexID: 240456835528 DOB:
Issued in Georgia between 7/2/2005 and 2/1/2006

MILLEDGEVILLE, GA 31061-9571, BALDWIN COUNTY (Nov 2015 - Dec 2025)

Residents:

DAVID BRUCE JONES LexID: 1271871075 DOB:
Issued in Georgia between 1/1/1967 and 12/31/1967

DAWN M JONES LexID: 1776279131 DOB:
Issued in Georgia between 1/1/1967 and 12/31/1967

MANITA B B FOLENDORE LexID: 831381467 DOB:
Issued in Georgia between 1/1/1936 and 12/31/1951

DAWN JONES LexID: 194221089937

Current phones listed at this address:

- EST JONES SHANA L

Source Information:

All Sources	2 Source Document(s)
Liens and Judgments	2 Source Document(s)

CASE NARRATIVES
&
SUPPLEMENTAL
REPORTS

INV NICHOLAS
MAILLE

Nicholas Maille

Investigator

Incident # 2025-25920

12/23/2025

Supplemental

**********AMENDED**********

I responded to the Warren County Treasurer's Office at the request of Inv Sgt Affinito for a possible fraud/larceny complaint. Myself, Inv Morse and Inv Sgt Affinito spoke with Warren County Treasurer Christine V Norton D.O.B . . and her Deputy Treasurer Monica I Stark D.O.B . . . We were advised that in the summer of 2025 Warren County implemented a new ACH authorization program in order to pay their vendors via electronic payments if this was requested through the vendor.

On November 13, 2025 they stated that Ellen Rose who is employed at the Accounts Payable position for Warren County received a phone call from a person identifying themselves as Rafael Diaz. They stated that Rafael identified himself as an employee of Peckham Industries whom the county has several large contracts with. They advised that Rafael wished to have the payments for Peckham Industries changed from a paper check to an ACH. He was advised on the phone by Ellen Rose on how to go to the county run website and complete the provided form. This form was completed on 11/13/2025 with the name Rafael Diaz and an e-mail of rdiaz@peckhamindustries.com.

On 12/12/2025 an ACH payment was made to a Discover Bank account provided by Rafael Diaz on the ACH submission form to Peckham Industries in the amount of $2,132,480.23. This payment was to satisfy a true and accurate invoice that was submitted by Peckham Industries.

On today's date Monica Stark was notified by the Warren County DPW that Peckham Industries had contacted their office inquiring about the status of the invoice for $2132,480.23. Monica advised that this payment was sent via ACH as requested by them. It was then determined that Rafael Diaz was not an employee from Peckham Industries and that the e-mail provided was not a correct e-mail used for their business. They also confirmed that the Discover Bank account the payment was deposited into did not belong to them.

INV NM 425

We were then advised that the NYSP had already been contacted earlier in the day prior to our notification along with the FBI and a IC3 was completed.

I began obtaining a statement from Christine Norton and Inv Morse obtained one from Monica Stark along with all supporting documentation. After completing the deposition, I was advised by Christine Norton that Larry Elmen (Warren County Attorney) had also made a report with the Secret Service in regards to this incident. I notified Inv Sgt Affinito of this new disclosure as well at this time.

I have advised Christine Norton and Monica Stark that I will require copies of all text messages and e-mail correspondence in regards to this incident. Both have advised that the will compile these and get them turned over as soon as possible.

I will also be attempting to get deposition from Ellen Rose who has been unavailable as of 12/26/2025 due to office closures for the Holiday's.

INV NR #423

Nicholas Maille

Investigator

Incident # 2025-25920

12/23/2025

Supplemental

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Inv MR 493

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Christine V Norton, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6379; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am currently employed as the Treasurer for Warren County a position I have held since 01/02/2024. On today's date 12/23/2025 at approximately 12:43 P:M I received a text message from my Deputy Treasurer Monica Stark stating that we needed to talk ASAP and that there was an issue. I arrived at the office around 1:00 P:M. I then spoke with Monica who told me that we had an issue with a $2,132,480.23 ACH for Peckham Industries who is one of our DPW vendors. She stated that she had processed this on 12/12/2025 and that Dan Donahue (Warren CountyAccountant) had shown her how to do it. At this point Monica thought that this ACH had been approved through the normal DPW and through the Audit Dept and that we were the final step in making the payment. Neither Monica nor Dan Donahue had questioned the validity of the ACH request because they had already thought that it had gone through the approval process. Monica had told me that Peckham Industries had called today and were looking for their $2,132,480.23 Million check. Monica had told them that it had already been paid via ACH. Peckham's had told her that they had not received it nor did they request this to be paid by ACH. Monica then told me that she had validated through our bank accounts that the $2,132,480.23 Million was paid via our account through the ACH. We then received a call from Arlene Girard from Arrow Bank and she told me that they had followed the ACH/Nacha guidlines for the ACH network. Due to this being a potential fraud Arrow told Monica to request a reversal of the ACH. I then found out that Carla Sherman (Warren County Auditor) and Larry Elman (County Attorney) were looking to meet with me. I then called Larry and Carla immediately. Larry did not answer his work phone so then I called his secretary and then called his cell phone and was able to reach him. I told Larry that I am just getting briefed of the details of this incident with the ACH for Peckhams. I told Larry that we were doing everything with Arrow Bank in regards to this including filing the IC3 with the FBI and contacting the New York State Police. Larry asked me if anyone had contacted the Warren County Sheriff's Office and I told him that we had not and were told to contact the FBI and the New York State Police at the advisement of Arrow Bank. Larry stated this should be fine as long as the correct authorities had been contacted.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials

12/23/25 — Date

IN NK #473 — Witness

Signature

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I then pulled in my employees in the Treasurer's Dept and we began looking into seeing how this happened and what went wrong. I then received a message at 5:07 P:M from the Warren County Administrator John Taflan that he had contacted the Warren County Sheriff's Office and that they would be sending out and Investigator to speak with me.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials

10/23/25
Date

Witness

Signature

Nicholas Maille

Investigator

Incident # 2025-25920

01/02/2026

Supplemental

On 12/24/2025 I received an e-mail from the Warren County Treasurer Christine Norton. She advised that she was attempting to send screenshots of text messages from the day of 12/23/2025. She stated that she was struggling to get them into a form to e-mail them to me. I advised her that I would be in the office on 12/29/2025 and would come to her office to assist her in obtaining these. On 12/29/2025 I met with Christine Norton at her office. At this time, Christine asked if she could just text me the screen shots taken from her phone including conversations between her and Monica Stark, herself and Larry Elmen and a group message involving herself, Larry Elmen, John Taflan and Kevin Gerghaty. I had Christine text these photos to my department issued cell phone and I was then able to print them off and they are attached to this supplemental. I asked Christine if she had all other supporting documentations including e-mails that were requested. Christine advised me that she as currently working on compiling them and would get them to me as soon as possible. It was at this time she also asked me if I was aware of an e-mail that had been sent to the Town of Warrensburg from Peckham Industries in July of 2025. I advised her that I was not aware of any e-mail at this time. She stated that the Warren County Attorney Larry Elmen currently had a copy of the letter. She stated that the Town of Warrensburg and Supervisor Geraghty were aware of the letter advising the Town of Warrensburg of fraudulent activity where "fraudsters" were impersonating their corporation and to take extra precautions. I advised Christine that I would look into this matter after leaving this conversation. She again advised me that she would have all of the documentation I was requesting before 1400 hours today as that was the time I would be off duty for the day.

After my conversation with Christine Norton I went and spoke with Warren County Attorney Larry Elmen and inquired about the e-mail to the Town of Warrensburg that Christine had notified me about. Mr Elmen provided me with an e-mail from July 21, 2025 that was sent to Joyce Reed at the Town of Warrensburg from Peckham Industries. A copy of this e-mail will be attached to this supplemental.

On 12/29/2025 at 1548 hours I received a text message from Christine Norton to my department issued cell phone advising that she "just finished" and was giving it a once over and would put my packet together. I replied back that I was gone for the day and that I would be back in the office on New Year's Day and could meet her then if she was available or I would get it on Friday the day after New Year's. Christine replied back that she would get it to me on Thursday.

INV NR 423

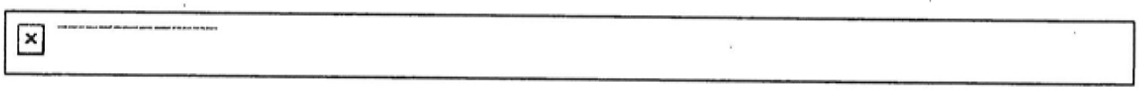
I sent a text message to Christine Norton on 01/01/2026 at 1120 hours from my department issued cell phone asking if she was still coming in to the office. She replied back at 1142 hours stating that she was sick and has been sick for days and would not be into the office until 01/02/2026 sometime in the afternoon. I advised her that I would stop over on Friday 01/02/2026.

On today's date 01/02/2026 I sent a text message from my department issued cell phone to Christine Norton asking her if she had a time this afternoon that I would be able to stop over to her office to obtain the requested documents. I did not receive a reply back to this message. Myself and Inv Morse were at the Municipal Center conducting further investigation and depositions. Prior to this I did stop into the Warren County Treasurers Office and inquired if Christine was in the office today. I was advised by staff that she was supposed to be coming in today but they did not know what time this would be. Myself and Inv Morse completed other tasks at the Municipal Center at this time. At approximately 1200 hours we stopped back to the Treasurer's Office and were advised that Christine was now in her office. I requested to speak with her at this time. At this point I had activated my department issued pocket recorder. This conversation took place in Christine Norton's office. Christine then advised us that she had canceled her vacation that was scheduled for next week and would be in the office. She then began talking about the letter that was sent to the Town of Warrensburg from Peckham's Inudstries. It was at this point she also stated that she had a meting on New Years Eve with County Administrator Taflan and Chairman Geraghty. She stated that they had requested her letter of resignation and that they had told her they were going to dismantle the Treasurer's Office. She stated that after hearing this and leaving the meeting she had retained a personal attorney. I did not ask any further questions to Christine after being advised of this other than who her attorney was so I could possibly contact them. She stated that her attorney did not want her to tell us who they were at this time. I advised Christine to please provide my information to her attorney and have them reach out to me if they would like to set up any further conversations. This concluded our conversation at this time. I have uploaded the recorded conversation onto a USB and this will be attached to this supplemental.

Inv MR 1423

Reed, Joyce

From: Peckham Industries <communications@peckham.com>
Sent: Monday, July 21, 2025 2:30 PM
To: joyce.reed@townofwarrensburg.net
Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners



Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.

We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These **fraudulent emails** often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have **not** changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:

On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.

If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at fraud@peckham.com or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Letter to Business Partners

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172 Prospect Hill Road, Brewster, NY, 10509
Tel: (914) 949-2000
info@peckham.com

Want to change how you receive these emails?

You can update your preferences or unsubscribe from this list.

Maille, Nicholas R.

From: Comeau, Terry
Sent: Monday, January 5, 2026 4:18 PM
To: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Cc: LaFarr, Jim
Subject: FW: V#24037 - Weatherproofing Technologies, Inc

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
@ESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made"

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Monday, January 5, 2026 13:38
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Hajos, Kevin <HajosK@warrencountyny.gov>; Department Heads <DepartmentHeads@warrencountyny.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Vanalen, Aleisha <vanalena@warrencountyny.gov>; Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>; Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>
Subject: RE: V#24037 - Weatherproofing Technologies, Inc

Just to follow up, although the notice is dated for 10/27/2025, this notice was not received in the DPW Office until 12/22/2025 with the regular mail delivery.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street

Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Monday, January 5, 2026 1:24 PM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Hajos, Kevin <HajosK@warrencountyny.gov>; Department Heads <DepartmentHeads@warrencountyny.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Vanalen, Aleisha <vanalena@warrencountyny.gov>; Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>; Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>
Subject: RE: V#24037 - Weatherproofing Technologies, Inc
Importance: High

Kevin and AnnMarie – thanks so much for sharing the Tremco Fraud Alert dated 10/27/25. I have included the County Auditor who should also be copied on all such correspondence go forward. As well as WC Leadership, who should be aware that this is yet another Fraud warning.

All Warren County Department Heads, as well as Warren County Town Supervisors, please be sure to immediately forward any fraud alerts received (via email or USPS post) to the County Auditor and the County Treasurer's Office, so we can all make sure that the Peckham fraud scheme is not repeated.

Many thanks –

Christine

Christine V. Norton

Christine V. Norton
County Treasurer
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6379
Email: nortonc@WarrenCountyNY.gov

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Monday, January 5, 2026 11:54 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Hajos, Kevin <HajosK@warrencountyny.gov>; Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: V#24037 - Weatherproofing Technologies, Inc

Good Morning,

See attached notice that was received in our office in the last couple weeks regarding suspicious communications.

Thank You

AnnMarie Kocsis

Senior Account Clerk|Warren County DPW
4028 Main Street

Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

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Maille, Nicholas R.

From: Parker Mills <pmill@peckham.com>
Sent: Monday, January 5, 2026 4:08 PM
To: Maille, Nicholas R.
Cc: Jennifer Harvey; Damian Murphy
Subject: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Investigator Maille,

Thank you for stopping by the office today. I am collecting the definitive answers to a few of your questions, and I hope to send that back to you tomorrow morning. I also wanted to offer that if you would like to set up a virtual or in-person meeting with our team to discuss the incident, we would be happy to schedule the appropriate managers from Peckham's finance and IT teams.

If you need anything, please do not hesitate to reach out.

Thank you,

J. Parker Mills
Vice President of Construction Services
Peckham Industries, Inc.
75 King Spring Road
Windsor Locks, CT 06096
Cell: 413.640.0493

PECKHAM
INDUSTRIES, INC.

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Maille, Nicholas R.

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Monday, January 5, 2026 2:07 PM
To: Maille, Nicholas R.
Subject: RE: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Ok, great!

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

Arrow Bank
Part of The Arrow Family of Companies

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From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, January 5, 2026 1:44 PM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: RE: Warren County

CAUTION!
This email originated from outside the organization. Do not open attachments or click links from unknown or unexpected sources.

Hi Arleen. I just spoke with our DA and I have some stuff I need to prepare for him for the subpoena request. So it probably not be today. But I will keep you updated on when it is available and make arrangements to meet.

Thanks again,

Nick R Maille

Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Monday, January 5, 2026 11:32 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Nick!

Thank you for reaching out.

I confirmed with my folks at Arrow Bank, we will need a subpoena in order to provide you with the information you are requesting.

I am in the office today and can meet in our Main Office lobby (250 Glen Street) if you plan to complete it today.

Thank you,
Arleen

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

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From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, January 5, 2026 11:30 AM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: RE: Warren County

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Hi Arleen, thank you again for the call and all of your assistance. I also wanted to provide you with my work cell phone number as I will probably be away from my desk most of the day. It is

Thank You,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Monday, January 5, 2026 10:43 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes.

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602

E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

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From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, January 5, 2026 10:42 AM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: RE: Warren County

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Does 5 minutes work ?

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Monday, January 5, 2026 10:40 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
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OK. Do you have a specific time? I will pull in my co-worker.

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

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From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, January 5, 2026 10:39 AM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: RE: Warren County

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Thank you Arleen we are heading over to the Administration office right now and will be calling you shortly if that works?

Thank you,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Monday, January 5, 2026 10:33 AM

To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Nick,

We are free for a call today:

10:30am – 11:30am
12pm-1pm
2:30pm – 3:30pm

Let me know what works for you. We can have a conference call or I can send a Webex.

Thank you,
Arleen

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

Arrow Bank
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"Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions which arise as a result."

From: Arleen Girard
Sent: Monday, January 5, 2026 9:01 AM
To: 'Maille, Nicholas R.' <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County

Good morning!

Let me know when you are free for a call this morning.

Arleen

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

Arrow Bank
Part of The Arrow Family of Companies

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"Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions which arise as a result."

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Friday, January 2, 2026 3:34 PM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: RE: Warren County

You don't often get email from nicholas.maille@warrencountysheriffny.us. Learn why this is important

CAUTION!
This email originated from outside the organization. Do not open attachments or click links from unknown or unexpected sources.

Hi Arleen, Thank you for the reply. Yes we can plan a call on Monday. We have a meeting at 8:00 A:M on that day. Can you let me know what times are available for you and I will arrange a conference call.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Arleen Girard <arleen.girard@arrowbank.com>
Sent: Friday, January 2, 2026 3:19 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: Re: Warren County

Warning: Unusual sender <arleen.girard@arrowbank.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Nick!

We are doing some research on our end to see what we can provide for documentation.

Can we plan a call on Monday?

Thank you,
Arleen

Arleen Girard
Senior Vice President
Director of Business Services
P: (518) 415-4225
M: (518) 538-6602
E: arleen.girard@arrowbank.com
250 Glen Street, Glens Falls, NY 12801

Arrow Bank
Part of The Arrow Family of Companies

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From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Friday, January 2, 2026 1:03:16 PM
To: Arleen Girard <arleen.girard@arrowbank.com>
Subject: Warren County

You don't often get email from nicholas.maille@warrencountysheriffny.us. Learn why this is important

CAUTION!
This email originated from outside the organization. Do not open attachments or click links from unknown or unexpected sources.

Hi Arleen, thank you for all of your assistance. This is my e-mail you can have correspondence with. I also was looking to inquire on how many times and when there was contact with the bank and the Warren County Treasurers Office in regards to these transactions?

Thanks again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

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Warren County Board of Supervisors

RESOLUTION NO. 515 OF 2025

RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO

ADOPTING THE WIRE TRANSFERS AND E-BANKING POLICY

WHEREAS, the County Attorney requested, and the Personnel, Administration & Higher Education Committee agreed, to adopt the Wire Transfers and e-Banking Policy, as approved by the Warren County Risk and Safety Committee, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Wire Transfers and e-Banking Policy, annexed hereto as Schedule "A," be and the same is hereby adopted as the official policy for Warren County.

SCHEDULE "A"

WIRE TRANSFERS AND E-BANKING POLICY

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution, defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County §600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law §5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law §99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment Systems (EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1 The County Auditor's Office reviews all electronic payments that are governed under County Law Section 600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial System Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial System batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount o the payment, the EFT number assigned by County Financial System as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial System payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form.*

2. **Verification and Authorization:**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.

3. **Setup of Electronic Payment:**
   a. Once approved, the County Treasurer and/or their designees shall proceed to

set up the electronic transfer (wire/ACH) in the online banking platform.

4. **Dual Authorization and Security Verification:**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, the County Treasurer and/or their designees shall receive a phone call from the bank containing a unique security access code which must be verified before the transaction may be approved.
5. **Post-Approval Verification:**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry:**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The County Treasurer's Office is the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee(s) shall be responsible for ensuring that employees with electronic access to County bank accounts who leave County employment are properly removed from the accounts, effective as of the date of termination.

VII. MONITORING

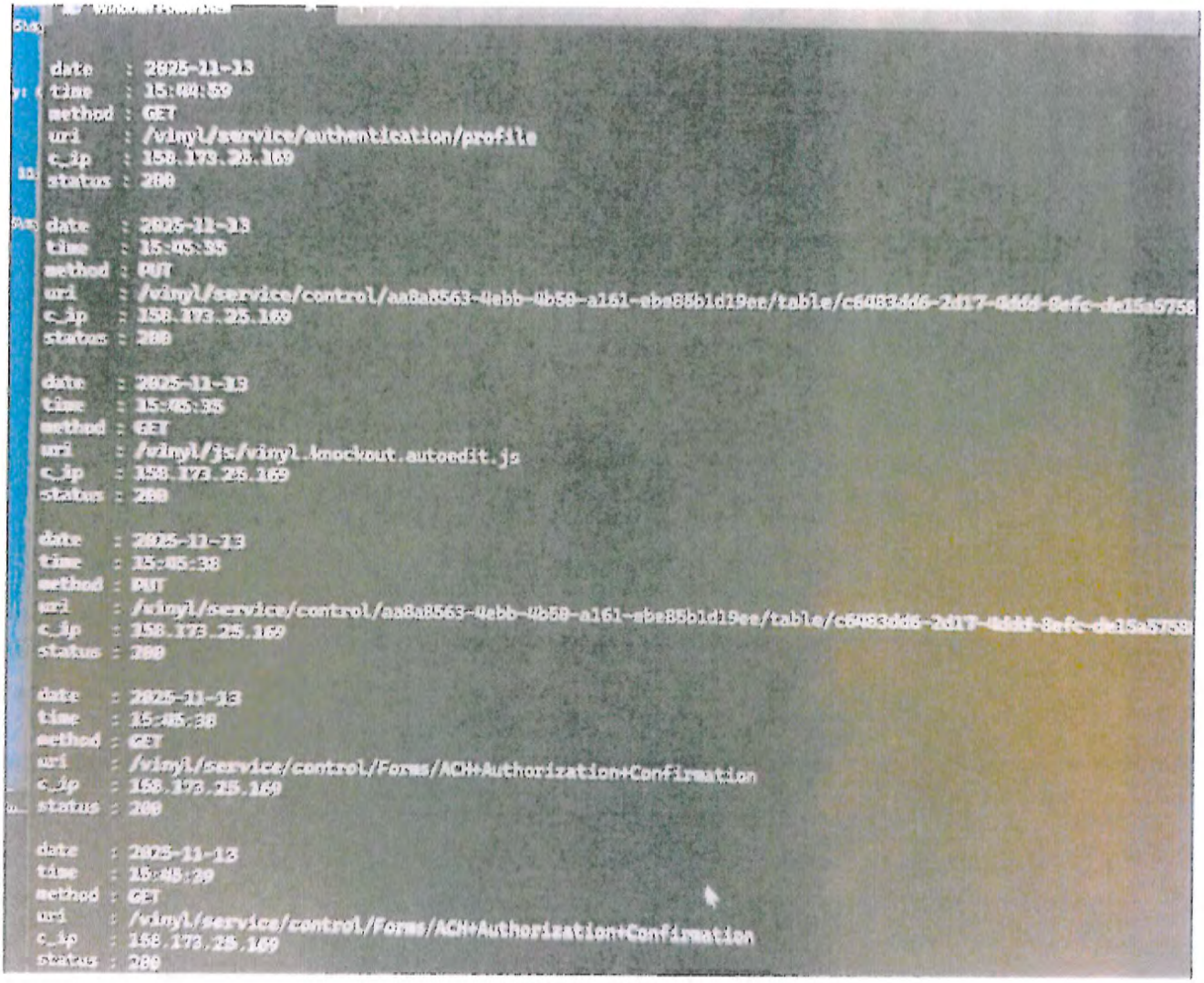
The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

Colvin, Michael

From: noreply@warrencountyny.gov
Sent: Thursday, November 13, 2025 10:46 AM
To: lynchr@warrencountyny.gov; scrimej@warrencountyny.gov; mundellc@warrencountyny.gov; smithk@warrencountyny.gov; rosee@warrencountyny.gov; donohued@warrencountyny.gov
Subject: A new ACH Authorization has been submitted

From: Peckham Road Corp

Please log into the Application Portal to process this request.
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```
date    : 2025-11-13
time    : 15:04:59
method  : GET
uri     : /vinyl/service/authentication/profile
c_ip    : 158.173.25.169
status  : 200

date    : 2025-11-13
time    : 15:05:35
method  : PUT
uri     : /vinyl/service/control/aa8a8563-4ebb-4b58-a161-ebe85b1d19ee/table/c6483dd6-2d17-4dd4-8efc-de15a5758
c_ip    : 158.173.25.169
status  : 200

date    : 2025-11-13
time    : 15:05:35
method  : GET
uri     : /vinyl/js/vinyl.knockout.autoedit.js
c_ip    : 158.173.25.169
status  : 200

date    : 2025-11-13
time    : 15:05:38
method  : PUT
uri     : /vinyl/service/control/aa8a8563-4ebb-4b58-a161-ebe85b1d19ee/table/c6483dd6-2d17-4dd4-8efc-de15a5758
c_ip    : 158.173.25.169
status  : 200

date    : 2025-11-13
time    : 15:05:38
method  : GET
uri     : /vinyl/service/control/Forms/ACH+Authorization+Confirmation
c_ip    : 158.173.25.169
status  : 200

date    : 2025-11-13
time    : 15:05:39
method  : GET
uri     : /vinyl/service/control/Forms/ACH+Authorization+Confirmation
c_ip    : 158.173.25.169
status  : 200
```

Time stamps are UTC

-5 For Eastern time

Michael Cox

WARREN COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845-9803

Michael Colvin, Director *Telephone: 518-761-6407*

December 24, 2025

RE: Issue with ACH transfer in the Treasurer's Office

On 12/23/2025 I was advised by John Taflan of an issue regarding an ACH transfer and asked to provide what details I could.

In November of 2024, the IT department was requested to create an on-line form for vendors to submit ACH payment information. This was requested by Rob Lynch. This form is on the public web site and can be filled out by anyone with internet access. Once the form is filled out, information is stored in a database accessible to the Treasurer's office and an email is sent to specified individuals to advise them of the entry. This form is informational only and has no connection to any County financial systems.

11/13/2025 at 10:45 AM a submission was received using the company name Peckham Road Corp. The system sent an email advising of the submission.

12/23/2025 IT reviewed logs and determined the source IP of the submitter was 158.173.25.169
The public IP of our server is 208.105.128.150

Michael Colvin

Section 1 - Vendor Information

Company Name *

Street Address *

City/Town *

State *

Zip *

Contact Name *

Phone *

Email *

Section II - Authorization Agreement

I (we) hereby authorize **Warren County**, hereafter called **COMPANY**, to initiate credit entries to my (our) account listed below at the depository financial institution named below, hereafter called **DEPOSITORY**, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of the law.

Checking *

Savings *

Bank Name *

Routing Number *

Account Number *

This authorization is to remain in full force and effect until **COMPANY** has received written notification from me (or either of us) of its termination in such time and in such manner as to afford **COMPANY** and **DEPOSITORY** a reasonable opportunity to act on it.

Department Working With *

Type your full name *

Attest and Submit

Maille, Nicholas R.

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Tuesday, December 30, 2025 4:25 PM
To: Elmen, Larry; Stark, Monica
Cc: MICHAEL NICHOLS (ALB); Maille, Nicholas R.
Subject: Re: BEC Incident - Secret Service POC

Warning: Unusual sender <dylan.gates@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Great, thank you.

I am adding the SO POC to this chain.

Some other updates:

Our case number is 120-763-9519, the U.S. Attorneys is on board for a civil judicial seizure, and I've identified approximately $550K ($100k of that is suspected to be recoverable from a mortgage payment) that we should be able to recover via seizure (in addition to the wire reversal and $250k at Discover waiting on a hold harmless).

We'll need legal returns before I can find more.

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400
Mobile:

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 4:17:10 PM
To: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: RE: BEC Incident - Secret Service POC

Mr. Gates:

Thank you for the email. I have contacted the Warren County Sheriff's Office and our County IT concerning your request.

I anticipate responding to you with the requested information by tomorrow morning.

Thank you for your time and efforts in this matter.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Tuesday, December 30, 2025 12:05 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: BEC Incident - Secret Service POC

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You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good Afternoon,

I received the recent BEC incident referral from my supervisor, RAIC Michael Nichols, and have been working on the recovery of funds.

In order to help with our probable cause for seizure, could I please get a copy of the email which contained fraudulent wire instructions? Please do not just forward the email, I need the email including its original metadata.

If you are using Outlook, then the original recipient can open the email in the view pane, click on the three dots, Other reply actions, Forward as attachment.

If you are using Gmail, then just save the email as a PDF (including headers and footers in options), and get the metadata with the following:

1. From a browser, open Gmail.
2. Open the email you want to check the headers for.
3. Next to Reply , click More (three dots) and then Show original.
4. In a new window, the full header shows.

5. Click Copy to clipboard.

https://support.google.com/mail/answer/29436?hl=en#zippy=%2Cgmail

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile:

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Maille, Nicholas R.

From: Comeau, Terry
Sent: Tuesday, December 30, 2025 4:25 PM
To: Affinito, Edward G.; Maille, Nicholas R.
Subject: FW: BEC Incident - Secret Service POC

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0948

"Out of the crooked timber of humanity no straight thing was ever made" —

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 16:15
To: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>
Subject: FW: BEC Incident - Secret Service POC

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Terry,

Please see the email to Monica and I earlier today from Secret Service. I also added Mike Colvin to the email.

Please advise whether you have any preference on who responds and provides the requested information? We will be sure to copy you on any email response.

Please call me if you would like to discuss?

Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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Sent: Tuesday, December 30, 2025 12:05 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: BEC Incident - Secret Service POC

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If you are using Gmail, then just save the email as a PDF (including headers and footers in options), and get the metadata with the following:

1. From a browser, open Gmail.
2. Open the email you want to check the headers for.
3. Next to Reply , click More (three dots) and then Show original.
4. In a new window, the full header shows.
5. Click Copy to clipboard.

https://support.google.com/mail/answer/29436?hl=en#zippy=%2Cemail

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile:

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Maille, Nicholas R.

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Wednesday, December 31, 2025 11:14 AM
To: Affinito, Edward G.; Comeau, Terry; GRIFFIN, JOHN (TROOPERS); Maille, Nicholas R.
Subject: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Warning: Unusual sender <dylan.gates@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good Morning,

This email is for all the law enforcement contacts in New York State. Please be advised I can share more with law enforcement than I can with other partners.

Please allow this to be an introduction for the following parties:

- Warren County Sheriff's Office
  - Undersheriff Terry M. Comeau
  - Investigator Sergeant Edward Affinito
  - Investigator Nicholas Maille
- U.S. Secret Service (Albany, NY)
  - NIFA Dylan Gates
- New York State Police - Cyber Analysis Unit
  - Lab Manager Johnny Griffin

The following agencie are working on the following tasks:

- Warren County Sheriff's Office (NY) - Interviewing involved parties at Warren County.
- U.S. Secret Service (Albany, NY) - Recovering funds via civil judicial forfeiture.
- U.S. Secret Service (Macon, GA) - Investigating money mule for consideration of criminal charges.
- Baldwin County Sheriff's Office (GA) - Interviewed money mule and family members. Footage of interview is pending.
- New York State Police - Please consider assisting to locate any metadata on the server.

This is a very brief summary of what occured:

An unidentified caller talked to an employee at the Warren County Government and asked where they could fill out an ACH payment request. An individual then filled out the ACH form with fraudulent information and it closely matched the name of a real vendor used by Warren County Government. As a result, two wires, totaling $3,358,434.88, were sent to the threat actor (TA) instead of the legitimate vendor.

This was the flow of funds:

Arrow Bank (Warrant County Government) > Discover Bank ("Peckham Road Corp") > Century Bank and Trust (Patricia Laster)

The automated IC3 system and I both contacted the recipient bank (Discover Bank) on the same day as the second wire. That wire, for $1,225,954.65 was stopped because the recipient account was placed on hold before processing could occur. In addition, Discover Bank held an additional $256,001.98 from the first wire and that is waiting a hold harmless submission from Arrow Bank. I am aware of an additional approximate $550K that I should be able to recover via judicial seizure, so far.

This is our case number: 120-763-9519.

I would like to request the following but let me know if there are more ideas. The sooner I can receive info the better because while the bank indicated the funds are held, its always better to seize ASAP and not risk an accidental release of the funds:

- Warren County SO:
  - Please obtain a written statement from someone at the county verifying the payment was not authorized by the Government.
  - Please obtain info related to the online ACH Form entry that you have available for now (maybe just an IP address and the fields filled in).
  - Please provide the phone number and timestamp for the fraud caller.
  - Not time sensitive - please provide the URL the fraudster would have used to fill in that fraudulent info and any information you have about the hosting of that website (where is the web server?).
- NYSP:
  - Please review the URL webpage and the hosting infrastructure to help identify what metadata could be obtained from the interaction with it by the fraudster.

Thank you in advance everyone and I could meet on Monday in person if you would like to review, although I'll be working on probable cause over the next few days and likely the weekend so please send that info before the meeting if you are able to get it.

I have limited info for now but please let me know if you'd like anything I might have. I'll send you the suspect interview once I receive it.

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile:

Maille, Nicholas R.

From: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>
Sent: Wednesday, December 31, 2025 11:57 AM
To: Gates, Dylan (USSS); Affinito, Edward G.; Comeau, Terry; Maille, Nicholas R.
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Warning: Unusual sender <john.griffin@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello

My Unit is available to provide any support or analysis.

I am in the office today and Friday.

Reachable 24x7 here: Cell:

Johnny Griffin
New York State Police
Office of Counterterrorism
Cyber Analysis Unit
CAU Main Line: (518) 786-2191
Cell:

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Wednesday, December 31, 2025 11:14 AM
To: Edward.Affinito@WarrenCountySheriffNY.us; Terry.Comeau@WarrenCountySheriffNY.us; GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>; Nicholas.Maille@WarrenCountySheriffNY.us
Subject: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

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Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile:

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Maille, Nicholas R.

From: Comeau, Terry
Sent: Wednesday, December 31, 2025 12:49 PM
To: DYLAN.GATES@usss.dhs.gov
Cc: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Subject: FW:
Attachments: doc20251231122358.pdf

Dylan, This is all we have from our IT ... Please let me know if we can assist putting you in contact with our IT

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL : 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanual Kant

-----Original Message-----
From: Copier@WarrenCountySheriffNY.us <Copier@WarrenCountySheriffNY.us>
Sent: Wednesday, December 31, 2025 12:24
To: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Subject:

TASKalfa 6054ci
[00:17:c8:dd:fe:ff]

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Maille, Nicholas R.

From: Comeau, Terry
Sent: Wednesday, December 31, 2025 3:19 PM
To: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Subject: FW: [CONFIRMATION] - County of Warren - Reported Cybersecurity Incident - Low - ID#CIN3D6JBDX

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of [illegible] nothing straight can be made." - Immanuel Kant

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Wednesday, December 31, 2025 15:06
To: Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>
Cc: Taflan, John <taflanj@WarrenCountyNY.gov>; LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>; Jeremy Scrime <scrimej@WarrenCountyNY.gov>
Subject: FW: [CONFIRMATION] - County of Warren - Reported Cybersecurity Incident - Low - ID#CIN3D6JBDX

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Kevin,

This afternoon Meghan Cook, the Director for NYS Division of Homeland Security and Emergency Services, contacted Mike Colvin about the phishing incident. I spoke with Meghan this afternoon and let her know that

the County filed an Internet Crime Center Complaint on the date the incident was discovered (12/23/2025). Monica filed the report for the Treasurer's Office.

Meghan encouraged the County to file an additional report through her agency's website, even though the incident did not amount to a cyber incident or ransomware attack under General Municipal Law, Article 19-C.

With Mike Colvin's assistance, I completed the filing. Proof of filing is in the email below.

I wanted to ensure that everyone was aware that these reporting requirements have now been completed.

Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: DHSES Cybersecurity Reporting <cyber.reporting@dhses.ny.gov>
Sent: Wednesday, December 31, 2025 2:55 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>
Subject: [CONFIRMATION] - County of Warren - Reported Cybersecurity Incident - Low - ID#CIN3D6JBDX

Some people who received this message don't often get email from cyber.reporting@dhses.ny.gov. Learn why this is important

Warning: Unusual sender <cyber.reporting@dhses.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

This acknowledgement confirms the New York State Division of Homeland Security and Emergency Services (DHSES) has received your Cybersecurity Incident Report. Your identification number is [**CIN3D6JBDX**]. Please retain this number for future reporting and correspondence related to this incident.

If you requested assistance, the NYS DHSES Cyber Incident Response Team (CIRT) will call the contact you provided. Please note that even if assistance is not requested, DHSES CIRT may reach out to discuss items within the report.

The DHSES CIRT encourages you to undertake the following actions:

General Recommendations

- Preserve evidence. Do not power off affected systems. Instead, isolate them from the network. Avoid wiping or altering potentially impacted systems or logs.
- Activate your internal incident response plan. Engage your internal response team and document incident timeline (i.e. discovery, actions taken, notifications).
- Assess the scope and severity. Identify affected systems, data, and users. Monitor for lateral movement or signs of ongoing compromise.
- Review applicable regulatory or contractual obligations. Determine if notification to regulators, customers, or partners is required within specific timeframes.
- Engage your legal counsel to review applicable regulatory or contractual obligations.
    - Determine if notification to regulators, customers, or partners is required within specific timeframes.
    - Determine if contacting your cyber insurance is necessary.
- Report the incident to law enforcement. Cybercrimes can be reported to the Federal Bureau of Investigation through the Federal Internet Crime Complaint Center (IC3) - https://www.ic3.gov/

Technical Recommendations

For Data Breaches:

- Identify what types of data were accessed, viewed, or exfiltrated as this may inform additional legal obligations or reporting requirements
- Reset any credentials or API keys that were accessed

For Email Account Compromises:

- Reset passwords and terminate all active sessions.
- Review email forwarding rules and account activity.
- Enable Multi Factor Authentication for all accounts.
- Investigate potential access to sensitive data or internal systems.

For Fraudulent ACH Payments:

- Contact your bank to report the unauthorized transaction.
- File a report with the Federal Internet Crime Complaint Center (IC3) - https://www.ic3.gov/

For Ransomware Attacks:

- Disconnect infected systems from the network. Avoid shutting them down.
- Preserve all logs, artifacts, and alerts including any ransom notes.
- Begin scoping which systems were encrypted and what files were exfiltrated (if any).

For Unauthorized Access:

- Perform a vulnerability scan.
- Conduct analysis of operating system logs to determine the threat actor's point of entry into network.
- Monitor for re-compromise and ensure all affected credentials are reset.

Additional Reporting

Your entity may be subject to other legal or regulatory reporting requirements. Please consult your counsel to determine if you have additional state or federal reporting requirements.

Other State agencies with reporting requirements that may be triggered by a cybersecurity incident include, but are not limited to:

- NYS Attorney General - https://ag.ny.gov/resources/organizations/data-breach-reporting
- NYS Department of Health - https://www.health.ny.gov/facilities/hospital/cybersecurity/
- NYS Division of Homeland Security and Emergency Services (Cybersecurity Incident and Ransom Payment Reporting) - https://www.dhses.ny.gov/cybersecurity-incident-and-ransom-payment-reporting
- NYS Education Department - https://www.nysed.gov/data-privacy-security/educational-agencies-report-data-privacysecurity-incident
- NYS Information Technology Services - https://its.ny.gov/breach-notification-and-incident-reporting

Pursuant to General Municipal Law Section 995-b(3), any cybersecurity incident report and any records related to a ransom payment submitted to DHSES are exempt from disclosure under Article 6 of the Public Officers Law.

If there are any issues related to this submission, please contact cyber.reporting@dhses.ny.gov

Thank you,

Cyber Incident Response Team (CIRT)
NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue, State Office Campus Bldg 7A, Albany, NY 12226
cyber.reporting@dhses.ny.gov

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Maille, Nicholas R.

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Friday, January 2, 2026 9:44 AM
To: Affinito, Edward G.; Maille, Nicholas R.
Subject: Fw: Wire instructions info
Attachments: RE: Wire instructions info.eml

Warning: Unusual sender <dylan.gates@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

See attached from Discover.

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400
Mobile:

client. If the reader of this communication is not the intended recipient(s), an employee, or agent of the intended recipient(s) who is responsible for delivering it to the intended recipient(s), or you believe that you received this communication in error, please notify the sender immediately by return email and promptly delete this email, including all attachments, without reading or saving the email or attachments in any manner. The unauthorized use, dissemination, distribution, or reproduction of this email, including any attachments, is prohibited and may be unlawful. Receipt by any person other than the intended recipient(s) shall not constitute a waiver of attorney-client privilege, work-product privilege or any other applicable legal privilege.

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Only one transaction was attempted today, however a hold was placed on the account yesterday 12/23/2025, so no other transactions can be made. The transactions I provided are all the transactions that were made in the account. I provided the attempted transaction down below.

CREDIT	DEBIT	TRAN_DT	RET_DT	TRAN_1_DSC
1225954.65	null	2025-12-24	-	ACH Deposit From WARREN County Pay INV

Sam Perna Capital One
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-8108 | Email: Samuelperna@discover.com





CCCI

Confidential

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Wednesday, December 24, 2025 8:02 AM
To: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Subject: [EXTERNAL] Re: Wire instructions info

CAUTION EXTERNAL EMAIL
DO NOT open attachments or click on links from unknown senders or unexpected emails.

Thank you, sir.

I got in contact with Century Bank and Trust.

Do you have the transactions after 12/19 as well?

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400
Mobile:

From: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Sent: Wednesday, December 24, 2025 8:16:34 AM
To: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Subject: RE: Wire instructions info

Good Morning,

Here are all the transactions that occurred in the account. I also attached the FBI email address. It was an IC3.

FFKC-Domestic@fbi.gov

CREDIT	DEBIT	TRAN_DT	RET_DT	TRAN_1_DSC	TRAN_2_DSC
25.0000	null	2025-07-10	-	ACH Deposit From Century Bank and Trust	PEPCK/469063165
200.0000	null	2025-12-10	-	ACH Deposit From Century Bank and Trust	PEPCK/506540477
null	4900.0000	2025-12-15	-	ACH Withdrawal Century Bank and Trust	null
null	4800.0000	2025-12-15	-	ACH Withdrawal Century Bank and Trust	null
null	4850.0000	2025-12-15	-	ACH Withdrawal Century Bank and Trust	null
null	4750.0000	2025-12-15	-	ACH Withdrawal Century Bank and Trust	null
2132480.2300	null	2025-12-15	-	ACH Deposit PAY INV From WARREN COUNTY	PEPCK/507426184
null	247000.0000	2025-12-16	-	Check 147	INWARD CHK CLG - CHECKS 6
null	100000.0000	2025-12-16	-	ACH Withdrawal Century Bank and Trust	null
null	276350.0000	2025-12-16	-	Check 144	INWARD CHK CLG - CHECKS 6

null	50000.0000	2025-12-16	-	ACH Withdrawal Century Bank and Trust	null
null	50000.0000	2025-12-16	-	ACH Withdrawal Century Bank and Trust	null
null	1000.0000	2025-12-17	-	ACH Withdrawal Century Bank and Trust	null
null	287000.0000	2025-12-17	-	Check 146	INWARD CHK CLG - CHECKS 6
null	198000.0000	2025-12-17	-	Check 143	INWARD CHK CLG - CHECKS 6
null	1000.0000	2025-12-18	-	ACH Withdrawal Century Bank and Trust	null
null	469280.0000	2025-12-18	-	Check 148	INWARD CHK CLG - CHECKS 6
null	1000.0000	2025-12-18	-	ACH Withdrawal Century Bank and Trust	null
null	200.0000	2025-12-19	-	ATM W/D 1219 145242 8268	Walmart Superce MILLEDGEVILLE GA US
null	3.2500	2025-12-19	-	Walmart Superce MILLEDGEVILL EGA ATM Fee	null
null	176570.0000	2025-12-19	-	Check 150	INWARD CHK CLG - CHECKS 6

Thank you,

Sam Perna Capital One
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-9108 | Email: Samuelperna@discover.com

CCCI

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 3:53 PM
To: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Subject: [EXTERNAL] Re: Wire instructions info

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Was that Truist* Bank?

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400
Mobile:

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 4:30:29 PM
To: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Subject: Re: Wire instructions info

Received thank you.

Could we get those transaction details so we can contact those banks? If you'd like to redact the receiving accounts then that would probably also suffice for us to follow up with those banks.

Any chance I could get the FBI contact or could you give them my information for deconfliction?

I appreciate the quick response

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400

Mobile: (

From: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Sent: Tuesday, December 23, 2025 4:24:35 PM
To: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Subject: RE: Wire instructions info

Hello,

We already received this referral from the FBI. Here is the response I sent them.

I ran the information provided and identified the account in question. I confirmed the fraud ACHs that were processed into the account, however most of the funds have been taken out via checks, ACH withdrawals at Century Bank and Trust, and ATM Withdrawals. The account was flagged and frozen with $256,001.98 in available funds placed on hold pending HHL. Please have the external bank send an HHL as soon as possible to recover the remaining funds. The zip code is 31031. Please let me know if you have any questions or need further assistance.

DEPinvestigation&recovery DEPinvestigation&recovery@discover.com

Thank you,

Sam Perna Capital One
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-6108 | Email: Samuelperna@discover.com

CCCI

Confidential

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 3:22 PM
To: Enterprise Investigations <EnterpriseInvestigations@discover.com>
Subject: [EXTERNAL] Fw: Wire instructions info

CAUTION EXTERNAL EMAIL
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Good Afternoon,

Our office was just advised of the attached fraudulent wire for $1.2 million sent by the victim today.

Their bank should have submitted a recall but I wanted to ensure it gets to a person before EOD.

Any assistance is appreciated and if you could let us know how much is left and if it will be returned that is helpful as well.

I'm on mobile in spotty service but feel free to call for more details I might just be difficult to hear for a while.

Respectfully,

Dylan L. Gates
Network Intrusion Forensics Analyst
United States Secret Service
Albany, NY Resident Office
Office: (518) 427-0400
Mobile:

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 3:50 PM
To: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Subject: Fw: Wire instructions info

Let me know if you can work with this.

Michael Nichols
RAIC
Albany NY Resident Office

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 3:48:48 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: FW: Wire instructions info

You don't often get email from elmenl@warrencountyny.gov. Learn why this is important

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 3:39 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:56 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

Monica,

Do you have the ACH authorization for today's transfer?

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463

Email: elmenl@WarrenCountyNY.gov

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From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:50 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Wire instructions info

Hi. Please send me a scanned copy of the wire instruction information. I am waiting for a call back from secret service as they may have the ability to "kill" the transfer.

My cell is Call if needed. Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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Maille, Nicholas R.

From: Povie, Chris <poviec@WarrenCountyNY.gov>
Sent: Friday, January 2, 2026 11:29 AM
To: Darrell Boutin; Maille, Nicholas R.
Cc: Rob Hosford
Subject: Sheriff asking for Fortifone call records for investigation

Importance: High

Warning: Unusual sender <poviec@warrencountyny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Darrell, (CCd Rob Hosford and Nick Maille)

Nick Maille from Sheriff is looking to get voice call reports from our phone system relating to an investigation.

Aware you are out of office today, as are Mike and Scott.

Can you please follow up with Nick when you are able?
Sheriff # is 518-743-2500

Thanks Darrell,

Chris P

Chris Povie - **x6408** (518-761-6408)
Warren County IT Department

IT HelpDesk: x**7669** (**518-761-7669**)

Try our new email-based IT Support helpdesk!
Just email support@warrencountyny.gov

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Maille, Nicholas R.

From: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>
Sent: Friday, January 2, 2026 12:37 PM
To: Affinito, Edward G.; Gates, Dylan (USSS); Comeau, Terry; Maille, Nicholas R.; MONTAGNOLA, JOSEPH (TROOPERS)
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Warning: Unusual sender <john.griffin@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello

We can be there by 8:00 AM or so Monday morning , or whatever time works best for everyone.

Johnny Griffin
New York State Police
Office of Counterterrorism
Cyber Analysis Unit
CAU Main Line: (518) 786-2191
Cell:

From: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Sent: Friday, January 2, 2026 8:22 AM
To: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>; Gates, Dylan (USSS) <dylan.gates@usss.dhs.gov>; Terry.Comeau@WarrenCountySheriffNY.us; Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

[redacted]

Good Morning,

Thank you !

From: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>
Sent: Friday, January 2, 2026 7:01 AM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>; Gates, Dylan (USSS) <dylan.gates@usss.dhs.gov>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Warning: Unusual sender <john.griffin@troopers.ny.gov>
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Hello

We are available for a 9:00 AM.

Johnny Griffin
New York State Police
Office of Counterterrorism
Cyber Analysis Unit
CAU Main Line: (518) 786-2191
Cell: .

From: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Sent: Thursday, January 1, 2026 12:21 PM
To: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>; Gates, Dylan (USSS) <dylan.gates@usss.dhs.gov>; Terry.Comeau@WarrenCountySheriffNY.us; Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

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

Good Morning and Happy New Year,

First and foremost, THANK YOU Dylan and Johnny for ALL your help and assistance !

If you're available tomorrow (01/02), we would like to do a conference call at 9:00am to discuss as a group and go over everything to this point and anything moving forward.

I look forward to speaking with you and discussing further.

Best Regards, Ed

From: GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>
Sent: Wednesday, December 31, 2025 11:57 AM
To: Gates, Dylan (USSS) <dylan.gates@usss.dhs.gov>; Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Warning: Unusual sender <john.griffin@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello

My Unit is available to provide any support or analysis.

I am in the office today and Friday.

Reachable 24x7 here: Cell:

Johnny Griffin
New York State Police
Office of Counterterrorism
Cyber Analysis Unit
CAU Main Line: (518) 786-2191
Cell:

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Wednesday, December 31, 2025 11:14 AM
To: Edward.Affinito@WarrenCountySheriffNY.us; Terry.Comeau@WarrenCountySheriffNY.us; GRIFFIN, JOHN (TROOPERS) <John.Griffin@troopers.ny.gov>; Nicholas.Maille@WarrenCountySheriffNY.us
Subject: Law Enforcement Chain - Case 120-763-9519 - ACH Fraud

Good Morning,

This email is for all the law enforcement contacts in New York State. Please be advised I can share more with law enforcement than I can with other partners.

Please allow this to be an introduction for the following parties:

- Warren County Sheriff's Office
  - Undersheriff Terry M. Comeau
  - Investigator Sergeant Edward Affinito
  - Investigator Nicholas Maille
- U.S. Secret Service (Albany, NY)
  - NIFA Dylan Gates
- New York State Police - Cyber Analysis Unit
  - Lab Manager Johnny Griffin

The following agencie are working on the following tasks:

- Warren County Sheriff's Office (NY) - Interviewing involved parties at Warren County.
- U.S. Secret Service (Albany, NY) - Recovering funds via civil judicial forfeiture.
- U.S. Secret Service (Macon, GA) - Investigating money mule for consideration of criminal charges.
- Baldwin County Sheriff's Office (GA) - Interviewed money mule and family members. Footage of interview is pending.
- New York State Police - Please consider assisting to locate any metadata on the server.

This is a very brief summary of what occured:

An unidentified caller talked to an employee at the Warren County Government and asked where they could fill out an ACH payment request. An individual then filled out the ACH form with fraudulent information and it closely matched the name of a real vendor used by Warren County Government. As a result, two wires, totaling $3,358,434.88, were sent to the threat actor (TA) instead of the legitimate vendor.

This was the flow of funds:

Arrow Bank (Warrant County Government) > Discover Bank ("Peckham Road Corp") > Century Bank and Trust (Patricia Laster)

The automated IC3 system and I both contacted the recipient bank (Discover Bank) on the same day as the second wire. That wire, for $1,225,954.65 was stopped because the recipient account was placed on hold before processing could occur. In addition, Discover Bank held an additional $256,001.98 from the first wire and that is waiting a hold harmless submission from Arrow Bank. I am aware of an additional approximate $550K that I should be able to recover via judicial seizure, so far.

This is our case number: 120-763-9519.

I would like to request the following but let me know if there are more ideas. The sooner I can receive info the better because while the bank indicated the funds are held, its always better to seize ASAP and not risk an accidental release of the funds:

- Warren County SO:
  - Please obtain a written statement from someone at the county verifying the payment was not authorized by the Government.
  - Please obtain info related to the online ACH Form entry that you have available for now (maybe just an IP address and the fields filled in).
  - Please provide the phone number and timestamp for the fraud caller.
  - Not time sensitive - please provide the URL the fraudster would have used to fill in that fraudulent info and any information you have about the hosting of that website (where is the web server?).
- NYSP:
  - Please review the URL webpage and the hosting infrastructure to help identify what metadata could be obtained from the interaction with it by the fraudster.

Thank you in advance everyone and I could meet on Monday in person if you would like to review, although I'll be working on probable cause over the next few days and likely the weekend so please send that info before the meeting if you are able to get it.

I have limited info for now but please let me know if you'd like anything I might have. I'll send you the suspect interview once I receive it.

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile:

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Maille, Nicholas R.

From: Maille, Nicholas R.
Sent: Friday, January 2, 2026 1:03 PM
To: 'arleen.girard@arrowbank.com'
Subject: Warren County

Hi Arleen, thank you for all of your assistance. This is my e-mail you can have correspondence with. I also was looking to inquire on how many times and when there was contact with the bank and the Warren County Treasurers Office in regards to these transactions?

Thanks again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

Maille, Nicholas R.

From: Comeau, Terry
Sent: Friday, December 26, 2025 6:58 AM
To: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Subject: FW: Wire instructions info

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanuel Kant

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Thursday, December 25, 2025 20:24
To: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: Re: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
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Terry,

I confirmed that is just the zip code of the bank. I've added our Network Intrusion Forensic Analyst Dylan Gates to the email chain. He is an expert in these type of cases and will be able to assist with the investigation.

Thank you

Mike

Michael Nichols
RAIC
Albany NY Resident Office
(202) 480-3812

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Thursday, December 25, 2025 7:09 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: Re: Wire instructions info

Thank you Mr. NICHOLS. That email was from me

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Thursday, December 25, 2025 5:00:02 PM
To: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: Re: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
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Larry,

Sorry for the delay. I'm trying to track down an answer for you. But we are pretty sure that is the zip code of the bank for your bank to send the HHL to. I'll let you know once I'm able to confirm that.

Mike

Michael Nichols
RAIC
Albany NY Resident Office
(202) 480-3812

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Thursday, December 25, 2025 11:59:12 AM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

Good Morning Mr. Nichols. Your email on 12/23/2025 to Warren County Attorney Larry Elman has a zip code listed in the narrative. Is this zip in reference to where the account is being accessed? Thanks Terry

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2519
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanuel Kant

---

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 20:25
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Cc: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Subject: Re: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
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Larry,

Thank you for the follow up. We are still attempting to trace some of the additional transfers following the initial wire. I'll let you know if we have any success.

Thanks

Mike

Michael Nichols
RAIC
Albany NY Resident Office
(202) 480-3812

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 8:12:03 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>
Subject: Re: Wire instructions info

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Mike,
Thank you. I did not think to check my email until just now. I copied the Warren County Undersheriff, Terry Comeau, so he will have your earlier response and may follow up with you on any questions his team has.

I cannot thank you enough for your fast response and your team's actions!

Have a great night.

Larry Elmen
County Attorney
County of Warren

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 4:42 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Larry,

My investigator was able to make contact with the bank. It looks like the FBI has already been in contact with them as well.

Here is their response:

Hello,

We already received this referral from the FBI. Here is the response I sent them.

I ran the information provided and identified the account in question. I confirmed the fraud ACHs that were processed into the account, however most of the funds have been taken out via checks, ACH withdrawals at Century Bank and Trust, and ATM Withdrawals. The account was flagged and frozen with $256,001.98 in available funds placed on hold pending HHL. Please have the external bank send an HHL as soon as possible to recover the remaining funds. The zip code is 31031. Please let me know if you have any questions or need further assistance.

DEPinvestigation&recovery DEPinvestigation&recovery@discover.com

Thank you,

Sam Perna
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-[redacted] | Email: Samuelperna@discover.com



Confidential

Let me know if you need anything further.

Mike

Michael Nichols
Resident Agent in Charge
U.S. Secret Service
Albany NY Resident Office
Cell – (202) 480-3812

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 3:51 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: FW: Wire instructions info

You don't often get email from elmenl@warrencountyny.gov. Learn why this is important

---

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:50 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

ACH Authorization Form

Mark Completed

Company Name	Peckham Road Corp
Address	438 Vaughn Road
City	Hudson Falls
State	New York
ZIP	12389
Contact Person	Rafael Diaz
Contact Phone	
Contact Email	rdiaz@peckhamroadcorp.com
Date Submitted	11/13/2025 10:45 AM
Date Setup	
Setup By	
Department Working With	Public works

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Wire instructions info

Hi. Please send me a scanned copy of the wire instruction information. I am waiting for a call back from secret service as they may have the ability to "kill" the transfer.

My cell is Call if needed. Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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Not Posted to Blotter

Christine ✓ Nolan
761-6379 c.

Monica I Stalk
Deputy Treasurer

June/July

12/12 Ratiel Diaz from Pecham

Diaz Spoken to him

Ellen Rose Accounts Payable / County Technician

DPW 1st contact
Then Auditor
Then Treasurer

Kevin Hajas - DPW Head
2.1 million payment

Warren County Cmty

Money from Arrow Bank

1.2 million caught post Dated Treasurer

Katelyn Nolan - 200 - 3:00
Filed IC 3

County has Insurance Travelers
ACH - Automated Clearing House

12/29 0914 hours
Message left for Sam Perna Discover Bank

12/29 0933 Message left for Michael Nichols
Secret Service

Maille, Nicholas R.

From: Comeau, Terry
Sent: Wednesday, December 24, 2025 2:23 PM
To: Affinito, Edward G.; Maille, Nicholas R.
Subject: FW: Fraudulent Peckham ACH incident report
Attachments: Fraudulent Peckham ACH payment.docx

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made." ~Immanuel Kant

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 13:57
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>; Thomas, Frank <Thomasf@WarrenCountyNY.gov>
Subject: Fraudulent Peckham ACH incident report

Larry,

Please see attached and let me know if you need anything else from me.

Monica I Stark, CPA
Deputy County Treasurer
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845

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Nicholas Maille

Investigator

Incident # 2025-25920

01/02/2026

Supplemental

On today's date myself and Inv Morse spoke with Warren County Auditor Carla Sherman. Carla provided us with a written deposition in regards to this incident which Inv Morse will be attaching to his supplemental.

We attempted to speak with Warren County Treasurer employee Ellen Rose and was advised that she had the day off. I contacted Ellen via phone and she advised that she was unavailable for interview today as she was babysitting her granddaughter. Arrangements have been made for an interview and deposition to be conducted on Monday 01/05/2026 when she returns to work.

We also spoke with Warren County IT Dept employee Chris Povie. We inquired about getting voice call reports from the county phone system going into the desk phone of Ellen Rose in November. We were advised that he did not have access to that and he could e-mail Darrel Boutin who did have access but was not working today. At this time I am awaiting a response from Darrell Boutin.

INV MR

Nicholas Maille

Investigator

Incident # 2025-25920

01/05/2026

Supplemental

On today's date I met with Johnny Griffin from the NYSP Cyber Analysis Unit. Myself and Inv Morse escorted Inv Griffin and his unit to the Warren County IT Dept. Inv Griffin and his team then retrieved multiple records including but not limited to e-mails, phone records and Warren County website activity. Myself and Inv Morse provided no further assistance in regards to their collections of records.

Also, on today's date I was present during a conference call with Arleen Girard who is Senior Vice President of Arrow Bank. During this call Arleen Girard was able to confirm that the second ACH payment that was still pending to Discover Bank had since been reversed and Warren County was now in receipt of those funds. She was also able to confirm that they did have records of when Warren County had made notification to their establishment of the possible fraud and who had made that report along with the date and time this notification was made. Arleen stated that she would have to speak to her fraud department to see if a subpoena would be required to release this information to us. I did receive a correspondence back from Arleen stating that a subpoena would be required at this time.

I met with Warren County District Attorney Jason Carusone in regards to these possible subpoenas. DA Carusone was briefed on the information that we were looking to obtain through the subpoenas. I advised him that we were attempting to gain this information in attempts to rule out any possible crimes by any Warren County employees on when the fraud was detected and when notification was made to Arrow Bank. DA Carusone agreed this to be sufficient to file for the subpoenas and will be awaiting any possible results that may return from same.

Myself and Inv Morse then went to obtain deposition from Ellen Rose who is an employee at the Warren County Treasurer's Office. Upon arrival at the Treasurer's Office I advised the secretaries that we were there to meet with Ellen Rose who was aware of our meeting. As they attempted to enter the back offices to locate Ellen Rose they were stopped by Treasurer Christine Norton. I could overhear her ask if I was the one in the lobby looking for Ellen and they advised her that I was. It was at this time that Christine Norton exited her office and came into the lobby where Inv Morse and myself were standing. She stated that she was not sure if Ellen was out to lunch but would go into the back office and check. Christine then went into the back offices to return shortly after and stated that Ellen may have gone to lunch and was not at her desk. Christine then invited us into her office until Ellen returned. It was at

INV NR # 423

this time I activated my BWC as Christine had already advised us last week that she was now represented by an attorney at this time. Once we entered Christine's office she began asking us if we were investigating the internal components of the incident or the criminal aspect of this. I again advised Christine that I was not able to speak with her about this at this time as she had previously advised me that she had retained an attorney and that any correspondence would have to be done with her attorney's approval or them being present. Christine then stated she would go check for Ellen again and this time returned back to her office with Ellen. Myself and Inv Morse brought Ellen Rose to an open conference room in the Municipal Center were a written deposition was completed and will be attached to this supplemental. After completion of the deposition we had no further contact with any of the employees of the Warren County Treasurers Office at this time.

Myself and Inv Morse then went to Peckham Industries where we spoke with Jordan Mills D.O.B who is VP of Construction. Mr Mills also had Damian Murphy D.O.B who is President and CEO of Peckham Industries on speaker phone during this conversation. Mr Murphy stated that Warren County has always paid their invoices with paper checks and they have never had any requests to be paid via ACH or any other form of payment. He stated that they have never had an employee named Rafael Diaz and have never heard that name until they were notified of this fraudulent incident. They also advised that a similar situation had occurred to one of their vendors sometime in the late spring of 2025 and that the NYSP and the FBI were notified. He advised that during the summer of 2025 Peckham's had sent out an educational letter to all of their vendors advising them of fraudulent activity and reminding them to take all necessary precautions with any payments made. Mr Mills advised that he has a list of vendors this e-mail was sent to and that he would confirm this and send me an e-mail with the recipients. This ended our conversation with Mr Murphy and Mr Mills and I will be awaiting any further correspondence from Mr Mills.

Case status is open and investigation ongoing at this time.

INV MR 2025

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Ellen T Rose, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6386; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the accounting technician at the Warren County Treasurer's Office a position I have held since 2014. Sometime in the fall of 2025 I received a phone call to my desk phone from a male subject with an Indian accent claiming to be a representative from Peckham Industries. I am not sure if this call came directly to my phone line or if it was transferred to me. This male asked me about payment of an invoice for an amount I can not currently remember but was in the area of $2.1 Million. I currently had an invoice on my computer for Peckham Industries for this exact amount that he had mentioned. This invoice was listed in the Warren County system "New World". He asked me if he could have this paid as an ACH payment. I knew at this time that Christine Norton (Warren County Treasurer) was pushing for vendors to be paid via ACH payments. The ACH payments had been set up sometime in May of 2025 and have been used since then for one other vendor (Rogue Marketing through the Warren County Tourism Department). He asked me what he needed to to get the ACH set up. I told him that there was a link on the Warren County Treasurer Website to set up ACH payments. I told him that he needed authorization from the Warren County DPW to complete this. This ended our conversation. I then immediately called Carla Sherman (Warren County Auditor) and told her about the phone call I just received and that I had told him that he needed authorization from the Warren County DPW. I had made mention to Dan and Morgan who work in the Treasurer's Office along with Carla in the Auditor's Office that I had concern's over the ACH processing form on the website month's before this phone call was made to me. I did not bring this concern to Christine Norton because she was the one that was implementing this form. I process the payments that come into the Treasure's Office from the auditor and are prepared for payments to be issued. In December I received 2 edit listings (a list of all the invoices being paid and the vendors they are being paid to and the account number it is being paid out of) from Peckham Industries marked for ACH payment which is a separate batch than ones marked for paper checks.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials ER

01/05/2026
~~02/05/2025~~
Date

Inv NR #423
Witness

Signature

P-23 10/23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

Prior to me receiving these edit listings I forwarded the computer generated e-mail from Vinyl to Monica Stark (Deputy Treasurer) stating that she needed to get her e-mail listed added onto the county run "vinyl" run site which the ACH payments are listed. Monica Stark is the only one that makes the changes to the vendors. This would be a new change to Peckham Industries who normally in the past have received paper checks. I took these edit listings and went into the New World system and selected them as ACH payment and sent them to Monica Stark for review. Monica put her approval on the edit listings which were then sent back to me. I then went into banking system and I uploaded the file created in New World into the banking system. This now marks it as pending approval and is sent back to Monica Stark for final approval. Monica approved these at this time. I then went back into the banking system and sent a message to them stating that this was a Warren County Direct Deposit. At first this did not get approved by Arrow Bank because it exceeded our limit ACH payments. I believe Arrow Bank contacted our office to tell us about this and Monica had to make approval with Arrow Bank for this payment. After having some issues with the file not being approved due to exceeding our limit for the ACH the payment was finally able to be processed. After sending this payment I had no further involvement in this payment to Peckham Industries until I heard through the office that Peckham was looking for their payment which they did not receive.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

NM

Initials SR

01/05/2026 ~~02/05/2026~~ INV NR #423

Date Witness Signature

NM

P-21 10/23

Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, December 26, 2025 2:38 PM
To: Maille, Nicholas R.
Cc: Comeau, Terry; Affinito, Edward G.; Morse, Tyler J; Stark, Monica; Colvin, Michael; Elmen, Larry
Subject: Mike Colvin info

Hi Nick – in putting together my summary report – prior to – and up to the current issue – Mike Colvin was able to do some computer forensics with IP addresses, as well as track the original timeline of current issue from start to date....as such, you may want to speak with him.

Thank you –

Christine

Christine V. Norton
Christine V. Norton
County Treasurer
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6379
Email: nortonc@WarrenCountyNY.gov

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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, December 26, 2025 1:32 PM
To: Maille, Nicholas R.
Subject: RE: C Norton Text Screenshots

BUMMER!!! Yes I am here

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Friday, December 26, 2025 10:06 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: C Norton Text Screenshots

Good Morning Christine. I am afraid that this did not work. There area no attachments to the e-mail that you sent. I can stop over on Monday if you will be in the office and see if I can assist you with anything or other options we may have to get these.

Thank you,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 2:42 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: C Norton Text Screenshots

I am struggling getting these three to you - I hope this works this time! Please share w your team! Merry Christmas and thank you for your help with this matter!!

Best!

Christine

PS...Ed Affinito (sp?) just requested all of my documentation from November and I told him I would get that to you on Monday. I am also writing up an incident report similar to Monica's that will tie to this support.

Get Outlook for iOS

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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Monday, December 29, 2025 10:46 AM
To: Maille, Nicholas R.
Subject: FW: Comptroller's Investigation

As discussed.

From: Norton, Christine
Sent: Monday, December 29, 2025 9:00 AM
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>; LaFarr, James (Sheriff) <James.LaFarr@WarrenCountySheriffNY.us>
Subject: RE: Comptroller's Investigation

All good

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Monday, December 29, 2025 8:53 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>
Subject: Re: Comptroller's Investigation

I just talked to Jim. The Sheriff investigators will want to talk to you as well.

Get Outlook for iOS

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Monday, December 29, 2025 8:40:11 AM
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>
Subject: RE: Comptroller's Investigation

I will be fully available and I am fully documented – I will be nothing but transparent.

Cnristine

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Monday, December 29, 2025 8:18 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>
Subject: Comptroller's Investigation

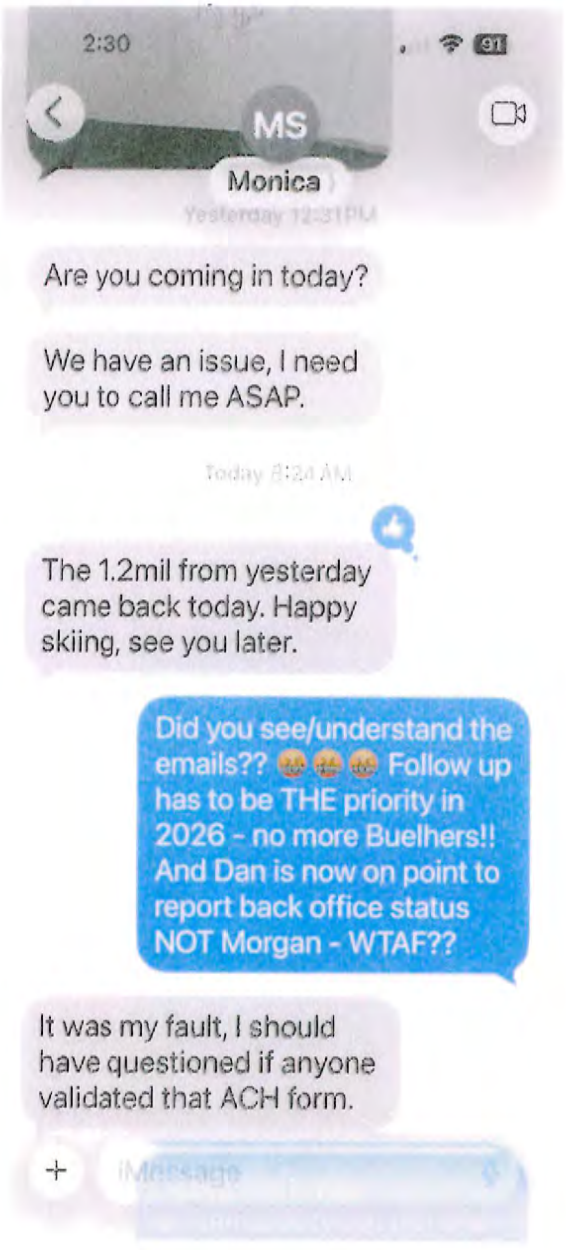
Christine

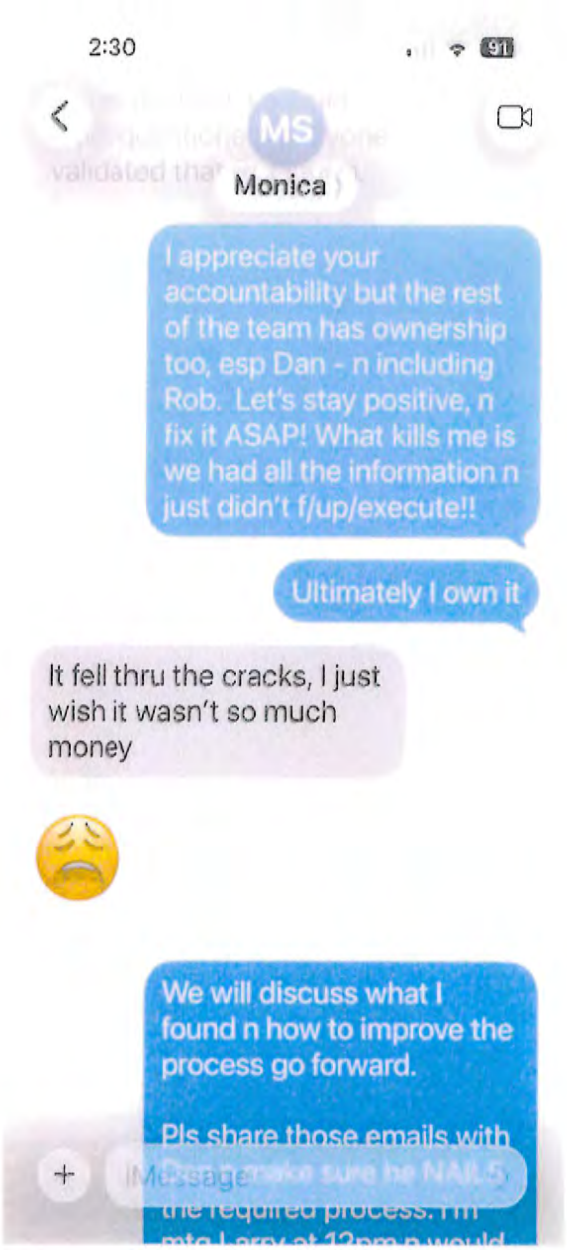
The Investigator from the Comptroller's Office would like to talk to you before you leave for vacation. I would appreciate your making yourself available this week and next Monday if possible. I've given them your contact information.

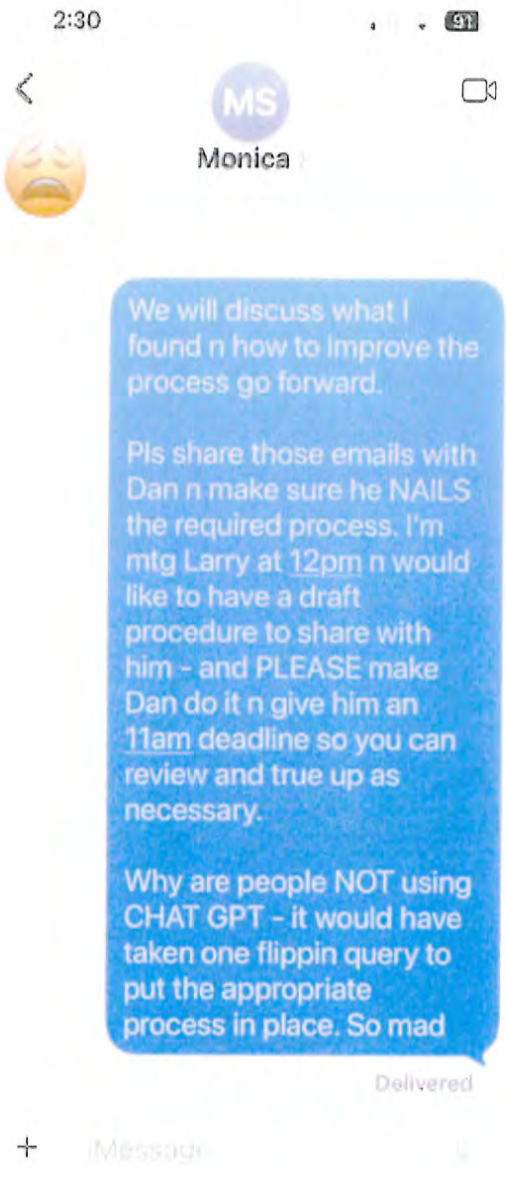
Thanks,
John

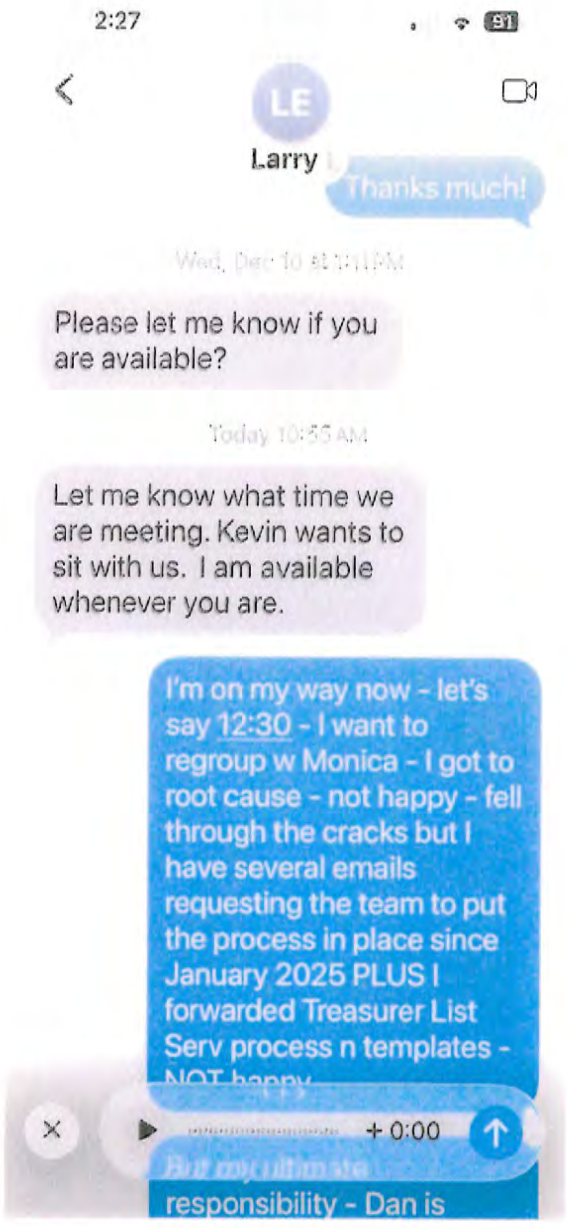
Get Outlook for iOS

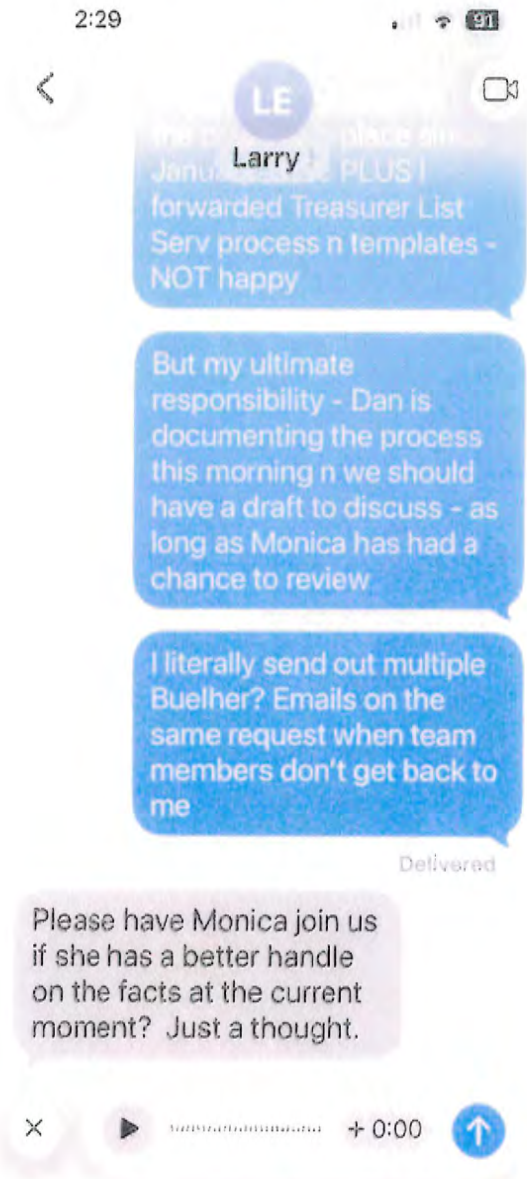
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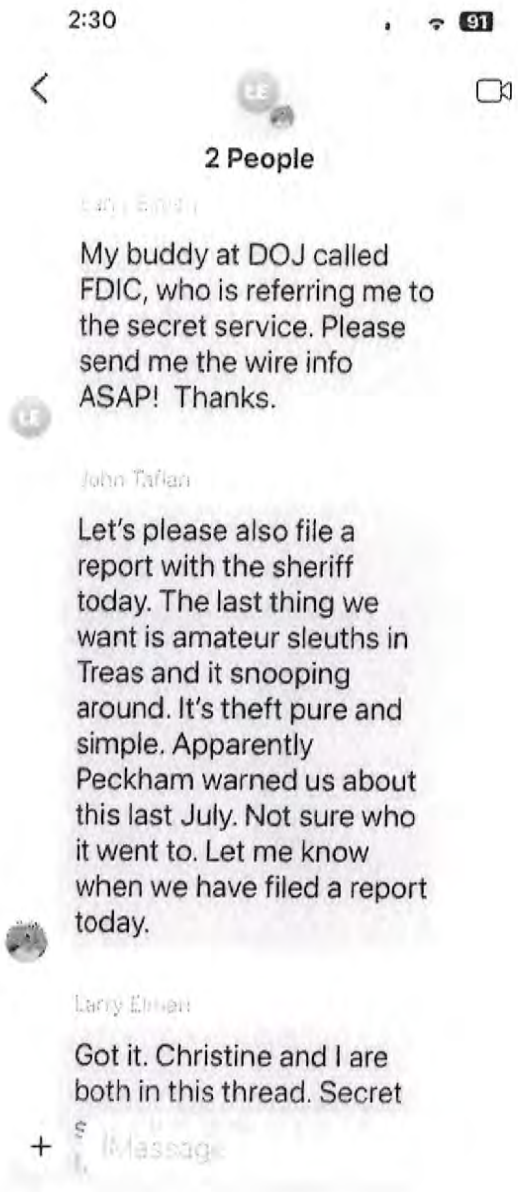

2:30
91
MS
Monica
Yesterday 12:31 PM
Are you coming in today?
We have an issue, I need you to call me ASAP.
Today 8:24 AM
The 1.2mil from yesterday came back today. Happy skiing, see you later.
Did you see/understand the emails?? 🤬🤬🤬 Follow up has to be THE priority in 2026 - no more Buelhers!! And Dan is now on point to report back office status NOT Morgan - WTAF??
It was my fault, I should have questioned if anyone validated that ACH form.
+
iMessage

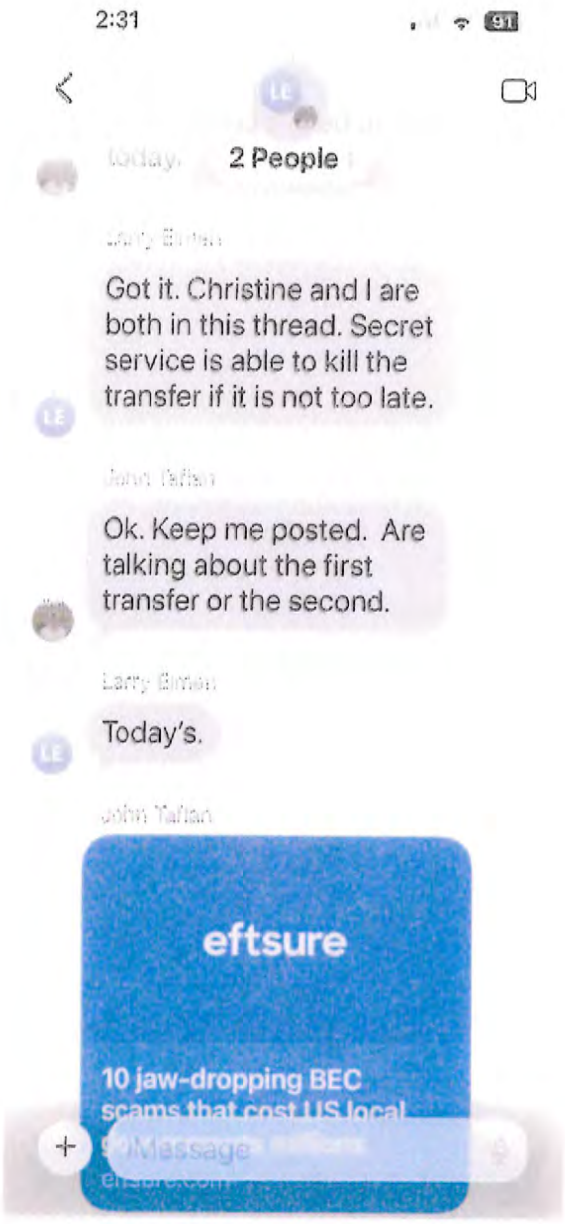

2:30
MS
Monica
I appreciate your accountability but the rest of the team has ownership too, esp Dan - n including Rob. Let's stay positive, n fix it ASAP! What kills me is we had all the information n just didn't f/up/execute!!
Ultimately I own it
It fell thru the cracks, I just wish it wasn't so much money
We will discuss what I found n how to improve the process go forward.
Pls share those emails with
iMessage


2:30
MS
Monica
We will discuss what I found n how to improve the process go forward.
Pls share those emails with Dan n make sure he NAILS the required process. I'm mtg Larry at 12pm n would like to have a draft procedure to share with him - and PLEASE make Dan do it n give him an 11am deadline so you can review and true up as necessary.
Why are people NOT using CHAT GPT - it would have taken one flippin query to put the appropriate process in place. So mad
Delivered
Message

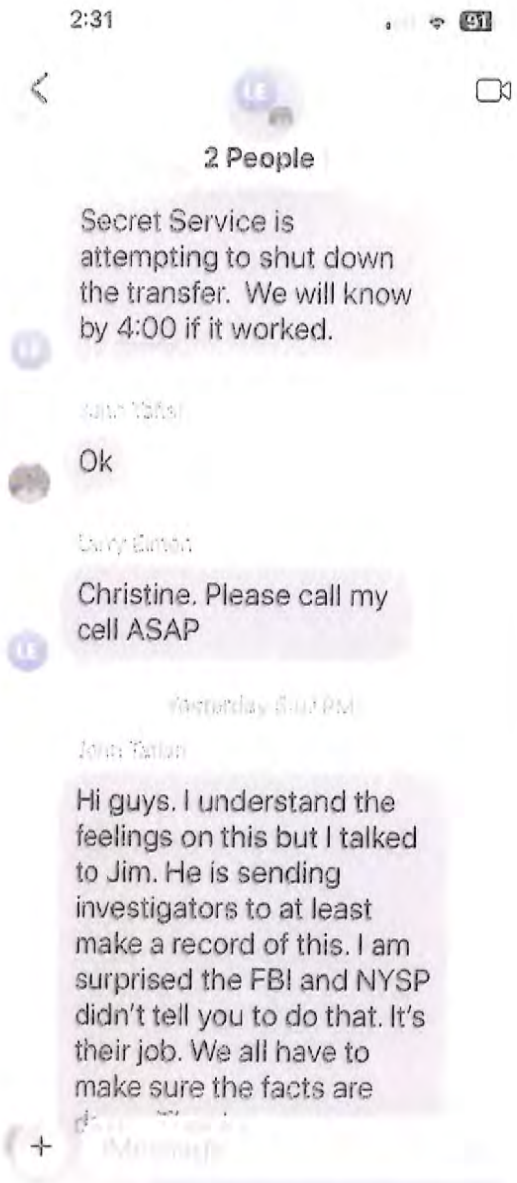

2:27
LE
Larry
Thanks much!
Please let me know if you are available?
Today 10:55 AM
Let me know what time we are meeting. Kevin wants to sit with us. I am available whenever you are.
I'm on my way now - let's say 12:30 - I want to regroup w Monica - I got to root cause - not happy - fell through the cracks but I have several emails requesting the team to put the process in place since January 2025 PLUS I forwarded Treasurer List Serv process n templates -
0:00
responsibility - Dan is

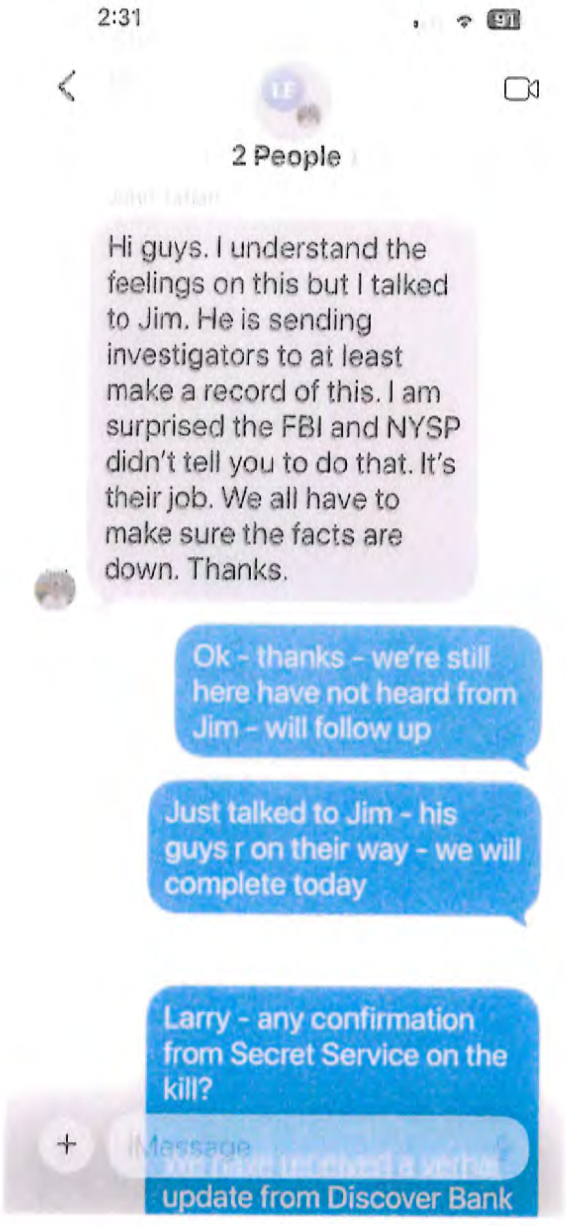

2:29
91
LE
Larry
PLUS I forwarded Treasurer List Serv process n templates - NOT happy
But my ultimate responsibility - Dan is documenting the process this morning n we should have a draft to discuss - as long as Monica has had a chance to review
I literally send out multiple Buelher? Emails on the same request when team members don't get back to me
Delivered
Please have Monica join us if she has a better handle on the facts at the current moment? Just a thought.
0:00

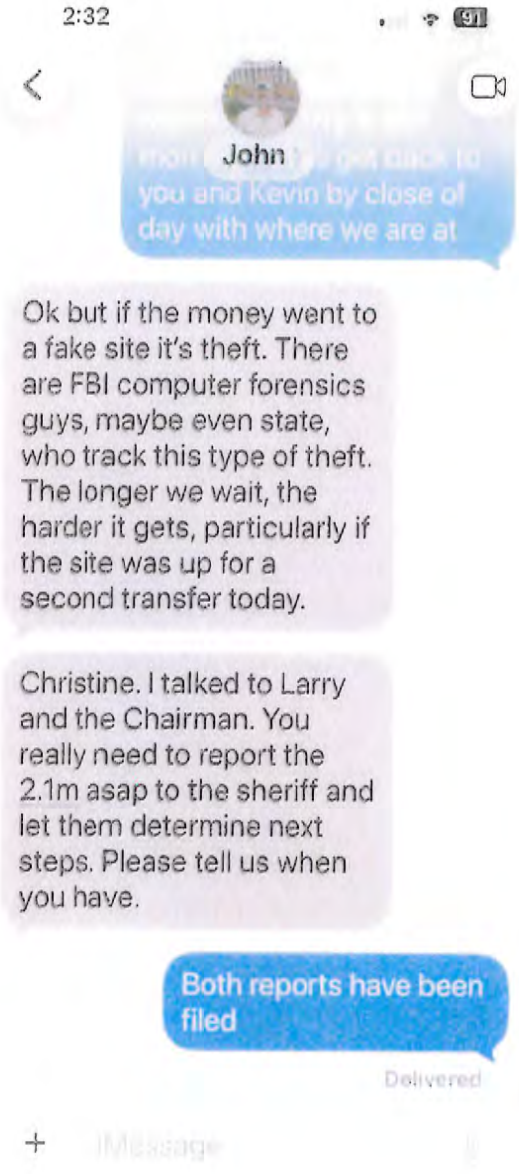

2:30
91
2 People
My buddy at DOJ called FDIC, who is referring me to the secret service. Please send me the wire info ASAP! Thanks.
John Tafian
Let's please also file a report with the sheriff today. The last thing we want is amateur sleuths in Treas and it snooping around. It's theft pure and simple. Apparently Peckham warned us about this last July. Not sure who it went to. Let me know when we have filed a report today.
Got it. Christine and I are both in this thread. Secret
Message


2:31
91
2 People
Got it. Christine and I are both in this thread. Secret service is able to kill the transfer if it is not too late.
Ok. Keep me posted. Are talking about the first transfer or the second.
Today's.
eftsure
10 jaw-dropping BEC scams that cost US local
iMessage


2 People
10 jaw-dropping BEC scams that cost US local governments millions
Apparently these are becoming more common. We'll need to make sure our checks and balances are tight. Chin up.
Just another heads up. The police blotter generally says larceny reported and address. No one will be watching from the press over Christmas (particularly here) but if you need me to call Jim to keep it quiet let me know. Also recommend (sounding like Larry) keep email traffic to minimum.


2:31
2 People
Secret Service is attempting to shut down the transfer. We will know by 4:00 if it worked.
Ok
Christine. Please call my cell ASAP
Hi guys. I understand the feelings on this but I talked to Jim. He is sending investigators to at least make a record of this. I am surprised the FBI and NYSP didn't tell you to do that. It's their job. We all have to make sure the facts are


2:31
91
2 People
Hi guys. I understand the feelings on this but I talked to Jim. He is sending investigators to at least make a record of this. I am surprised the FBI and NYSP didn't tell you to do that. It's their job. We all have to make sure the facts are down. Thanks.
Ok - thanks - we're still here have not heard from Jim - will follow up
Just talked to Jim - his guys r on their way - we will complete today
Larry - any confirmation from Secret Service on the kill?
iMessage
update from Discover Bank


2:32
91
John
you and Kevin by close of day with where we are at
Ok but if the money went to a fake site it's theft. There are FBI computer forensics guys, maybe even state, who track this type of theft. The longer we wait, the harder it gets, particularly if the site was up for a second transfer today.
Christine. I talked to Larry and the Chairman. You really need to report the 2.1m asap to the sheriff and let them determine next steps. Please tell us when you have.
Both reports have been filed
Delivered
iMessage

Nicholas Maille

Investigator

Incident # 2025-25920

01/06/2026

Supplemental

On todays date I filed the appropriate paperwork with the Warren County District Attorney's Office for a subpoena request for the records from Arrow Bank in relation to this incident.

I have received an e-mail correspondence from Mr Mills from Peckham Industries. Copies of the e-mail have been added to the case file. Mr Mills also provided information on their fraud educational letter that was sent out on 07/21/2025 and the Warren County offices that the letter were sent to. The letter was mailed to 4028 Main St, Warrensburg NY (Warren County DPW) and were sent to the following e-mails:

[redacted] (Edward Donough, Warren County DPW)

[redacted] (Ann Kocsis, Warren County DPW)

[redacted] (Amy Clute, Warren County Self Insurance, retired employee)

I confirmed these e-mails with Warren County IT employee Chris Povie to belong to the attached employees.

A copy of the letter that was distributed is attached to this supplemental.

On today's date myself and Inv Morse went to the Warren County Treasurer's Office to obtain deposition from Daniel Donohue. We were greeted at the Treasurer's Office by Treasurer Christine Norton. She wished to provide us with her attorney's name and phone number as Kevin Luibrand (518)783-1100 and stated that he would be contacting myself for possible future interview. There were no further conversations with Christine Norton at this time.

Myself and Inv Morse obtained written deposition from Daniel Donohue which will be attached to this supplemental.

On today's date I received a correspondence e-mail from Johnny Griffin of the NY State Police with preliminary results from the IT data they retrieved this week including Warren County e-mails and phone logs. These results have been added to the case file.

Case status is open and investigation ongoing at this time.

INV NR [redacted]

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Daniel E Donohue, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6385; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurers Office as an accountant, a position I have held for 14 Years. On or about the end of 2024 and the beginning of 2025 I was approached by Rob Lynch who was the Deputy Treasurer of Warren County at that time. He told me that Christine Norton who was the Warren County Treasurer at this time was looking to set up ACH payments. Rob told me that he thought this was not a good idea at this time and I agreed because the end of the year closing of the books and that it needed more time and thought put into it. Around the end of May 2025 I was attached to an e-mail from Rob Lynch to Jeremy Scrime (Warren County IT) that stated that we had our first ACH payment request form. Rob then showed me how to enter the ACH form into New World. During this time the departments that receive the invoices were supposed to be working with the vendors requesting the ACH form of payment. The department that pay the invoices were supposed to place these invoices in a separate batch for ACH payments instead of paper check payments. During this period there was no formal policy through the Treasurer's Office on handling ACH payments. There was only department e-mails from Rob Lynch saying that the department receiving the invoices for payment should be working in coordination with that specific vendor requesting ACH payments. During this period my co workers Morgan and Ellen and myself were vocal about using the ACH payment process without without any formal guidance or procedures in place. It was during this time that Rob Lynch had officially retired but had returned to assist in helping the office as I had multiple leaves of absence due to emergency family matters. I was not in the office much during this time period due to these matters. During this time the office was extremely busy due to my leave of absence and the retirement of Rob Lynch. Christine Norton was still attempting to push foreword the ACH payments even without a written policy in place. During this time period there was a lot of change in staffing within the office.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials DD

1/6/26
Date

INV NR 1423
Witness

Signature

P-23 10/23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

The Treasurers Office did not promote the ACH payment program and this was supposed to have been done by the individual department's. During this time frame we had very little to no activity requesting ACH payments. In November of 2025 my co worker Ellen Rose approached me and stated that she received a phone call from a person claiming to be from Peckham Industries looking to set up an ACH payment. She told me that the man had a foreign accent and that he had invoice numbers and the amounts of the invoices. She told me that she had told them that they needed to contact DPW and work through their contact. In the middle of December 2025 I overheard someone in the office say that they needed to pull the Peckham invoices to be placed in a separate batch for ACH payments. I heard them say that DPW would have to put them in a separate batch. After this conversation I had not heard anything further about any of these ACH payments to Peckham Inudstries until December 23, 2025 when I received a message from Christine Norton to myself and Monica Stark saying she needed everyone in her office because there was an emergency. Thats when I was notified by Christine and Monica about what had happened with the fraudulent ACH payment to Peckham Industries. They had told me that they had already reached out to Arrow Bank, the FBI and the NY State Police. At this point I told Christine and Monica that they needed to remove the ACH payment request form from the public Warren County Website. I am not sure who completed this but they were able to remove the form from the website. At this point this was the end of my involvement in regards to this incident.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials DD

1/6/26 TANNR [illegible] [illegible]

Date Witness Signature

P-21 10/23

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel: 914.949.2000 Fax: 914.517.0161

Date: July 21, 2025

Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.
We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These **fraudulent emails** often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have not changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:
On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.
If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Maille, Nicholas R.

From:	Parker Mills <pmill@peckham.com>
Sent:	Tuesday, January 6, 2026 11:34 AM
To:	Maille, Nicholas R.
Cc:	Jennifer Harvey
Subject:	Peckham Industries Meeting Follow-up
Attachments:	Fraud Protection Letter 072125.pdf

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Investigator Maille,

We have collected the following information based on our discussion yesterday:

1) Our Finance Department has reviewed the past five (5) years of payment history – and that review reveals zero (0) electronic fund transfers and only a single credit card payment. Payments were overwhelmingly made via checks. Our Finance Department views the single credit card transaction as an anomaly.

2) The County has averaged 31 payments to Peckham per year over the past 5 years.

3) We sent a letter to numerous customers, including Warren County, in July. We believe this letter was communicated to more than 6,700 emails, plus mailings, and was related to an attempted fraud – not one that caused damage to any of our companies or vendors – which arose from a July 14, 2025 fraudulent email sent to one of our customers in Massachusetts requesting a change in our payment method.[1] That customer appropriately reached out to us to verify the request, and as a result the attempted fraud was identified before any payments were made. Our system was not "hacked" at that time or any other, and we have no reports of our system or emails being compromised. Nonetheless, we felt that it was important to affirmatively advise our customers and vendors of best practices with regard to this sort of fraud.
   (1) A copy of our 7/21/25 letter is attached.
   (2) Our records show we used the hard-copy mailing address of our customer: 4028 Main St, Warrensburg NY 12885.
   (3) Our records also show that we emailed the letter to:
      1. donougheye@warrencountyny.gov
      2. kocisa@warrencountyny.gov
      3. clutea@warrencountyny.gov

When our personnel were provided with the ACH transfer information relative to the County's transactions, we were provided with only partial information by the County. The partial information provided demonstrated accounts that we do not have and an EIN which is not correct. We requested further

information, including the fraudulent email from [redacted] (a domain name that has never been registered to us and an employee name which has not matched with any of our employees, past or present), but that information has not yet been forthcoming.

[1] Noting (as this incident was discussed at the meeting yesterday) that in the April-May timeframe, one of our vendors, an equipment distributor, was the apparent target of malware which allowed fraudsters to use the vendor's email system to communicate a fraudulent change in payment mode (from check to ACH), which resulted in our accounts payable personnel making several payments to the fraudulent account before the fraud was identified. Again, to our knowledge, our system was not compromised by the vendor's issue. That fraud was fully reported to law enforcement, including via IC3.gov and to the State Police. The event resulted in changes in our internal processes (as to verifications in payment changes and vendor contact information) and was not the impetus to send the letter in July.

I will respond in a separate email to coordinate a conference call regarding this subject.

Thank you,

J. Parker Mills
Vice President of Construction Services
Peckham Industries, Inc.
75 King Spring Road
Windsor Locks, CT 06096
Cell: 413.640.0459

PECKHAM
INDUSTRIES, INC.

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[1] Noting (as I believe this incident was discussed at the meeting yesterday) that in the April-May timeframe, one of our vendors, an equipment distributor, was the apparent target of malware which allowed fraudsters to use the vendor's email system to communicate a fraudulent change in payment mode (from check to ACH), which resulted in our accounts payable personnel making several payments to the fraudulent account before the fraud was identified. Again, to our knowledge, our system was not compromised by the vendor's issue. That fraud was fully reported to law enforcement, including via IC3.gov and to the State Police. The event resulted in changes in our internal processes (as to verifications in payment changes and vendor contact information) and was not the impetus to send the letter in July.

Maille, Nicholas R.

From: Parker Mills <pmill@peckham.com>
Sent: Tuesday, January 6, 2026 4:14 PM
To: Maille, Nicholas R.
Subject: RE: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, we could do that. Would 2:30 PM work? Also, would it be possible to have a few people join by Teams as well?

If so, I would have 2 in person and two by Teams. If not, then plan on 4 of us attending in person. I can provide names and positions once I know if the Teams is permissible.

Thank you,

Parker Mills
Peckham Industries, Inc.
Cell: 413.640.0499

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 6, 2026 1:02 PM
To: Parker Mills <pmill@peckham.com>
Subject: RE: Peckham Industries

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr Mills,

Thank you very much for the response and the information provided. Is there any chance you guys would be available to come to our office on Friday for the meeting? If you are not able to do this then I think we would like to try and set up a zoom meeting.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Parker Mills <pmill@peckham.com>
Sent: Tuesday, January 6, 2026 11:36 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Would Friday at 2PM (or anytime after) work for you and Investigator Morse? Would you like to meet in person at our Hudson Falls office or through video conference (Teams/Zoom)?

Thank you,

Parker Mills
Peckham Industries, Inc.
Cell: 413.640.0499

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 6, 2026 10:29 AM
To: Parker Mills <pmill@peckham.com>
Subject: RE: Peckham Industries

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr Mills,

Thank you for taking the time to meet with myself and Inv Morse yesterday. We would gladly set up a conference call with your team and can do this at your availability. Please just let me know when you would like to do this and I can make arrangements on our end.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Parker Mills <pmill@peckham.com>
Sent: Monday, January 5, 2026 4:08 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>

Cc: Jennifer Harvey <[redacted]>; Damian Murphy <[redacted]>
Subject: Peckham Industries

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Investigator Maille,

Thank you for stopping by the office today. I am collecting the definitive answers to a few of your questions, and I hope to send that back to you tomorrow morning. I also wanted to offer that if you would like to set up a virtual or in-person meeting with our team to discuss the incident, we would be happy to schedule the appropriate managers from Peckham's finance and IT teams.

If you need anything, please do not hesitate to reach out.

Thank you,

J. Parker Mills
Vice President of Construction Services
Peckham Industries, Inc.
78 King Spring Road
Windsor Locks, CT 06096
Cell: 413.640.3498

PECKHAM INDUSTRIES INC.

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Sherman, Carla

From: Sherman, Carla
Sent: Thursday, November 20, 2025 2:59 PM
To: Barlow, Tamara
Cc: Kocsis, Ann
Subject: Peckham

Ellen called me a couple days ago to let me know that Peckham Road Corp has requested to be paid by ACH going forward. Not sure if they contacted you or not. Please put any payments to them in a separate batch so it's easier for us to track in our spreadsheets. You shouldn't need to do anything else other than make sure you use the primary address that has the banking information.

Carla Sherman, CIA, IAP
Warren County Auditor
1340 State Route 9
Lake George, NY 12845
518-761-6413

Maille, Nicholas R.

From: Parker Mills <pmill@peckham.com>
Sent: Wednesday, January 7, 2026 11:17 AM
To: Maille, Nicholas R.
Cc: Jennifer Harvey; Matt Dorman; Matthew Webb
Subject: RE: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Inv. Maille,

Please see below who will be attending the 1/9 meeting at 2:30. Emails for each person is included in the Cc line.

In-Person
Parker Mills, Vice President of Construction
Jen Harvey, Vice President and Legal Counsel

By Teams
Matt Webb, Chief Information Officer
Matt Dorman, Director of Credit

Parker Mills
Peckham Industries, Inc.
Cell: 413.640.0499

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 6, 2026 4:16 PM
To: Parker Mills <pmill@peckham.com>
Subject: RE: Peckham Industries

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes that would work great. Teams would work fine and I will get it arranged. We look foreword to seeing you on Friday at 2:30. Thank you so much.

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Parker Mills <pmill@peckham.com>
Sent: Tuesday, January 6, 2026 4:14 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
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Yes, we could do that. Would 2:30 PM work? Also, would it be possible to have a few people join by Teams as well?

If so, I would have 2 in person and two by Teams. If not, then plan on 4 of us attending in person. I can provide names and positions once I know if the Teams is permissible.

Thank you,

Parker Mills
Peckham Industries, Inc.
Cell: 413.640.0499

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 6, 2026 1:02 PM
To: Parker Mills <pmill@peckham.com>
Subject: RE: Peckham Industries

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Hi Mr Mills,

Thank you very much for the response and the information provided. Is there any chance you guys would be available to come to our office on Friday for the meeting? If you are not able to do this then I think we would like to try and set up a zoom meeting.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Parker Mills <pmill@peckham.com>
Sent: Tuesday, January 6, 2026 11:36 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
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Would Friday at 2PM (or anytime after) work for you and Investigator Morse? Would you like to meet in person at our Hudson Falls office or through video conference (Teams/Zoom)?

Thank you,

Parker Mills
Peckham Industries, Inc.
Cell: 413.640.0499

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 6, 2026 10:29 AM
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Subject: RE: Peckham Industries

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Good Morning Mr Mills,

Thank you for taking the time to meet with myself and Inv Morse yesterday. We would gladly set up a conference call with your team and can do this at your availability. Please just let me know when you would like to do this and I can make arrangements on our end.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: Parker Mills <pmill@peckham.com>
Sent: Monday, January 5, 2026 4:08 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountyCivilPolice.us>
Cc: Jennifer Harvey <jharv@peckham.com>; Damian Murphy <[illegible]@peckham.com>
Subject: Peckham Industries

Warning: Unusual sender <pmill@peckham.com>
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Investigator Maille,

Thank you for stopping by the office today. I am collecting the definitive answers to a few of your questions, and I hope to send that back to you tomorrow morning. I also wanted to offer that if you would like to set up a virtual or in-person meeting with our team to discuss the incident, we would be happy to schedule the appropriate managers from Peckham's finance and IT teams.

If you need anything, please do not hesitate to reach out.

Thank you,

J. Parker Mills
Vice President of Construction Services
Peckham Industries, Inc.
75 King Spring Road
Windsor Locks, CT 06096
Cell: 413.640.0459

PECKHAM
INDUSTRIES, INC.

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Nicholas Maille

Investigator

Incident # 2025-25920

01/09/2026

Supplemental

On today's date I obtained a written deposition from Morgan Urrico who is a Jr Accountant at the Warren County Treasurer's Office. This statement is attached to this supplemental.

On today's date I also obtained a written statement from Kimberly Smith who is a Principal Accountant at the Warren County Treasurer's Office. This statement is attached to this supplemental.

I have reviewed the Warren County phone log report that was sent to me from the New York State Police. In one of the reports is an excel spread sheet with 21 contacts dating from 11/10/2025 until 12/08/2025. These contacts have all come from the phone number 347-272-9617. This is the same phone number that was listed on the ACH request form that was submitted on the Warren County Public Website. One of these phone calls came into Claudia Mundell who is an employee of the Warren County Treasurer's Office and the call lasted 7 Minutes. I interviewed Claudia Mundell D.O.B . I inquired if she remembered having this phone conversation which she stated that she did not. She stated that she receives multiple phone calls from vendors asking questions about payments and if they were made. She stated that she does not remember receiving a phone call of anyone inquiring about payments to Peckham Industries.

I was also advised on today's date that a Facebook post under the name of "Elect Christine Norton for Treasurer" had a post-dated January 8, 2026 containing information in regards to this investigation. Copies of this Facebook post have been printed and attached to this supplemental. I preservation request has also been sent to Facebook at this time for that account and receipt of that request is attached to this supplemental.

On today's date at 1430 hours I attended a conference at our station with representatives from Peckham Industries. The following members were present for the meeting:

Parker Mills – Chief Information Officer for Peckham Industries

Jen Harvey – Vice President and Legal Counsel for Peckham Industries

INV NR #25

Matt Web – Chief Information Officer for Peckham Industries (Virtual Attendance)

Matt Dorman – Director of Credit for Peckham Industries (Virtual Attendance)

Law Enforcement in attendance:

Undersheriff Comeau – Warren County S.O

Inv Sgt Affinito – Warren County S.O

Inv Maille – Warren County S.O

Inv Morse – Warren County S.O

Joseph Montagnola - NYSP

Johnny Griffin - NYSP

Andrew Braley – FBI

In sum and substance Peckham's representatives explained how their system has not been compromised and detailed an incident that occurred in April of 2025 one of their customers "Dibble Equipment" and a security breach in their employee e-mails. This caused a fraudulent transaction to occur via Dibble Equipment sending payments to a fraudulent account and not to Peckham Industries. I have obtained a copy of the IC3 that was filed by Peckham Industries and will be attached to this supplemental. At no time did Peckham have a breach in their accounting or e-mail servers.

I received a copy of the insurance claim made by Warren County to Travelers Bond and Specialty Insurance Claim in regards to this incident. A copy of this claim is attached to this supplemental.

I received an e-mail correspondence from Luibrand Law Firm stating that they are currently representing Warren County Treasurer Christine Norton. In sum and substance Attorney Luibrand stated that Ms Norton will not sit for an interview with any representative of the Sheriff's Department and that Ms Norton will readily sit with members of the FBI, NYS or Secret Service and can do so without counsel being present. A copy of this letter is attached to this supplemental.

INV WR

LUIBRAND LAW FIRM, PLLC
950 NEW LOUDON ROAD, SUITE 270
LATHAM, NEW YORK 12110

Kevin A. Luibrand, Esq.
Ashlynn R. Savarese, Esq.

Phone: (518) 783-1100
Fax: (518) 783-1901
Service by Fax is not accepted

Paralegals:
Janet L. Murray
Jennifer Setford

Professional Staff:
Mary Grace Luibrand

January 9, 2026

Warren County Sheriff's Office
1400 Route 9
Lake George, New York 12845

ATTENTION: Investigator Nick Maille

Re: Christine Norton

Dear Investigator Maille:

Thank you for telephoning my office on Wednesday, January 7, 2026 at 2:15 p.m.

As you know, I now represent Christine Norton. While Ms. Norton was certainly prepared to meet and speak to you, comments made by the Sheriff's Department at an open organization meeting on January 6, 2026 appeared to support information that we had obtained that the Sheriff's Department investigation has political underpinnings. Based upon many years of experience, the New York State Police and the FBI typically handle fraud investigations of this type. I am aware that both agencies have been involved in some respects with respect to the investigation of the theft from Warren County. We have concluded, with disappointment in the process, that the involvement of the Sheriff's Department in the investigation, based upon public political statements, is not an investigation with which we have confidence. Accordingly, Ms. Norton will not sit for an interview with any representative of the Sheriff's Department. I note, however, that to the extent your investigation is linked in any way to either the New York State Police investigation or any investigation by the Federal Bureau of Investigation or Secret Service, Ms. Norton will readily sit for any interview with any of those organizations. Based upon

my understanding of the facts to date, I suspect she will meet with any of them without the presence of counsel as I do not see the need for counsel to be present.

Thank you for your professionalism to date.

Very truly yours,

LUIBRAND LAW FIRM, PLLC

By: Kevin A. Luibrand, Esq.

KAL:jlm

facebook



ELECT Christine Norton for Treasurer

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ELECT Christine Norton for Treasurer ...

Intro

Thrilled to be back home and share my professional ethics and business acumen for the benefit of all

Page · Political Candidate

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(518) 744-0067

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Photos

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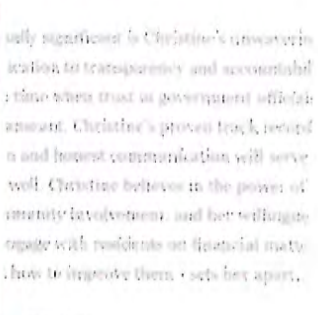












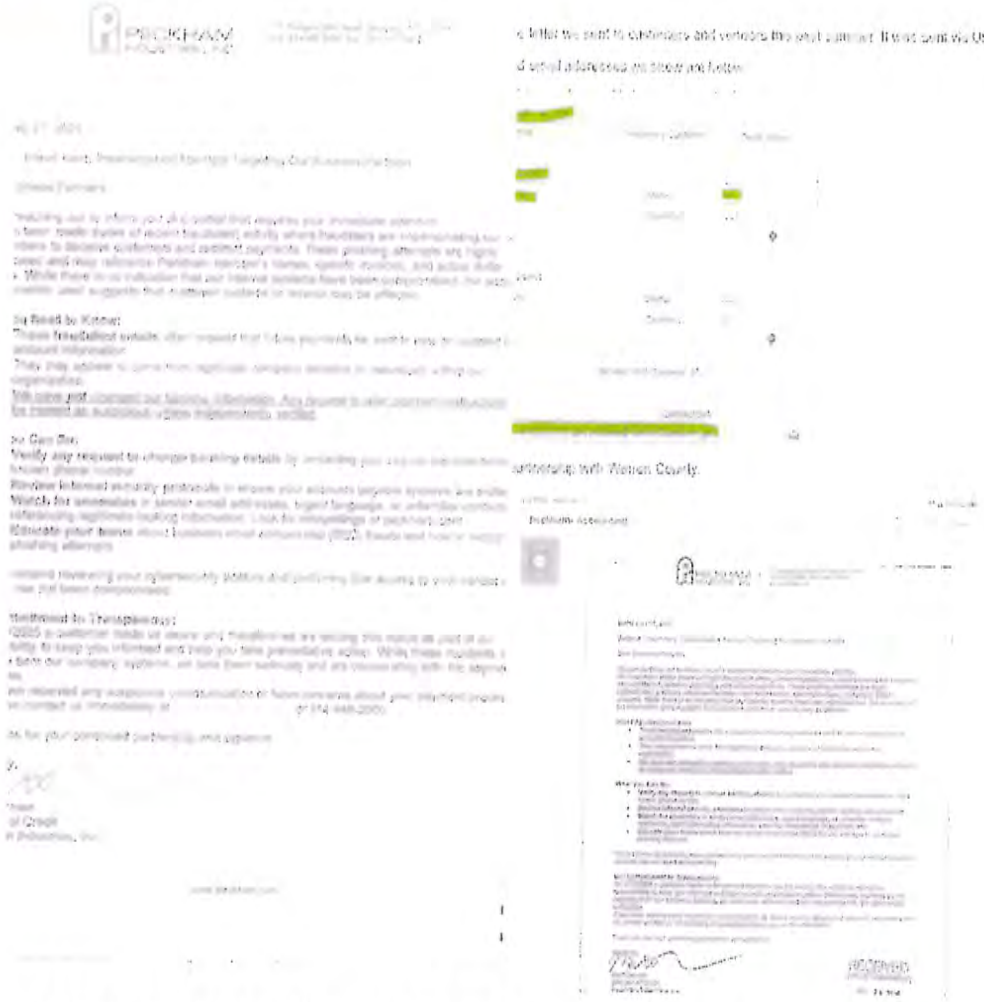
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ELECT Christine Norton for Treasurer
1d ·

January 8, 2026
To the Taxpayers of Warren County (WC),... See more

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Mark Prendeville

Thank you for letting us know what happened.

23h 4

Author

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copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via em

ddress and email addresses we show are below:



value our partnership with Warren County.

ELECT Christine Norton for Treasurer
1d ·

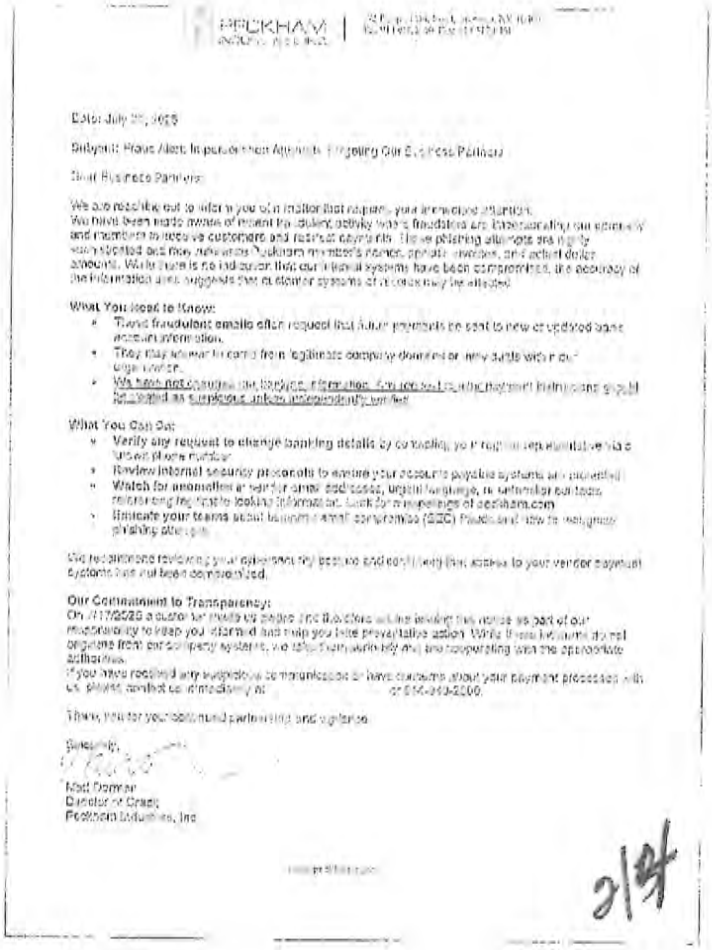
Peckham July 21, 2025 Fraud Alert e-mailed to the WC DPW.

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No comments yet
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or



Date: July 21, 2025

Subject: Fraud Alert to protect our Agencies' Ongoing Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.
We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may appear to originate from member's names, emails, invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or communications may be affected.

What You Need to Know:

- These fraudulent emails often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or may spoof with our legal name.
- We have not changed our banking information. If you receive such requests, they should be treated as suspicious unless independently verified.

What You Can Do:

- Verify any request to change banking details by contacting your [illegible] representative via a known phone number.
- Review internal security protocols to ensure your accounts payable systems are protected.
- Watch for anomalies in sender addresses, urgent language, or unfamiliar call backs, remaining vigilant in looking for [illegible]. Look for misspellings of peckham.com
- Educate your teams about business email compromise (BEC) tactics and how to recognize phishing attempts.

We recommend reviewing your agreements, processes and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:

On 7/17/2025 a courier for FedEx pickup and Box store [illegible] delivering this notice as part of our responsibility to keep you informed and help you take preventative action. While it was [illegible] do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.

If you have received any suspicious communications or have concerns about your payment processes with us, please contact our [illegible] at [illegible] or 614-253-2200.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Donmyer
Director of Credit
Peckham Industries, Inc

2/4

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Peckham July 21, 2025 Fraud Alert mailed to the WC DPW in Warrensburg NY.

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ELECT Christine Norton for Treasurer

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Intro

Thrilled to be back home and share my professional ethics and business acumen for the benefit of all

Page · Political Candidate

131 Meadowbrook Rd, Queensbury, NY, United States, New York

(518) 744-0067

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ELECT Christine Norton for Treasurer
1d ·

January 8, 2026
To the Taxpayers of Warren County (WC),

I hope many of you saw Tuesday's Warren County Board Meeting where the $3.3M phishing/fraud scheme perpetrated on the County was discussed at length. For those of you who did not, here is the link with approximate time stamps:

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Warren County Leadership, led by the WC CEO/Chairman of the Board, Kevin Geraghty.

• CLARIFICATION of WC SHERIFF'S COMMENTS:

On 12.23 my team was advised of likely fraudulent ACH's paid to Peckham Industries on valid 2025 invoices:

• We immediately contacted Arrow Bank about the suspected fraud and followed their EXACT Federal & NYS fraud reporting protocol, which was to specifically contact the FBI (IC3 Form) and the NYS Police.

• We did not intentionally NOT contact the WC Sheriff's Department, it was simply not part of Arrow's Federal and NYS fraud protocol.

• The County Administrator advised that he called the WC Sheriff advising of the situation within 2-3 hours of the Treasurer's Office reporting the fraud to Arrow, the FBI and the NYS Police.

• PECKHAM FRAUD ALERT:

In July 2025, Peckham Industries, a large county paving vendor, had an attempt to hack its bank accounts. On July 21, 2025, Peckham sent a Fraud Alert to its customers. To ensure there was notification to its customers, including Warren County, Peckham sent a FRAUD ALERT in two separate and distinct ways, via US Mail (posted letter) and email to their customer contacts. See below for the letter and email contacts to the Warren County Department of Public Works (DPW), as well as to the Town of Queensbury Highway Department (Attachments A-C).

The Peckham FRAUD ALERT was sent to a limited group of people at the county, specifically the CEO/Chairman of the Board, Kevin Geraghty, and the DPW Department. Peckham's FRAUD ALERT directed the county to take the following fraud preventative measures:

• Verify any request coming from Peckham to change banking details;

• Review internal security protocols related to Peckham;

• Watch for anomalies in Peckham communications to the county; and

• Educate your teams.

The Peckham FRAUD ALERT, though received by the WC CEO/Chairman of the Board and the WC Department of Public Works, was NEVER shared with the Treasurer's office even though the Treasurer's office was a significant part of the county's financial team.

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County Treasurer's Department, as the Peckham FRAUD ALERT clearly states to educate/inform your teams.

Peckham was relying upon the County CEO/Chairman and DPW to alert all critical departments in the county. If either the WC CEO/Chairman of the Board, Kevin Geraghty, or the Warren County Department of Public Works had fulfilled their responsibility and notified the Treasurer and other critical departments of the County finance team, this FRAUD perpetrated on Warren County WOULD NEVER HAVE OCCURRED because the Peckham account and related protocols and procedures would have been FLAGGED by EVERYONE in the county involved in the voucher payment process.

The Treasurer's Department has successfully clawed back $1.2 million of the $3.3M fraudulently obtained money. And to date, Federal authorities have frozen $800K more that will be recouped by the County, and are optimistic that a portion of the remaining funds will also be recovered. In addition, the Warren County Attorney's office is seeking a potential Cyber Security indemnification of $250K.

Federal, State and the WC Sheriff's authorities, working together, have identified a person of interest.

In the meantime, we are ALL working to evaluate communication and control weaknesses, and already see improvements that can be made to avoid such problems in the future.

If you have ANY QUESTIONS, or would like further clarity surrounding the events of this fraud scheme, please do not hesitate to reach out to me at 518.761.6379 (w), or 917.743.8882 (m). I WILL RETURN EVERY CALL.

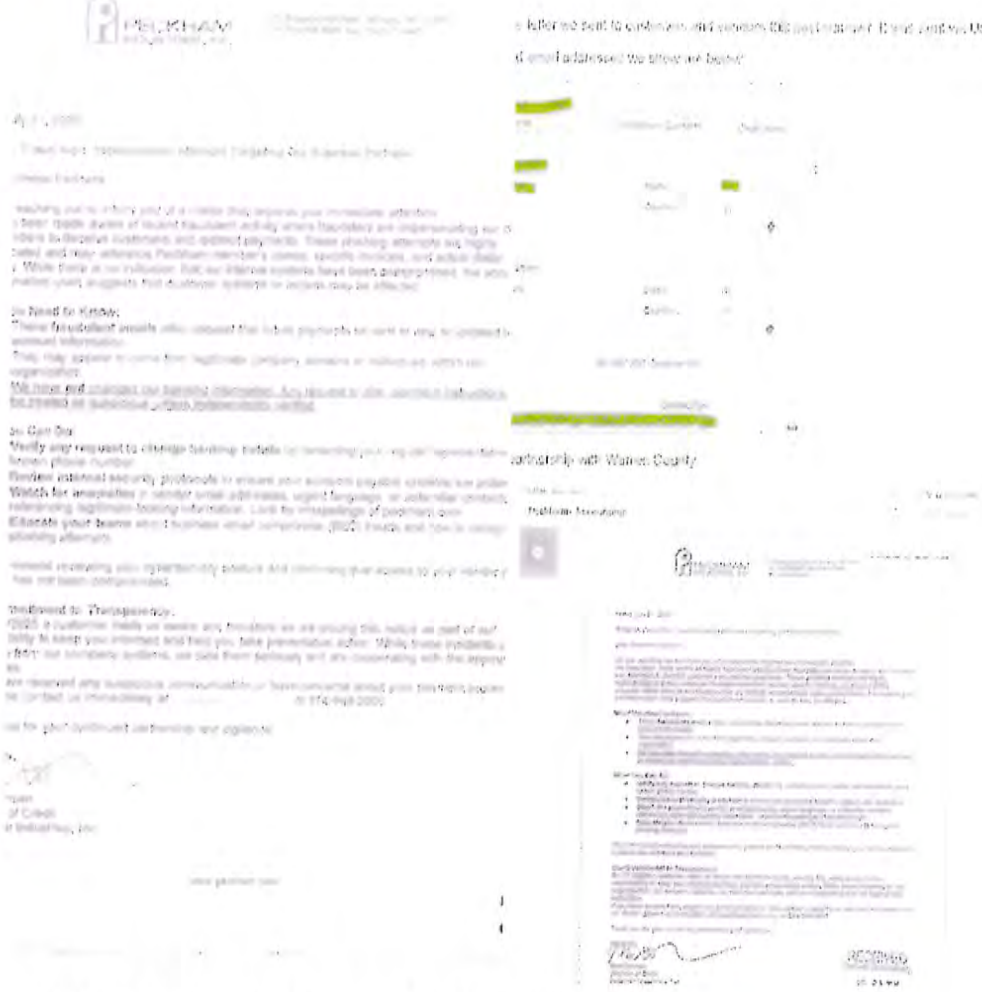
Attachment A: July 21, 2025 Peckham FRAUD ALERT posted via USPS to WC DPW at: 4028 Main Street, Warrensburg NY 12885;

Attachment B: July 21, 2025 Peckham FRAUD ALERT address and email details to DPW;

Attachment C: July 21, 2025 Peckham FRAUD ALERT to Town of Queensbury Highway Department, date stamped July 24, 2025.

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Mark Prendeville

Thank you for letting us know what happened.

23h 4

Author

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Paper checks
no ACH wallen county
no Rafael Diaz
Late Spring / Early Summer (vendor same happened)
Mole than 1'2 times a year
Payment made on Friday
Educational letter sent to all vendors
over the Summer.
Spring Reported to NYSP and FBI

Damian Murphy
President CEO

Jordan Parker Mills
VP of construction

dnoughey@wallencountyny.gov - Ed Doughney DPW
Kocisa@ - Ann Kocsis DPW
Clutea@ - Amy Clute - Self Insurance

Christine Walton Attorney
Kevin Luibland -

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Kimberly E Smith am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed by the Warren County Treasurer's Office at, 1340 State Route 9 Lake George, NY 12845; my telephone number is 518-761-6376, my date of birth is [redacted] and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurer's Office as a Principal Accountant a position I have held since July 2024. Sometime in November of 2025 I received a phone call from the Warren County Treasurer main phone line. When I answered the phone there was a male sounding voice on the other end of the line and this male had a middle eastern accent and spoke broken English. He asked to speak to someone in accounts payable. I asked him what this would be in regards to and what he meant by accounts payable. I told him that this was the Warren County Treasurer's Office and was a government entity. The man said that he knew this and wanted to speak to someone who makes payments. I told him that I could transfer him to someone that handles those situations as I do not handle those in my position. I then transferred him to Ellen Rose's extension and hung up the phone. I am not sure if Ellen answered the phone call or not. Approximately 1-2 weeks later I received a phone call from whom I believe to be the same man. The man was very brief and just said "accounts payable". I asked him the same question "what is this in regards to?". The man just replied "Ellen". I then told him to please hold and I transferred him to Ellen Roses extension again. I am not sure if she answered this phone call either. I did not receive any further calls from this man after this. At the time of these phone calls I did not find them to be suspicious. It was not until after the press conference by Sheriff LaFarr mentioning phone calls being made to the Treasurer's Office that I realized that the phone calls I received may have been connected to this incident. I then reached out and contacted Inv Maille and explained the phone calls.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

KS

Initials_____

1/9/26

Date

Signature

INV NRM 423

Witness

P-23 10/22

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #2025-25920

I, Morgan L Urrico am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed at The Warren County Treasurer's Office at, 1340 State Route 9, Lake George, NY 12845; my telephone number is 518-761-6380, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurer's Office as a Jr Accountant a position I have held for 2 years. On December 23, 2025 I received a phone call from the Warren County DPW employee Ann Kocsis around late morning/early afternoon. She inquired if the payment to Peckham Industries had been sent out as Peckham's had contacted her office stating they had not received it. I was able to confirm that the payment for approximately $2.1 Million had been sent out. I do not remember the exact date that the payment was sent, but I did confirm it was sent to Peckham Industries. Shortly after this phone call I received another call back from Ann inquiring where the payment was sent as Peckham's was still stating they had not received the payment. I was able to go into our "Vinyl" computer system and confirmed the payment had been sent where the vendor had requested, which was an account based off of an ACH form that was completed. I received a third phone call from Ann inquiring on who filled out the ACH form. I called the Warren County IT department to confirm if I could e-mail a screen shot of the ACH to DPW as it contained banking information on it. I was told that I could do this because it was being sent to an inner working department. I then e-mailed a copy of the ACH to Warren County DPW. I then received a fourth phone call from Ann stating that Peckham Industries was advising that this was fraud and that they did not have an employee Rafael Diaz who was on the ACH form and that the e-mail on the ACH did not match their company e-mail address. I then advised Ann to have the vendor contact the Deputy Treasurer Monica Stark to report this. I had no further action in regards to any of this ACH or billing cycle for Peckham Industries.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials MU

1/9/26
Date

Signature

IUVNRn423
Witness

Law Enforcement Online Requests

Home Make a Preservation Request Make a Records Request FAQ Log Out

Requestor Information

Edit

Email	nicholas.maille@warrencountysheriffny.us
Name	Nicholas Maille
Title	Investigator
Organization	Warren County Sheriff's Office
Phone number	+15187432500
Location	Queensbury, NY, United States

Preservation Request

Please complete all fields below to request preservation of account records. We will take steps to preserve account records in connection with official criminal investigations for 90 days pending our receipt of formal legal process. Additional information can be found in the Facebook or Instagram Law Enforcement Guidelines.

Preservation Request submitted successfully.
Your case number is 21333726

English (US) Español Français (France) 中文(简体) العربية Português (Brasil) Italiano 한국어 Deutsch हिन्दी 日本語

Sign Up Log In Messenger Facebook Lite Video Meta Pay Meta Store Meta Quest Ray-Ban Meta Meta AI Meta AI more content Instagram Threads Voting Information Center Privacy Policy Consumer Health Privacy Privacy Center About Create ad Create Page Developers Careers Cookies Ad choices Terms Help Contact Uploading & Non-Users

Meta © 2026

Maille, Nicholas R.

From: Records-noreply <no-reply@records.facebook.com>
Sent: Friday, January 9, 2026 12:31 PM
To: Maille, Nicholas R.
Subject: Preservation Request Received [Case #21333726]

Warning: Unusual sender <no-reply@records.facebook.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

[Re:2025-25920 - Case:21333726]

We have taken reasonable steps to preserve the available data on the account(s) you requested. Your case number is 21333726.

Do not submit additional legal process with this preservation request. If you want to follow up with formal legal process, please visit our online request system at https://www.facebook.com/records to submit a new records request. Please include the same user information provided in this preservation request.

PLEASE NOTE: This data will expire 90 days from the preservation date. To request a single extension of your preservation request, please visit our online request system at https://www.facebook.com/records.

Thank you,
Law Enforcement Response Team

NOTICE: This email (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. Unless you are the intended recipient, you may not use, copy, or retransmit the email or its contents.



From: "Norton, Christine" <nortonc@WarrenCountyNY.gov>
Sent: 1/4/2026 7:25:32 PM -0500
To: Christine Norton <christine.v.norton@gmail.com>
Subject: Fwd: Recent request for emails

More BULLSHIT!!

Get Outlook for iOS

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Sunday, January 4, 2026 12:52:56 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>; Bruno, Anne <brunoa@WarrenCountyNY.gov>
Subject: Recent request for emails

Christine

Your direct request for emails to our IT department violates our current computer usage policy. I believe you signed the acknowledgement that you had read the policy. I'll have Anne send you a copy on Monday.

Anne will also provide you a copy of the FOIL Policy which is the appropriate process for obtaining public information from Warren County.

Please do not contact Jeremy Scrime or Mike Colvin for any information outside Warren County processes.

Thank you,
John Taflan

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Received:	from itexch2019.co.warren.ny.us (172.16.1.123) by itexch2019.co.warren.ny.us (172.16.1.123) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA id 15.2.1748.10; Sun, 4 Jan 2026 19:25:33 -0500
Received:	from itexch2019.co.warren.ny.us ([::1]) by itexch2019.co.warren.ny.us ([::1]) with mapi id 15.02.1748.010; Sun, 4 Jan 2026 19:25:32 -0500
Thread-Topic:	Recent request for emails
Thread-Index:	AQHcfaF/S1Cq2gvRNkKeqXh96Gq/cLVCuFiC
Message-ID:	<BL0PR05MB48044AB8A90FCD8CB4800641A786A@BL0PR05MB4804.namprd05.prod.outlook.c
References:	<BN7PR08MB60846265F68F48916236E16EAEB9A@BN7PR08MB6084.namprd08.prod.outlook.c
In-Reply-To:	<BN7PR08MB60846265F68F48916236E16EAEB9A@BN7PR08MB6084.namprd08.prod.outlook.c
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Content-Language:	en-US
X-MS-Exchange-Organization-AuthAs:	Internal
X-MS-Exchange-Organization-AuthMechanism:	04
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X-MS-Exchange-Organization-Network-Message-Id:	2f2a3ae1-2faf-41c0-efc7-08de4bf0f050
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X-ms-exchange-organization-originalarrivaltime:	05 Jan 2026 00:25:32.7469 (UTC)
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X-ms-exchange-organization-fromentityheader:	Hosted
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X-ms-exchange-organization-recipient-limit-verified:	True
X-ms-exchange-organization-totalrecipientcount:	1
X-ms-exchange-organization-rules-execution-history:	ETR_NonCompliantFromAddress_6dd8a4b6-78e1-46d7-8a86-a2ad6671fdb5%%%a510c756-4955-46bf-b358-793514f79606%%%f98fae17-4288-4a5c-9714-da8e7491ab8c%%%3cd81d13-7742-4088ae-a540cb6bc5d4%%%9eddc80d-a818-4753-9c7d-23e96a432aa1
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X-ms-exchange-forest-rulesexecuted:	itexch2019
X-ms-exchange-organization-rulesexecuted:	itexch2019
X-ms-exchange-forest-indexagent:	1 2152
X-ms-exchange-forest-emailmessagehash:	0F00BC21
X-ms-exchange-forest-language:	en
Content-Type:	multipart/alternative; boundary="_000_BL0PR05MB48044AB8A90FCD8CB4800641A786ABL0PR05MB4804namp_"
MIME-Version:	1.0

Maille, Nicholas R.

From: Comeau, Terry
Sent: Friday, January 9, 2026 1:58 PM
To: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Subject: FW: Privileged and Confidential Travelers Crime Submission Policy # 106429980
Attachments: 26.01.09 Travelers Crime Claim Submission Letter.pdf

Importance: High

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
(518) 743-2515
Cell: (518) 791-0847

"Out of the crooked timber of humanity, no straight thing was ever made." - Immanuel Kant

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Friday, January 9, 2026 13:06
To: bsiclaims@travelers.com
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; Geraghty, Kevin <geraghtyk@WarrenCountyNY.gov>; Libutti, Dan <dlibutti@travelers.com>; Burnham, Jessica <burnhamj@warrencountyny.gov>; jess_mccamy@ajg.com; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Sulim Bartok <sulim_bartok@ajg.com>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>
Subject: Privileged and Confidential Travelers Crime Submission Policy # 106429980
Importance: High

External sender <riversm@warrencountyny.gov>
Make sure you trust this sender before taking any actions.

January 9, 2026

Travelers Bond and Specialty Insurance Claim
POB 2989
Hartford, CT 06104-2989

RE: Insured: County of Warren, New York
Policy No.:
Date of Loss: December 12, 2025 and December 23, 2025
Value of Loss: $2.1 Million and $1.2 Million

Sent Via Email to: [redacted]

Dear Travelers Claims Professional:

The County of Warren New York hereby makes a crime claim under its 2025 policy year with policy number The dates and amounts of loss are as follows:

December 12, 2025: $2.1 Million Dollars

December 23, 2025: $1.2 Million Dollars
(Captured and Frozen by US Secret Service and FBI Officials)

County employees within the County's Treasurer's Office unknowingly fell victim to a social engineering scheme involving one of its contracted vendors. The vendor – Peckham Road Corp had a valid County contract and submitted valid invoices for payment for services rendered throughout 2025. Peckham, however, experienced a cyber intrusion in the 2nd or 3rd quarter of 2025 which provided the cyber criminals with all of its clients, contracts and invoices which laid ground for an established vulnerability to which the County succumbed to in these two losses.

The County of Warren immediately contacted law enforcement officials upon learning of the cyber theft of its funds, including but not limited to the FBI, US Justice Department Secret Service, New York State Troopers, New York State Comptroller's Office and the Warren County Sheriff's Office. The Warren County Sheriff's Office is coordinating the entirety of the law enforcement effort pertaining to this matter. All law enforcement agencies are working together to investigate and recoup the monies lost. To date, the County has been informed that the December 23, 2025 payment of $1.2 Million has been frozen and is capable of eventually being returned to the County.

The County presents the following preliminary information regarding the losses being reported:

- On or about November 13, 2025, a cyber perpetrator identified themselves as an employee of Peckham Road Corp and made contact with a County employee within the County Treasurer's Office inquiring as to how to change a bank routing number for payment.
- The County employee in question within the County Treasurer's Office directed the cyber perpetrator to complete the required online form which would allow the potential change.
- The cyber perpetrator then completed the form and submitted it online.
- The County received the form with the false banking account numbers for Peckham Road Corp., but the employees processing the form did not follow established County procedures to validate the fraudulent request made and made the change. The Deputy County Treasurer then approved the change made to the system as required by procedures, but again did not validate that the new banking information for the vendor was valid and correct. Meaning, the County Treasurer's Office did not contact Peckham Road Corp to confirm the new banking information.
- Peckham Road Corp submitted valid vouchers in accordance with the work it had performed for the County in 2025. The first voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered

for Peckham. In this first case, $2.1 Million was paid to Peckham by the County via ACH to the fraudulent account on December 12, 2025.

- Peckham Road Corp submitted a second invoice in the amount of $1.2 Million for services rendered to the County. The second voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this second case, however, the $1.2 Million being paid to Peckham by the County via ACH to the fraudulent account on December 23, 2025, was scheduled for payment for the next day – December 24, 2025, BUT had not yet been released by the County's bank – Arrow Bank.
- On December 23, 2025, Peckham Road Corp contacted the County inquiring as to its payments. The cyber fraud was discovered at this time and a series of events transpired in close succession:
    - County officials immediately notified law enforcement including the FBI and Secret Service. The NYS Comptroller, NYS Troopers and Warren County Sheriff's Office was also notified within this same time period.
    - The Secret Service - in concert with the County's Bank – Arrow Bank immediately froze the $1.2 Million on the verge of being paid and the suspended payment.

The County is actively working with law enforcement officials to investigate this matter. The County reports these matters to Travelers Insurance as a crime claim. The point of contact for this claim is Lawrence Elman, County Attorney. All inquiries pertaining to this claim should be directed to his attention.

Thank you for your immediate attention to this matter.

Sincerely,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

WARREN COUNTY ATTORNEY'S OFFICE

LAWRENCE ELMEN
WARREN COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS
RYAN J. DICKEY
CHRISTOPHER W. BRIGGS

RISK MANAGER
Marilyn L Rivers, CPCU ARM AIC

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

TELEPHONE: (518) 761-6483
FAX: (518) 761-6377

January 9, 2026

Travelers Bond and Specialty Insurance Claim
POB 2989
Hartford, CT 06104-2989

RE: Insured: County of Warren, New York
Policy No.:
Date of Loss: December 12, 2025 and December 23, 2025
Value of Loss: $2.1 Million and $1.2 Million

Sent Via Email to: BSIclaims@travelers.com

Dear Travelers Claims Professional:

The County of Warren New York hereby makes a crime claim under its 2025 policy year with policy number The dates and amounts of loss are as follows:

December 12, 2025: $2.1 Million Dollars

December 23, 2025: $1.2 Million Dollars
(Captured and Frozen by US Secret Service and FBI Officials)

County employees within the County's Treasurer's Office unknowingly fell victim to a social engineering scheme involving one of its contracted vendors. The vendor – Peckham Road Corp had a valid County contract and submitted valid invoices for payment for services rendered throughout 2025. Peckham, however, experienced a cyber intrusion in the 2nd or 3rd quarter of 2025 which provided the cyber criminals with all of its clients, contracts and invoices which laid ground for an established vulnerability to which the County succumbed to in these two losses.

The County of Warren immediately contacted law enforcement officials upon learning of the cyber theft of its funds, including but not limited to the FBI, US Justice Department Secret Service, New York State Troopers, New York State Comptroller's Office and the Warren County Sheriff's Office. The Warren County Sheriff's Office is coordinating the entirety of the law enforcement effort pertaining to this matter. All law enforcement agencies are working together to investigate and recoup the monies lost. To date, the County has been informed that the December 23, 2025 payment of $1.2 Million has been frozen and is capable of eventually being returned to the County.

The County presents the following preliminary information regarding the losses being reported:

- On or about November 13, 2025, a cyber perpetrator identified themselves as an employee of Peckham Road Corp and made contact with a County employee within the

County Treasurer's Office inquiring as to how to change a bank routing number for payment.

- The County employee in question within the County Treasurer's Office directed the cyber perpetrator to complete the required online form which would allow the potential change.
- The cyber perpetrator then completed the form and submitted it online.
- The County received the form with the false banking account numbers for Peckham Road Corp., but the employees processing the form did not follow established County procedures to validate the fraudulent request made and made the change. The Deputy County Treasurer then approved the change made to the system as required by procedures, but again did not validate that the new banking information for the vendor was valid and correct. Meaning, the County Treasurer's Office did not contact Peckham Road Corp to confirm the new banking information.
- Peckham Road Corp submitted valid vouchers in accordance with the work it had performed for the County in 2025. The first voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this first case, $2.1 Million was paid to Peckham by the County via ACH to the fraudulent account on December 12, 2025.
- Peckham Road Corp submitted a second invoice in the amount of $1.2 Million for services rendered to the County. The second voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this second case, however, the $1.2 Million being paid to Peckham by the County via ACH to the fraudulent account on December 23, 2025, was scheduled for payment for the next day – December 24, 2025, BUT had not yet been released by the County's bank – Arrow Bank.
- On December 23, 2025, Peckham Road Corp contacted the County inquiring as to its payments. The cyber fraud was discovered at this time and a series of events transpired in close succession:
    - County officials immediately notified law enforcement including the FBI and Secret Service. The NYS Comptroller, NYS Troopers and Warren County Sheriff's Office was also notified within this same time period.
    - The Secret Service - in concert with the County's Bank – Arrow Bank immediately froze the $1.2 Million on the verge of being paid and the suspended payment.

The County is actively working with law enforcement officials to investigate this matter. The County reports these matters to Travelers Insurance as a crime claim. The point of contact for this claim is Lawrence Elman, County Attorney. All inquiries pertaining to this claim should be directed to his attention.

Thank you for your immediate attention to this matter.

Sincerely,

Marilyn L. Rivers, CPCU ARM AIC
Risk Manager

CC: Lawrence Elman, County Attorney
John Taflan, County Administrator
Kevin Geraghty, Chairman Board of Supervisors
Sulim Bartok, Gallagher

Your IC3 Complaint

Submission ID:	037e6c72d7fc4678994152fba7383ab3
Date Filed:	5/30/2025 2:27:29 PM EST
Were you the one affected in this incident?	No

Your Contact Information

Name:	Jennifer Harvey
Business Name:	Peckham Industries, Inc.
Phone Number:	5184704819
Email Address:	jharv@peckham.com

Complainant Information

Name:	Jennifer K. Harvey
Age:	50 - 59
Address:	172 PROSPECT HILL ROAD
City:	BREWSTER
County:	NY
Country:	United States of America
State:	New York
Zip Code/Route:	10509
Phone Number:	5184704819
Email Address:	jharv@peckham.com

Business Information

Is this on behalf of a business that was targeted by a Cyber incident?	Yes
Business Name:	Peckham Industries, Inc.
Is the incident currently impacting business operations?	No
Business IT POC:	Matt Webb, CIO, mwebb@peckham.com
Other Business POC:	Alan Corr, CFO, acorr@peckham.com

Financial Transaction(s)

Did you send or lose money in the incident?	Yes

What was your total loss amount?	354,509.07
Transaction Type:	Other
If other, please specify:	ACH Transfer
Was the money sent or lost?	Yes
Transaction Amount:	265,545.30
Transaction Date:	05/01/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Key Bank
Originating Bank Address:	66 South Peal Street
Originating Bank City:	Albany
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12207
Originating Name on Account:	Peckham Industries, Inc.
Originating Account Number:	
Recipient Bank Name:	Community Federal Savings Bank
Recipient Bank Address:	89-16 Jamaica Avenue
Recipient Bank City:	Woodhaven
Recipient Bank Country:	United States of America
Recipient Bank State:	New York
Recipient Bank Zip Code/Route:	11421
Recipient Name on Account:	Dibble Equipment, INC.
Recipient Bank Routing Number:	
Recipient Account Number:	
Recipient Bank SWIFT Code:	

Transaction Type:	Other
If other, please specify:	ACH Transfer
Was the money sent or lost?	Yes
Transaction Amount:	67,742.72
Transaction Date:	05/08/2025

Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Key Bank
Originating Bank Address:	66 South Pearl Street 6th Floor
Originating Bank City:	Albany
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12207
Originating Name on Account:	Peckham Industries Inc - Operating Account
Originating Account Number:	
Recipient Bank Name:	Community Federal Savings Bank
Recipient Bank Address:	89-16 Jamaica Avenue
Recipient Bank City:	Woodhaven
Recipient Bank Country:	United States of America
Recipient Bank State:	New York
Recipient Bank Zip Code/Route:	11421
Recipient Name on Account:	Dibble Equipment, INC.
Recipient Bank Routing Number:	
Recipient Account Number:	
Recipient Bank SWIFT Code:	

Transaction Type:	Other
If other, please specify:	ACH Transaction
Was the money sent or lost?	Yes
Transaction Amount:	20,152.04
Transaction Date:	05/15/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Key Bank
Originating Bank Address:	66 South Pearl Street 6th Floor
Originating Bank City:	Albany
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12207

Originating Name on Account:	Peckham Industries Inc-Operating Account
Originating Account Number:	
Recipient Bank Name:	Community Federal Savings Bank
Recipient Bank Address:	89-16 Jamaica Avenue
Recipient Bank City:	Woodhaven
Recipient Bank Country:	United States of America
Recipient Bank State:	New York
Recipient Bank Zip Code/Route:	11412
Recipient Name on Account:	Dibble Equipment, INC.
Recipient Bank Routing Number:	
Recipient Account Number:	
Recipient Bank SWIFT Code:	
Transaction Type:	Other
If other, please specify:	ACH transfer
Was the money sent or lost?	Yes
Transaction Amount:	1,069.00
Transaction Date:	05/22/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Key Bank
Originating Bank Address:	66 South Pearl Street 6th Floor,
Originating Bank City:	Albany
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12207
Originating Name on Account:	Peckham Industries Inc-Operating Account
Originating Account Number:	
Recipient Bank Name:	Community Federal Savings Bank
Recipient Bank Address:	89-16 Jamaica Avenue
Recipient Bank City:	Woodhaven
Recipient Bank Country:	United States of America

Recipient Bank State:	New York
Recipient Bank Zip Code/Route:	11421
Recipient Name on Account:	Dibble Equipment, INC.
Recipient Bank Routing Number:	
Recipient Account Number:	
Recipient Bank SWIFT Code:	

Information About The Subject(s)

Country:	United States of America
Email Address:	sroman@dibbleeqiupment.com

Description of Incident

Provide a description of the incident and how you (or those you are filling this out on behalf of) were victimized. Provide information not captured elsewhere in this complaint form:

On April 28, 2025 the Peckham Industries Inc. Accounts Payable Administrator received an external email from sroman@dibbleequipment.com, requesting vendor 200269 Dibble Equipment Company be changed from a Check vendor to an EFT vendor. In the email, they included their banking information, routing and account number. The fraudulent email appeared to have been sent by our vendor's AP Clerk's correct email. The AP Administrator updated the Vista vendor Masterfile. Subsequently, payments beginning on May 1, 2025, were made electronically to the provided banking information.
Upon learning of this and discussing it with Dibble Equipment, we learned that (unbeknownst to Peckham Industries, Inc.) Dibble Equipment had had a check go missing in April, and in the weeks following, had had instances of false checks and unauthorized wires occurring on their accounts with Citizens Bank. They further reported that they were aware that some of their customers had received emails, purportedly from Dibble Equipment, indicating that the company wanted its customers to pay via wire rather than check.
The payments which were fraudulently misdirected were made to an account at a bank called Community Federal Savings Bank, which appears to be a NY bank.

Other Information

If an email was used in this incident, please provide a copy of the entire email including full email headers.

Would be happy to provide the emails upon request.

Are there any other witnesses or persons affected by this incident?

Dibble Equipment, Inc., the vendor that was impersonated in the emails, is affected.

If you have reported this incident to other law enforcement or government agencies, please provide the name, phone number, email, date reported, report number, etc.

Investigator Kurt Strassberger, NYS Troopers, (518)786-2153.

Is this an update to a previously filed complaint?	No

Privacy & Signature:

The collection of information on this form is authorized by one or more of the following statutes: 18 U.S.C. § 1028 (false documents and identity theft); 1028A (aggravated identity theft); 18 U.S.C. § 1029 (credit card fraud); 18 U.S.C. § 1030 (computer fraud); 18 U.S.C. § 1343 (wire fraud); 18 U.S.C 2318B (counterfeit and illicit labels); 18 U.S.C. § 2319 (violation of intellectual property rights); 28 U.S.C. § 533 (FBI authorized to investigate violations of federal law for which it has primary investigative jurisdiction); and 28 U.S.C. § 534 (FBI authorized to collect and maintain identification, criminal information, crime, and other records).

The collection of this information is relevant and necessary to document and investigate complaints of Internet-related crime. Submission of the information requested is voluntary; however, your failure to supply requested information may impede or preclude the investigation of your complaint by law enforcement agencies.

The information collected is maintained in one or more of the following Privacy Act Systems of Records: the FBI Central Records System, Justice/FBI-002, notice of which was published in the Federal Register at 63 Fed. Reg. 8671 (Feb. 20, 1998); the FBI Data Warehouse System, DOJ/FBI-022, notice of which was published in the Federal Register at 77 Fed. Reg. 40631 (July 10, 2012). Descriptions of these systems may also be found at www.justice.gov/opcl/doj-systems-records#FBI. The information collected may be disclosed in accordance with the routine uses referenced in those notices or as otherwise permitted by law. For example, in accordance with those routine uses, in certain circumstances, the FBI may disclose information from your complaint to appropriate criminal, civil, or regulatory law enforcement authorities (whether federal, state, local, territorial, tribal, foreign, or international). Information also may be disclosed as a routine use to an organization or individual in both the public or private sector if deemed necessary to elicit information or cooperation from the recipient for use by the FBI in the performance of an authorized activity. "An example would be where the activities of an individual are disclosed to a member of the public in order to elicit his/her assistance in [FBI's] apprehension or detection efforts." 63 Fed. Reg. 8671, 8682 (February 20, 1998).

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Jennifer K. Harvey

Voluntary Consent To Search Electronic Devices

Case #: WCSO Case #: 2025-25920

General Information

I, Jeremy Scrime, DOB: ___, residing at ___, hereby give my permission to any Member(s) of the New York State Police and/or Warren County sheriff's office or their designee, to search, examine, and retain data from the property below, including any property listed on an attached continuation sheet.

Device Description

Item #: 001

Make: Logan iPhone; Legend inbox files Warren County Servers	Model: N/A
Phone #: N/A (06/01/25 to present)	Unique Identifier: N/A

Security

Swipe Patterns: Circle the start of the pattern and continue with a line through each number to the end of the pattern. *Use arrows to indicate the direction of the swipe pattern.* Note, not all data below will be needed to access every device.

Device Pattern

1 2 3
4 5 6
7 8 9

Device Pass Code: ___

Apple ID: ___ Apple ID Pass Code: ___

Google Account: ___ Google Password: ___

Secure Start-Up: ☐ (Used by some Android Devices, BIOS Security) Secure Start-Up Code: ___

Secure Start-Up Pattern

1 2 3
4 5 6
7 8 9

Owner installed Security Application? ☐ Yes ☐ No Security Application PIN: ___

I grant permission for a complete search of the device described above, as well as any device listed on an attached continuation sheet, including an examination of the contents of it's memory and data storage devices (e.g., RAM, memory cards, hard drives, etc.) Depending on the case, the device may require processing for DNA and fingerprinting prior to digital analysis. I understand conducting this search may require removal of the device so a search can be conducted in a controlled facility.

Consent

I understand I do not have to consent to this search. No promises, threats, or intimidation were used by any member of the (Agency) ___ or the New York State Police, to obtain my consent.

Device Owner/Agent Signature: Jeremy Scrime	Date: 1/5/2026
Police Officer Signature: [illegible]	Date: 1/5/26

Recovery and Analysis of Voice Messages ☐

Recovery and Analysis of Cloud Data with Stored Credentials on this Device (e.g., Google Drive, ICloud, Facebook, Snapchat, etc.) ☐

Device Owner/Agent Signature:

01-09-2025 1500 hours
Meeting w/ Peckham

over 30 Days - made gentle inquiry
December 9, for October Invoices
Reply check mail Dec 12
Done via E-Mail Ann Kosie
12/19 follow up: Advised EFT initiated
Connected to Treasurer on 23
12/24 County stated they would make check
12/26 - Treasurer stated they had to pause payments from Administrator
01/02 - Peckham picked up check for 12
01/07 - Peckham picked up check

County save Date of 12/15 wire was Initiated - via E-mail

Dibble Equipment -
MATT Dibble
Copy of Report from NYSP Kurt

Nov. 13, 2025 - Registered Peckhamroadcorp.com

1-18-2026 $252.84 - Credit card payment

Maille, Nicholas R.

From: Affinito, Edward G.
Sent: Monday, January 12, 2026 8:12 AM
To: Maille, Nicholas R.; Morse, Tyler J
Subject: FW: Treasurer's Website Update ATTORNEY-CLIENT COMMUNICATIONS: Privileged and Confidential

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Friday, January 9, 2026 3:37 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Fw: Treasurer's Website Update ATTORNEY-CLIENT COMMUNICATIONS: Privileged and Confidential

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Friday, January 9, 2026 3:19:00 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: LaFarr, Jim <jim.lafarr@warrencountysheriffny.us>; Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>; Colvin, Michael <colvinm@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: FW: Treasurer's Website Update ATTORNEY-CLIENT COMMUNICATIONS: Privileged and Confidential

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Christine,

This morning I was contacted by the IT Department concerning your email below which sought to post information to the County of Warren website regarding the phishing fraud. I was told that your email went to Rob Hosford and I contacted him to request that he send me your email. Separately, I also was informed today that you posted information regarding the phishing scheme on your personal social media account, which is not connected to the County of Warren.

First, the phishing fraud is the subject of an ongoing criminal investigation and the County of Warren has referred all questions about the incident to the Warren County Sheriff until the investigation is completed. Due to the ongoing criminal investigation, I have copied the Sheriff and Undersheriff on this email so that they are aware that the information below has now been released into the public forum.

Second, the content you seek to publish on the official County website may create liability against the County of Warren due to inaccurate allegations, does not represent official business of the county, and may contain confidential County information not authorized for release by the County.

For these reasons, I recommended that the content you provided not be published on the County's website.

While a private citizen has the right to freely express their thoughts and opinions in any forum that they choose, please be aware that personal comments made on a personal social media website, or in any other private forum, are outside the scope of a County officer's or employee's duties and responsibilities and outside the scope of a County officer's or employee's job description.

A County officer or employee who posts private speech in the public forum is acting outside the scope of their employment and will not be covered for any legal claims or causes of action which may arise from the private speech. Stated simply, any claims arising from an employee's private speech will not be covered by the County's insurance policies, is outside the scope of Public Officers Law sec. 18, and will not trigger the County's duty to indemnify or duty to defend against any future legal claims.

Thank you for your attention to these important matters.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: Hosford, Rob <hosfordr@warrencountyny.gov>
Sent: Friday, January 9, 2026 10:43 AM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: FW: Treasurer's Website Update

Hi Larry,

This is the e-mail you requested I forward to you.

Thanks,

Rob Hosford
Computer Help Desk Tech II
Warren County Information Technology
Office - (518) 761-6252
Cell - (518) 791-4777

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, January 8, 2026 5:36 PM
To: Hosford, Rob <hosfordr@warrencountyny.gov>
Subject: RE: Treasurer's Website Update

No worries! Thanks for the update! Speak in the am!

From: Hosford, Rob <hosfordr@warrencountyny.gov>
Sent: Thursday, January 8, 2026 4:05 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Treasurer's Website Update

Hi Christine,

Unfortunately I ran out of time today and wasn't able to finish this request. I will continue working on it tomorrow and update you with the status of it tomorrow.

Thanks,

Rob Hosford
Computer Help Desk Tech II
Warren County Information Technology
Office - (518) 761-6252
Cell - (518) 791-4777

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, January 8, 2026 3:31 PM
To: Hosford, Rob <hosfordr@warrencountyny.gov>
Subject: Treasurer's Website Update
Importance: High

Rob – thanks so much for helping me update the Treasurer's website:

1. In the yellow banner – as now out of date – can you please remove and update w the following:
    a. WC Taxpayer update on the $3.3M Fraud
2. And them the text as it shows below
3. And then post each of the attachments above below the respective headers below

Thank you Rob!!

January 8, 2025

To the Taxpayers of Warren County (WC),

I hope many of you saw Tuesday's Warren County Board Meeting where the $3.3M phishing/fraud scheme perpetrated on the County was discussed at length. For those of you who did not, here is the link with approximate time stamps:

- https://www.youtube.com/live/g5bdlD4WuGA: Treasurer & Privilege of the Floor comments @ 27m14s...

As your Elected WC Treasurer, your taxpayer dollar has always been my number one priority, and as such ***I want to make sure you have ALL facts related to this incident.***

Since Tuesday's Board meeting did not clearly define all the issues related to the fraud perpetrated on the Warren County Residents, ***I will now walk you through critical information that was downplayed by the Warren County Leadership, led by the WC CEO/Chairman of the Board, Kevin Geraghty.***

- ***Warren County Sheriff's Comments:***

On 12.23 my team was advised of likely fraudulent ACH's paid to Peckham Industries on valid 2025 invoices:

- We immediately contacted Arrow Bank about the suspected fraud and followed their ***EXACT*** Federal & NYS fraud reporting protocol, which was to specifically contact the ***FBI*** (IC3 Form) and the ***NYS Police***.
- ***We did not intentionally NOT contact the WC Sheriff's Department***, it was simply not part of Arrow's Federal and NYS fraud protocol.
- The County Administrator advised that he called the WC Sheriff advising of the situation within 2-3 hours of the Treasurer's Office reporting the fraud to Arrow, the FBI and the NYS Police.
    - ***FRAUD ALERT:***

In July 2025, Peckham Industries, a large county paving vendor, had an attempt to hack its bank accounts. ***On July 21, 2025,*** Peckham sent a Fraud Alert to its customers. To ensure there was notification to its customers, including Warren

County, Peckham sent a ***FRAUD ALERT*** in two separate and distinct ways, via US Mail (posted letter) and email to their customer contacts. See below for the letter and email contacts to the Warren County Department of Public Works (DPW), as well as to the Town of Queensbury Highway Department (Attachments A-C).

The Peckham ***FRAUD ALERT was sent to a limited group of people at the county, specifically the CEO/Chairman of the Board, Kevin Geraghty, and the DPW Department.*** Peckham's ***FRAUD ALERT*** directed the county to take the following fraud preventative measures:

- ***Verify any request coming from Peckham to change banking details;***
- ***Review internal security protocols related to Peckham;***
- ***Watch for anomalies in Peckham communications to the county; and***
- ***Educate your teams***.

The Peckham ***FRAUD ALERT***, though received by the WC CEO/Chairman of the Board and the WC Department of Public Works, was ***NEVER*** shared with the Treasurer's office even though the Treasurer's office was a significant part of the county's financial team.

As a result, the Treasurer's Department was unaware Peckham had issued a ***FRAUD ALERT*** to the county or directed that certain cautionary steps be taken when communicating with vendors claiming to be Peckham. A request for payment of an exact invoice amount purportedly submitted by Peckham to the County Treasurer was therefore paid.

Kevin Geraghty, as the CEO/Chairman of the Board of Warren County government, and the Department of Public Works, were both accountable to communicate this critical ***FRAUD ALERT*** to the Warren County Treasurer's Department, as the Peckham ***FRAUD ALERT*** clearly states to ***educate/inform your teams***.

Peckham was relying upon the County CEO/Chairman and DPW to alert all critical departments in the county. If either the WC CEO/Chairman of the Board, Kevin

Geraghty, or the Warren County Department of Public Works had fulfilled their responsibility and notified the Treasurer and other critical departments of the County finance team, this ***FRAUD*** perpetrated on Warren County ***WOULD NEVER HAVE OCCURRED*** because the Peckham account and related protocols and procedures would have been ***FLAGGED*** by ***EVERYONE*** in the county involved in the voucher payment process.

The Treasurer's Department has successfully clawed back $1.2 million of the $3.3M fraudulently obtained money. And to date, Federal authorities have frozen $800K more that will be recouped by the County, and are optimistic that a portion of the remaining funds will also be recovered. In addition, the Warren County Attorney's office is seeking a potential Cyber Security indemnification of $250K. Federal authorities have also identified a person of interest.

In the meantime, we are ***ALL*** working to evaluate communication and control weaknesses, and already see improvements that can be made to avoid such problems in the future.

If you have any questions, or would like further clarity surrounding the events of this fraud scheme, please do not hesitate to reach out to me at 518.761.6379 (w), or (m). ***I will return every call.***

Attachment A: July 21, 2025 Peckham FRAUD ALERT posted via USPS to WC DPW at: 4028 Main Street, Warrensburg NY 12885

Attachment B: July 21, 2025 Peckham FRAUD ALERT address and email details to DPW

Attachment C: July 21, 2025 Peckham FRAUD ALERT to Town on Queensbury Highway Department

Christine V. Norton

Christine V. Norton
County Treasurer
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6379
Email:

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Nicholas Maille

Investigator

Incident # 2025-25920

01/12/2026

Supplemental

On today's date I interviewed Claudia I Mundell D.O.B who is the principal account clerk at the Warren County Treasurer's Office. This interview was recorded with department issued pocket recorder and this recording will be uploaded on a disc and added to the case file.

On today's date I interviewed Amanda Thomspon D.O.B who is the Senior Account Clerk at the Warren County Treasurer's Office. This interview was recorded with department issued pocket recorder and this recording will be uploaded on a disc and added to the case file

I have also received a thumb drive containing all of the department e-mails for Claudia Mundell from 11/01/2026 until today's date. I have reviewed these e-mails and there are no suspicious e-mails containing to this case. This thumb drive will be added to the case file.

I received an e-mail correspondence from Undersheriff Comeau containing Warren County Vendor Lists for ACH approved payments. This correspondence has been printed off and attached to this supplemental.

INV NR #23

Maille, Nicholas R.

From: Affinito, Edward G.
Sent: Monday, January 12, 2026 2:14 PM
To: Maille, Nicholas R.
Subject: FW: List of All County Payees Paid by ACH during past five years
Attachments: ACH Vendors.pdf

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Monday, January 12, 2026 12:09 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: FW: List of All County Payees Paid by ACH during past five years

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanuel Kant

From: Butler, Julie <butlerj@warrencountyny.gov>
Sent: Monday, January 12, 2026 10:59
To: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Subject: FW: List of All County Payees Paid by ACH during past five years

This was the first e-mail I sent to Larry.

Julie A. Butler
Warren County Purchasing Agent
1340 State Route 9
Lake George, NY 12845

WARREN COUNTY

Vendor Listing

Vendor Number	Vendor Name	SecuredCategory	Type	Status	Address	Website	SSN	Federal Tax ID
15682	BILLS, ROBERT	No		Active	GANSEVOORT, NY 12831	SELF INSURANCE REVISED 11/12/19		
21358	BMO HARRIS BANK NA	No		Active	BMO HARRIS MASTERCARD PO BOX 5732, CAROL STREAM, IL 60197-5732	ADMINSTATOR REVISED - 6/24/19		
13841	BRAMAN, ELIZABETH	No		Active	STONY CREEK, NY 12878	SELF-INSURANCE - EDIT, 3/31/08		
24496	BUSH, MICHAEL R.	No		Active	CHESTERTOWN, NY 12817	SELF INSURANCE-2/4/25		
9804	CEDE & CO.-INTEREST ACCT,	No		Active	55 WATER ST., 25TH FLOOR, NEW YORK, NY 10041	TREASURER'S OFFICE		
9803	CEDE&CO.,PRINCIPAL ACCT.,	No		Active	NDFS RED.DEPT.,DEP.TST.CO. 55 WATER ST., 50TH FLOOR, NEW YORK, NY 10041	TREASURER'S OFFICE		
95	CITY OF GLENS FALLS	No		Active	42 RIDGE STREET, GLENS FALLS, NY 12801	OES-REMIT 3/17/25		14-6002198
15313	CIVIL SERVICE EMPLOYEES ASSOCIATION	No		Active	LOCAL 1000 AFSCME, AFL-CIO CAPITOL STATION, BOX 7125, ALBANY, NY 12224-0125	TREASURER - 6/14/05		14-0479613
14873	COMMISSIONER OF GENERAL SERVICES	No		Active	41ST FLOOR CORNING TOWER,EMP ST PL, ALBANY, NY 12242	DPW - 9/14/04		14-6013200
21126	ECMC	No		Active	LOCKBOX 7096 PO BOX 16478, SAINT PAUL, MN 55116-0478	TREASURER - 11/10/14		41-1778617
11365	ELECT FED TAX PAYT SYS	No		Active	C/O GLENS FALLS NATIONAL BANK AND TRUST CO. 250 GLEN ST, GLENS FALLS, NY 12801	TREASURER REVISED 3/11/21		
23454	FITZGIBBON, SHAWN	No		Active	HUDSON FALLS, NY 12839	SELF INS 2/23/22		
7344	HEALTH FACILITY ASSESSMENT FUND	No		Active	ATTN J ALAIMO FUND ADM PO BOX 4757,	WESTMOUNT - 12/2/04		

				SYRACUSE, NY 132214757		
17686	HOWE, JOHN	No	Active	POTTERSVILLE, NY 12860	SELF INS REACTIVATED 4/12/19	
15314	HUDSON RIVER CREDIT UNION	No	Active	312 PALMER AVE, CORINTH, NY 12822	www.hrccu.org - TREASURER - 6/14/05	14-1407718
16556	JP MORGAN CHASE BANK	No	Active	FLOOR 4 12 CORPORATE WOODS BLVD, LOUDONVILLE, NY 12211	TREAS. - 8/31/06	
23814	KELLY JR, ROBERT E	No	Active	QUEENSBURY, NY 12804	SELF INS 1/25/23	
9690	LAMB, JEANNE	No	Active	CIRCLE ROOM 105, FRANKLIN, TN 37067	SELF INSURANCE REVISED 1/23/23	
23898	LAMB, KYLE	No	Active	RD, BOLTON LANDING, NY 12814	SELF-INSURANCE - 5/19/23	
912893	LEONARDO, DANA	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	SHERIFF - 4/3/17	
913779	MCDONALD, DENNIS	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	SELF INSURANCE- 4/29/24	
911657	MOFFITT, CODY	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	DPW - 6/30/17	
312	NATIONAL GRID	No	Active	PO BOX 371376, PITTSBURGH, PA 15250-7376	PRIMARY ADDRESS FOR ALL DEPTS - 5/27/22	15-0265555
24080	NICHOLS, RONALD W	No	Active	GANSEVOORT, NY 12831	SELF INSURANCE - 1/18/24	
23275	NORTON, KEVIN P	No	Active	RD, CHESTERTOWN, NY 12817	SELF INS 8/19/21	
1497	NYS COMPTROLLER	No	Active	C/O NYS DOT REGION ONE 328 STATE ST, SCHENECTADY, NY 123052302	DPW - 9/15/04	

16416	NYS DEFERRED COMP PLAN	No	Active	75 REMITTANCE DR, CHICAGO, IL 60675-6771	TREASURER REVISED - 6/4/15	
8985	NYS DEPARTMENT OF HEALTH	No	Active	BUREAU OF ACCOUNTS MANAGEMENT CORNING TOWER, ROOM 2748 EMPIRE STATE PLAZA, ALBANY, NY 12237-0016	DSS REVISED 9/14/20	
1913	NYS RETIREMENT SYSTEM,	No	Active	GOV.ALBERT E.SMITH BLDG., ALBANY, NY 12224		
13140	NYSDOH MEDICAID LOCAL SHA	No	Active	CORNING TOWER ROOM 1237 EMPIRE STATE PLAZA, ALBANY, NY 12237	HEALTH REVISED 2/2/22	
15315	PEARL INSURANCE	No	Active	13 AIRLINE DR, ALBANT, NY 12205	TREASURER REVISED 5/29/18	20-2563026
23513	PELLINO, LINDA	No	Active	QUEENSBURY, NY 12804	SELF INS 4/15/22	
6653	PROMP TAX-N.Y.S. DEPT. OF,	No	Active	TAXATION & FINANCE BOX 5290 GPO, NEW YORK, NY 10087		
913639	REGNER, MICHELLA	No	Active	WHITEHALL, NY 12887	DSS REACTIVATED - 3/7/25	
13917	SIEMENS FINANCIAL SERVICES INC	No	Active	PO BOX 2083, CAROL STREAM, IL 60132	WESTMOUNT - 7/6/10	13-2762488
17147	THE BANK OF NEW YORK MELLON	No	Active	500 GRANT STREET, ROOM 3210 BNY MELLON CENTER, PITTSBURGH, PA 15258	TREASURER 6/17/20	13-5160382
18859	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	No	Active	PO BOX 14319, LEXINGTON, KY 40512	TREASURER REVISED - 10/3/19	13-5123390
23863	TIAA	No	Active	730 3RD AVE, NEW YORK, NY 10017	TREASURER 3/30/23	
7922	TOWN OF CHESTER,	No	Active	SUPERVISOR TOWN HALL, MAIN ST., CHESTERTOWN, NY 12817	TREASURER	
3393	TOWN OF HORICON,	No	Active	SUPERVISOR TOWN HALL, BRANT LAKE, NY 12815	BOS	
3046	TOWN OF LAKE LUZERNE,	No	Active	SUPERVISOR PO BOX 370 539 LAKE AVENUE,	TREASURER REVISED -	

				LAKE LUZERNE, NY 12846	5/4/09	
7923	TOWN OF QUEENSBURY,	No	Active	SUPERVISOR 742 BAY ROAD, QUEENSBURY, NY 12804	TREASURER	
5135	TOWN OF WARRENSBURG	No	Active	SUPERVISOR 3797 MAIN STREET, WARRENSBURG, NY 12885	DPW REVISED 1/3/19	
3240	WARREN COUNTY CLERK	No	Active	MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 128459803		
22449	WARREN COUNTY COA	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 10/2/18	83-1330361
20521	WARREN COUNTY CORRECTIONAL SUPERVISOR ASSOCIATION	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 8/8/13	
10242	WARREN COUNTY POLICE BENEVOLENT ASSOCIATION	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 6/14/05	14-1783815
18998	WARREN COUNTY POLICE SUPERVISOR'S BENEVOLENT ASSOC	No	Active	1400 STATE ROUTE 9, LAKE GEORGE, NY 12845	5/24/10	27-2207451
15316	WARREN COUNTY SEA	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 6/14/05	14-1784959
2000	WARREN COUNTY TREASURER	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER REVISED 8/29/23	14-6002576
19871	WEX BANK - EFT	No	Active	d/b/a WRIGHT EXPRESS FSC PO BOX 3440, BOSTON, MA 02241	SHERIFF - REPLACES #2482 - 2/8/12	84-1425616

WARREN COUNTY

Vendor Listing

Vendor Number	Vendor Name	SecuredCategory	Type	Status	Address	Website	SSN	Federal Tax ID
3802	AAF-MCQUAY INC	No		Inactive	DBA McQUAY INTERNATIONAL AND McQUAY SV PO BOX 828451, PHILADELPHIA, PA 19182-8451	DPW - 12/4/07		41-0404230
17769	ADIRONDACK TRUST COMPANY	No		Inactive	473 BROADWAY, SARATOGA SPRINGS, NY 12866	TREASURER - 8/19/08		14-0458765
17370	BCI CONSTRUCTION INC.	No		Inactive	20 LOUDONVILLE ROAD, ALBANY, NY 12204	DPW - 11/20/07		14-1762131
17369	BOESE, ADAM C.	No		Inactive	d/b/a THE DAYLIGHT SAVINGS COMPANY 25 MAIN STREET, GOSHEN, NY 10924	DPW - 11/20/07		06-1600903
21958	CHICAGO TITLE INSURANCE SERVICES, LLC.	No		Inactive	80 STATE STREET, ALBANY, NY 12207	DPW - 2/16/17		36-2468956
3392	CONTROLLER, CITY OF GLENS FALLS	No		Inactive	42 RIDGE STREET, GLENS FALLS, NY 12801	TREASURER		14-6002198
22676	DEFENSE FINANCE AND ACCOUNTING SERVICE	No		Inactive	ROOM 1907 FEDERAL BUILDING 1240 E9TH ST, CLEVELAND, OH 44199-2055	SHERIFF 7/12/19		74-2199338
21533	DEZALIA, CHAD	No		Inactive	QUEENSBURY, NY 12804	SELF INSURANCE REACTIVATED 8/20/21		
20696	EMPIRE STATE DEVELOPMENT CORPORATION	No		Inactive	633 THIRD AVENUE, NEW YORK, NY 10017	PLANNING REACTIVATED - 10/17/22		13-2624287
17164	FIRST NATIONAL BANK OF SCOTIA	No		Inactive	201 MOHAWK AVENUE, SCOTIA, NY 12302	TREASURER'S OFFICE - 8/30/07		
17375	FPI MECHANICAL, INC.	No		Inactive	11 GREEN MOUNTAIN DRIVE, COHOES, NY 12047	DPW - 11/28/07		14-1670590
23390	GLASSER , BRIAN J	No		Inactive	PLEASANT VALLEY, NY 12569	SELF INS 12/13/21		
22034	JEFFERIES LLC	No		Inactive	MADISON AVE, NEW YORK, NY 10022	TREASURER - 6/7/17		

19894	KEENA STAFFING, INC	No	Inactive	2 PROGRESS BOULEVARD, QUEENSBURY, NY 12804	CLERK OF THE BOARD - 2/28/12	14-1818627
23255	KELLY, ADAM J	No	Inactive	QUEENSBURY, NY 12804	SELF INS 7/13/21	
15168	PLATINUM PLUS FOR BUSINESS	No	Inactive	PO BOX 15796, WILMINGTON, DE 19886-5796	Sheriff - 3/16/05 Treas 3/1/06 Auditor 7/17/13	52-2065889
21959	ROBERT S. NUSSBAUM, ATTORNEY AT LAW TRUST ACCOUNT	No	Inactive	619 EAST PALISADE AVE 2ND FLOOR, ENGLEWOOD CLIFFS, NJ 07632	DPW - 2/16/17	
22032	ROBERT W. BAIRD & CO. INC.	No	Inactive	AVENUE, MILWAUKEE WI 53202	TREASURER - 6/7/17	
22033	ROOSEVELT & CROSS, INC.	No	Inactive	ONE EXCHANGE PLAZA 55 BROADWAY - 22ND FLOOR, NEW YORK, NY 10006	TREASURER - 6/7/17	
3167	SARATOGA CO. EMPLOY.&TRNG	No	Inactive	152 HIGH STREET, BALLSTON SPA, NY 12020	ETA	14-6002571
23521	SCRIPTURE, MARTHA	No	Inactive	40, FORT ANN, NY 12827	SELF INS 4/21/22	
913648	STEVES, DUSTIN	No	Inactive	WARRENSBURG, NY 12885	SELF INSURANCE - 11/21/22	
34	TD BANKNORTH	No	Inactive	237 GLEN STREET, GLENS FALLS, NY 12801	TREASURER REACTIVATED - 5/1/18	14-0696525

Ph: 518-761-6538
Fax: 518-761-6395

From: Butler, Julie
Sent: Wednesday, January 7, 2026 8:31 AM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: List of All County Payees Paid by ACH during past five years

Larry,

I ran a report of active vendors set up with ACH payments. It's attached hereto.

This should have captured them all, but I'd like the Treasurer's Office to confirm.

Don't hesitate to contact me if I can be of further assistance.

Julie A. Butler
Warren County Purchasing Agent
1340 State Route 9
Lake George, NY 12845
Ph: 518-761-6538
Fax: 518-761-6395

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, January 6, 2026 4:49 PM
To: Sherman, Carla <shermanc@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Butler, Julie <butlerj@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: List of All County Payees Paid by ACH during past five years

Thanks Carla. I appreciate you letting me know about the WC payees.

Monica and Julie, Please let me know if there are any others?

Also, are all ACH's through Arrow Bank or are we using a different bank for different payees?

Much appreciated.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 4:15 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Butler, Julie <butlerj@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: List of All County Payees Paid by ACH during past five years

We pay the following vendors by electronic payment. Whether or not they are processed as ACH payments or wire transfers I do not know. Both look the same on my reporting end.

V#312 – National Grid
V#19871 – Wex Bank – Sheriff gas card
V#21358 – BMO Harris – County purchasing cards
V#8985 – NYS Dept of Health – Public Health EI Escrow
V#7344 – Health Facility Assessment Fund – Public Health Cash Assessment

We also pay some worker's comp payments by electronic payment. Those vendors may vary, but the last worker's comp batch paid on 12/29/25 included the following:

V#15682 – Robert Bills
V#13841 – Elizabeth Braman
V#24496 – Michael Bush
V#9690 – Jeanne Lamb
V#17686 – John Howe

Have a great day,

Carla Sherman, CIA, IAP
Warren County Auditor
1340 State Route 9
Lake George, NY 12845
518-761-6413

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, January 6, 2026 4:05 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Butler, Julie <butlerj@warrencountyny.gov>

Cc: Norton, Christine <[redacted]>
Subject: List of All County Payees Paid by ACH during past five years

All,

Please provide me with a list of any and all parties which receive payments from Warren County by way of ACH electronic bank payment. I truly appreciate your prompt responses.

Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: [redacted]

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Nicholas Maille

Investigator

Incident # 2025-25920

01/13/2026

Supplemental

On today's date myself and Inv Morse conducted a 2nd interview with Ellen Rose from the Warren County Treasurer's Office. This interview was recorded with department issued pocket recorder.

On today's date myself and Inv Morse also conducted a 2nd interview with Claudia Mundell from the Warren County Treasurer's Office. This interview was recorded with department issued pocket recorder.

On today's date I obtained a written deposition from Warren County Administrator Simon Taflan. This deposition will be attached to this supplemental.

All audio recordings of interviews conducted to this date have been added to a CD and attached to this supplemental.

INV NR #23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Simon J Taflan am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed at, Warren County, 1340 State Route 9, Lake George, NY 12845; my telephone number is 518-761-6539, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the Warren County Administrator, a position I have held for 3 years now. On December 23, 2025 at approximately 1:30 P:M I received a phone call from Warren County Attorney Larry Elman advising me that there had been a situation involving the Warren County Treasurer's Office. He advised that there had been a fraudulent ACH payment sent to Peckham Industries through the Warren County Treasurer's Office for approximately $2.1 Million. He stated that Peckham Industries had contacted Warren County stating that they had not received this payment and that is when the fraud was located. He stated that there was also another payment that had been sent out today for approximately $1.2 Million to Peckham as well and was also an ACH payment. I then spoke with the Chairman of the Board for Warren County Kevin Geraghty and told him what had happened and told him that we should contact the Warren County Sheriff and report this incident. I then began calling the Warren County Department heads to discuss this further. I then called Warren County Treasurer Christine Norton at 3:00 P:M this day. She advised me that her Deputy Treasurer had made a report with the New York State Police and the FBI. I advised her that we needed to make a report with the Warren County Sheriff's Office as well. She then hung up the phone. I then contacted Kevin Geraghty again around 5:00 P:M as I believed that Christine Norton had not contacted the Sheriff's Office. After speaking with Kevin Geraghty I then called Sheriff LaFarr to report this. He advised me that he would have Investigators respond to the Municipal Center. On December 19, 2025 the Warren County Board of Supervisors had approved and adopted a Wire Transfer Policy in regards to Electronic Payments. The first electronic transfer from the Treasurer's Office to Peckham Industries was sent prior to this Wire Transfer Policy being approved by the Warren County Board of Supervisors.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK Initials SJT

1/13/2026
Date

Signature

TWNGH423
Witness

Reed, Joyce

From: Peckham Industries <communications@peckham.com>
Sent: Monday, July 21, 2025 2:30 PM
To: joyce.reed@townofwarrensburg.net
Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.

We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These **fraudulent emails** often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have **not** changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:

On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.

If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at fraud@peckham.com or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Letter to Business Partners

Copyright © 2025 Peckham Industries Inc., All rights reserved.

172 Prospect Hill Road, Brewster, NY, 10509
Tel: (914) 949-2000
info@peckham.com

12/24/~~2023~~ 2025 **Incident Summary – Fraudulent Peckham ACH payment**

In the spring/summer of 2025, the Treasurer's Office implemented a new process allowing vendors to elect payment by ACH. Due to personnel turnover within the department, the proper procedures and internal controls for this new process were not fully established or documented.

In December 2025, approximately four months after I began my new position, I was advised by the Accounting Technician that Peckham Corp had requested to be paid by ACH. This request was submitted through the Vinyl program set up by IT using a link posted on the County website. This was only the second vendor ACH request received since implementation of the new process; the first had been handled by my predecessor.

I was shown by the accountant how and where to access the ACH Authorization Form in order to retrieve the banking information needed to update our financial system. At the time, I was not aware—nor was I advised—that the banking information submitted through this form had not been independently validated. I assumed the ACH payment process followed a similar control structure as the check process, beginning at the department level and including review by the County Auditor and the Treasurer's Office.

After updating the banking information in the financial system, an ACH payment in the amount of $2.1 million was issued on December 12, 2025. The Accounting Technician set up the payment in Business Online Banking, and I approved it.

On December 23, 2025, Peckham Corp contacted DPW inquiring about the status of their payment. At that point, we validated with Peckham that the banking information submitted on the ACH Authorization Form was fraudulent and that the ACH request did not originate from them.

At the same time, a second ACH payment in the amount of $1.2 million had been scheduled for release on December 24, 2025. Upon discovery of the fraud, we immediately contacted the bank and were instructed to initiate a reversal of the pending ACH. Arrow Bank advised us to complete IC3 forms for both ACH transactions—the $2.1 million payment issued on December 12 and the $1.2 million payment scheduled for December 24—for a total exposure of $3.3 million.

I completed and submitted the IC3 forms. A few hours later, I received a call from FBI Special Agent Danielle Ellis of the Albany Field Office, who requested additional information and a copy of the ACH Authorization Form containing the fraudulent banking details.

I also contacted the New York State Police to report the financial crime. Trooper Caitlin Nolan returned my call, obtained the details of the incident, and requested the same ACH documentation. She later emailed an incident form and advised that the matter had been forwarded to an investigator.

Subsequently, the Warren County Sheriff's Office was notified and assumed responsibility for the investigation. Investigator Affinito instructed me to notify Trooper Nolan that the case had

Maille, Nicholas R.

From: Comeau, Terry
Sent: Tuesday, January 13, 2026 1:59 PM
To: Affinito, Edward G.; Maille, Nicholas R.; Morse, Tyler J
Subject: FW: Some Good News...

Importance: High

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanuel Kant

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, January 13, 2026 13:00
To: Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>; Etu, Nathan <etun@WarrenCountyNY.gov>; Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Cc: Arleen Girard <arleen.girard@arrowbank.com>; Whitney Burger <whitney.burger@arrowbank.com>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Hajos, Kevin <HajosK@warrencountyny.gov>
Subject: Some Good News...
Importance: High

I just received a call from Arlene Girard and Whitney Burger, our Partners at Arrow Bank:

- In addition to the ***$1.2M*** ACH that we received back on 1/3/26, based on Monica's successful ACH reversal on 12/23/25, as directed by Arrow

- We have also just received another ***$256,001.98*** into our accounts today, thanks to the Federal Agents who were immediately notified by Monica, again based on Arrow Bank's specific Federal and State Fraud direction she followed

Just wanted to make sure everyone was aware of the additional $256K in funds recouped thanks to Monica immediately notifying Arrow, the FBI and the NYS Police, as per Arrow's specific Federal and State fraud notification direction. I know the Federal authorities were also successful in freezing additional funds...approx. $600K - $800K...with more leads to follow up on. We remain positive that more funds will be recouped and that we are successful in our $250K cyber security claim.

Christine

Christine V. Norton

Christine V. Norton
County Treasurer
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6379
Email: nortonc@WarrenCountyNY.gov

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Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Nicholas Maille

Investigator

Incident # 2025-25920

01/14/2026

Supplemental

On today's date I received a phone call from Warren County Treasurer employee Ellen Rose. She was requesting to a copy of her written statement she had provided me as she had been thinking it over and wanted to make sure she had included everything she had to provide. I brought a copy of the statement over to Ellen Rose and she requested we speak in a meeting room at the Warren County Municipal Center. This interview was recorded with my department issued pocket recorder. Ellen looked over her statement and stated that she just wanted to confirm that she had added that after receiving the ACH request from Peckham's that it needed to be approved by Warren County DPW which she had already included in the statement. She was not able to provide any new information at this time. This recording will be added to a CD and attached to this supplemental.

On today's date I obtained a written deposition from Kevin Geraghty who is the Warren County Chairman of the Board of Supervisors. This deposition is attached to this supplemental.

On today's date I interviewed Melissa J Rounds D.O.B who is a secretary at the Warren County DPW administration building. This interview was recorded on department issued pocket recorder and will be added to a CD and attached to this supplemental. Melissa was questioned about a phone call received to her phone extension on 11/13/2025 that may have come from a person of interest in this case. Melissa stated that she did not remember receiving any phone call matching the voice description of our possible suspect or anyone claiming to be with Peckham Industries.

INV NR 4 of 3

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Kevin B Geraghty am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse and Maille of the Warren County Sheriff's Office. I am employed as the Warren County Chairman of the Board of Supervisors, located at, 1340 State Route 9, Queensbury, NY 12804; my telephone number is my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the Warren County Chairman of the Board of Supervisors a position I have held for 4 years. On December 23, 2026 at approximately 1:30 P:M I received a phone call from Warren County Administrator John Taflon. He advised me that the County had been scammed through the Warren County Treasurer's Office. I told him that I would like to be involved in the incident and wanted to be present at any meetings that would be scheduled for this. At approximately 4:45 P:M that afternoon I received another call from John Taflon. I asked him if we had contacted Warren County Sheriff LaFarr. He advised me that Warren County Treasurer Christine Norton had not contacted him. I advised him that I felt we needed to contact the Sheriff and report this to him. I then contacted Sheriff Lafarr and advised him of the situation and he stated that he would send investigators out to take the report. On December 24, 2025 I had a meeting with Warren County Deputy Treasurer Monica Stark, Warren County Attorney Larry Elmen, Warren County Treasurer Christine Norton and Warren County Administrator John Taflon who attended virtually. During this meeting Christine and Monica briefed us on how the incident occurred. They told us about how they had instituted an ACH electronic payment system. Warren County did not have an electronic wire transfer policy until December 19, 2025 which was approved by the Warren County Board of Supervisors on that date. Prior to this meeting on December 24, 2025 my secretary Joyce Reed at the Town of Warrensburg where I am the Town Supervisor had told me that she had just remembered receiving an e-mail from Peckham Industries back on July 21, 2025. I had not heard of this e-mail up until this point. I had Joyce print me out a copy of this e-mail and I brought it with me to the meeting and gave a copy of it to Larry Elmen.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials KBG

1/14/26
Date

Signature

Witness

Nicholas Maille

Investigator

Incident # 2025-25920

01/16/2026

Supplemental

On today's date I met with FBI SA Andrew Braley at our office. He obtained copies of statements that have been taken in regards to this incident along with other supporting documentation. He obtained this information for supplements to any possible subpoenas that may be required by him at the Federal Law Enforcement level. He did provide me with a FBI Property Receipt for these documents and a copy of this receipt has been attached to this supplemental.

INV WR #423

FD-597
08/19/2025

FEDERAL BUREAU OF INVESTIGATION
RECEIPT FOR PROPERTY

Case ID: AL-4183891

On (date) 1/16/2026 item (s) listed below were:

- [x] Collected/Seized
- [ ] Received From
- [ ] Returned To
- [ ] Released To

Name: Investigator Nick Maille - Warren County Sheriff's Office

Street Address: _____

City: _____

_____

Description of Item (s):

(1) Paper Copies of investigative statements collected by Warren County Sheriff's Office.

(2) A paper copy of a New York State Police report.

(3) A digital copy of information provided by Peckham Industries, Inc. to Warren County Sheriff's Office.

(4) Digital Copies of audio recordings collected by Warren County Sheriff's Office.

Received By: _____ **Received From:** _____
(Signature) (Signature)

Printed Name/Title: Andrew Bradley/FBI SA **Printed Name/Title:** Nick Maille / Investigator Warren County Sheriff's Office

Nicholas Maille

Investigator

Incident # 2025-25920

01/15/2026

Supplemental

On today's date I received an e-mail correspondence from Peckham Industries. They provided multiple e-mails that were sent back and forth to Warren County employees along with their policies and procedures for when a vendor requests a change in payment method. All of these will be attached to this supplemental.

Also attached to this supplemental are e-mail correspondences provided to myself and Inv Morse from Warren County Treasurer employee Daniel Donohue.

Inv NM — 4423

Maille, Nicholas R.

From:	Michelle Botticelli <mbott@peckham.com>
Sent:	Thursday, January 15, 2026 9:40 AM
To:	Maille, Nicholas R.
Cc:	Jennifer Harvey
Subject:	Letter and Requested Emails - Privileged and Confidential (Email 2)
Attachments:	FW- Info Requested.eml; RE- Cust#194241, Aging Invoices.eml; RE- Cust#194241, Aging Invoices[3].eml; RE- Cust#194241, Aging Invoices[9].eml; RE- Cust#194241, Aging Invoices[12].eml; RE- Cust#194241, Aging Invoices[13].eml; RE- Cust#194241, Aging Invoices[25].eml; RE- Cust#194241, Aging Invoices[54].eml; RE- Cust#194241, Aging Invoices[71].eml; RE- Cust#194241, Aging Invoices[72].eml; RE- Cust#194241, Aging Invoices[80].eml; RE- Cust#194241, Aging Invoices[87].eml; RE- Cust#194241, Aging Invoices[93].eml; RE- Cust#194241, Aging Invoices[94].eml; RE- Info Requested.eml; RE- Info Requested[87].eml; Re- Peckham Road Corp Invoices.eml; RE- Peckham Road Corp Invoices[33].eml; RE- Peckham Road Corp Invoices[75].eml; Investigator Maille.pdf
Importance:	High

Warning: Unusual sender <mbott@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Morning Investigator Maille - as a follow up to the voicemail I just left you, I ask that you please delete the first email received earlier with regard to the subject - Letter and Requested Emails. I mistakenly forwarded an email thread that I ask you to please delete and replace with this email.

Please let me know if you have any issues opening the documents attached.

Thanks,

Michelle Botticelli
Corporate Executive Administrator
Peckham Industries, Inc.

Mobile: 917-567-9384
Direct Dial: 914-313-5275
Office: 914-949-2000 ext. 1071

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Maille, Nicholas R.

From:	Michelle Botticelli <mbott@peckham.com>
Sent:	Thursday, January 15, 2026 9:20 AM
To:	Maille, Nicholas R.
Cc:	Jennifer Harvey
Subject:	Affidavit and Exhibits - Private and Confidential
Attachments:	Affidavit.pdf; Ex. A - Fraud Protection Letter 072125.pdf; Exhibit B Peckham Statement of Open Items_Redacted.pdf; Exhibit C.pdf; Ex. D - Vendor Process for Requested Change in Payment Method.docx; Ex. E- Peckham EFT Letter - New 093022.pdf
Importance:	High

Warning: Unusual sender <mbott@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Morning Investigator Maille - at the request of Jennifer Harvey, attached please find the signed Affidavit as well as the corresponding Exhibits. Please let us know if you experience any issues opening the documents.

Please note you will be receiving a second email that contains the requested emails.

Thanks,

Michelle Botticelli
Corporate Executive Administrator
Peckham Industries, Inc.

Mobile: 917-567-9384
Direct Dial: 914-313-5275
Office: 914-949-2000 ext. 1071



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PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel 914.949.2000 Fax 914.949.2075
www.peckham.com

January 15, 2026

Investigator Nicholas R. Maille
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

VIA EMAIL
Re: Warren County Investigation

Dear Investigator Maille:

As your office has requested, we have attached, via email, nineteen (19) emails between employees of Peckham Industries, Inc., and its various subsidiary companies, including Peckham Road Corp. (collectively, "Peckham"), and representatives of Warren County. These email chains span the period of time between November 20, 2025, and January 7, 2026, and they contain communications regarding the invoices and payments which we understand you are investigating. Should you wish to request additional materials from Peckham, please feel free to contact me.

As these emails contain employee names, email addresses and other contact information, as well as bank account numbers, invoice number and other sensitive information, Peckham requests that these materials be treated as exempt from disclosure pursuant to Public Officers Law § 87(2)(e) and (i). The basis for this request is that: (1) as to Public Officers Law § 87(2)(e), Peckham is providing these materials in furtherance of a law enforcement investigation, and these materials include information in which it has a reasonable expectation of privacy, such as account information and other nonpublic information; and (2) as to Public Officers Law § 87(2)(i), Peckham has implemented procedures to safeguard against social engineering, phishing or other fraudulent schemes, and disclosure of the nonpublic information contained in these emails (such as employee names, titles, email addresses, contact information and company policies and procedures) could be utilized to compromise its information technology assets, including its payment systems and customer accounts.

For the foregoing reasons, Peckham asks that these materials be marked and maintained in your office's records with the following legend: "***Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)***." Should you have any questions about this request, please feel free to contact me.

Very truly yours,

Jennifer K. Harvey
Jennifer K. Harvey, Esq.
General Counsel

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

AFFIDAVIT

STATE OF NEW YORK :

::s

COUNTY OF PUTNAM :

Matt Dorman, being duly sworn, deposes and says:

1. I am the Director of Credit for Peckham Industries, Inc., and its various subsidiary companies, including Peckham Road Corp. (collectively, "Peckham").

2. I have personal knowledge of the facts set forth herein. The source of my knowledge is my personal observation and my knowledge of Peckham's financial operations.

3. I am providing this affidavit in response to the request of the Sheriff's Office of Warren County, New York, in furtherance of their investigation into Warren County, New York's ("Warren County") payment of Invoices 2516-06, 2517-06, 2577-01, 2520-01 and 2576-01 (the "Invoices") for materials and supplies pursuant to instructions provided by an unknown perpetrator fraudulently posing as a representative of Peckham.

4. I am informed that the perpetrator instructed Warren County to change the method of payment for the Invoices from payment to Peckham by paper checks to remitting payment by automated clearing house ("ACH") transfer.

5. At no time has Peckham requested or authorized any change in the form of payment from Warren County and, to the best of my knowledge, I affirm that no representative of Peckham requested that Warren County change its method of payment of the Invoices from paper check to any other form of payment.

6. I have also been asked to explain the circumstances surrounding Peckham's issuance of a July 21, 2025, letter to its customers, including various towns in Warren County (the "Fraud Alert"). A true and correct copy of the Fraud Alert is attached hereto as **Exhibit A**.

7. Peckham issued the Fraud Alert to its business partners and customers as a public service after one of its customers advised Peckham that someone posing as a Peckham employee had fraudulently attempted by email to convince the customer to change its method of payment to Peckham from paper check to ACH transfer. As part of this scheme, the imposter created a false domain name and email account at "Peckhan.com", and altered other contact information for an actual Peckham employee. The fraud was uncovered after the customer became suspicious and contacted Peckham through its official contact information, thereby preventing any theft of funds. A true and correct copy of the customer's email communication with the fraudulent imposter is attached as **Exhibit B**. Peckham issued the Fraud Alert promptly after learning of the scam.

8. Peckham sent the Fraud Alert to each of its municipal customers in Warren County at the following email and physical addresses:

1. Town of Bolton – Town of Bolton Highway Department:
   A. Emails:
      - [redacted]
      - [redacted]
      - [redacted]
   B. Physical Mailing:
      Town of Bolton Highway Dept.
      PO Box 7
      Bolton Landing, NY 12814
2. Town of Chester Highway Dept.:
   A. Email: [redacted]
   B. Physical Mailing:
      Town of Chestertown Highway Dept.
      PO Box 423
      Chestertown NY 12817

3. Town of Hague:
   A. Email:
   B. Physical Mailing:
      Town of Hague
      PO Box 509
      Hague NY 12836
4. Town of Horicon Highway Dept.
   A. Emails: ,
   B. Physical Mailing:
      Town of Horicon
      PO Box 90
      Brant Lake. NY. 12815
5. Town of Johnsburg:
   A. Emails: ,
   B. Physical Mailing:
      Town of Johnsburg
      88 Skibowl Road
      North Creek NY 12853
6. Town of Lake George:
   A. Email:
   B. Physical Mailing:
      Town of Lake George
      Old Post Rd
      Lake George NY 12845
7. Town of Lake Luzerne Highway Department:
   A. Email:
   B. Physical Mailing:
      Town of Lake Luzerne Highway Dept.
      PO Box 370
      Lake Luzerne, NY 12846
8. Town of Queensbury Highway Dept.:
   A. Email:
   B. Physical Mailing:
      Town of Queensbury Highway Dept.
      Bay Road
      Queensbury, NY 12804
9. Town of Stony Creek Highway Dept.:
   A. Email:
   B. Physical Mailing:
      Town of Stony Creek Highway Dept.
      Hadley Road
      Stony Creek, NY12878
10. Town of Thurman Highway Dept.:
    A. Email:
    B. Physical Mailing:

Town of Thurman Highway Dept.
PO Box 29
Athol, NY. 12810

11. Town of Warrensburg/Town of Warrensburg Highway Dept.,
A. Emails: [redacted];[1]
B. Physical Mailing:
Town of Warrensburg Highway Dept.
3797 Main Street
Warrensburg, NY, 12885

9. The procedures described in the Fraud Alert are consistent with the policies and procedures used by Peckham with regard to the payments that it makes to its own vendors – *i.e.*, entities that Peckham pays in exchange for goods and services. A true and correct copy of Peckham's written procedures are attached hereto as **Exhibit D**.

10. With regard to payments that Peckham receives from its customers (like the Towns listed above), Peckham has a policy to ensure that any payments by electronic fund transfer are authorized and properly routed. Should a customer wish to change the payment mode (we would not do so as this is a customer choice), they would be directed to Peckham's credit department, and a credit department employee would send a letter with proper routing instructions to the customer. A true and correct copy of such a letter is attached as **Exhibit E**.

11. While the account identified in **Exhibit E** has a debit block on it to prevent unauthorized withdrawals, any public disclosure of the account information and routing number for Peckham's bank account would violate Peckham's rights under state and federal law. Peckham has not redacted that information in **Exhibit E**, as it may be relevant to the ongoing criminal investigation. However, Peckham has a reasonable expectation that its confidential banking information will be exempt from public disclosure.

[1] While Peckham's mass email service indicates that that an email was sent to Mr. Geraghty, it does not appear that it was ever opened. A true and correct copy of the report generated by the service is attached as Exhibit C.

12. Peckham has implemented these procedures to safeguard against social engineering, phishing or other fraudulent schemes which may be utilized to compromise its information technology assets, including its payment systems and customer accounts.

13. Accordingly, Peckham requests that **Exhibits D** and **E** be treated as exempt from disclosure in accordance with Public Officers Law § 87(2)(i).

14. In addition, as Peckham is providing these materials in furtherance of a law enforcement investigation, it requests that this affidavit and all of its exhibits be treated as exempt from disclosure in accordance with Public Officers Law § 87(2)(e).

Matt Dorman

Sworn to before me this
15th day of January, 2026

Janet E. Kalpaxis
Notary Public

JANET E. KALPAXIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6117742
Qualified in Putnam County
My Commission Expires 11/1/2028

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Procedure when Vendor requests change in Payment method

1.0 AP ADMINISTRATOR

1. Prepare EFT Authorization Form to request change to Bank Account and/or Routing Number in Vista.

2.0 SENIOR ACCOUNTANT

1. Verify information on request by calling Vendor contact phone number in Vista.
2. Document number called, who they spoke to, date and time on Internal form
3. Second verification - use the internet to confirm the phone number called belongs to vendor. If no confirmation can be made this way, contact the Peckham business lead for this vendor to identify a source to use as a second verification.
4. Document second source on internal form, print source attach to packet.
5. Provide Packet to Director of Business Process Improvement & Internal Controls for Audit.

3.0 DIRECTOR OF BUSINESS PROCESS IMPROVEMENT & INTERNAL CONTROLS

1. Review packet provided by Senior Accountant.
2. Approve the request to change to Vista.
3. Notify the Senior Accountant that the change is approved.

4.0 SENIOR ACCOUNTANT

1. Update Vista – Programs/AP Vendors

5.0 INFORMATION SYSTEMS (AUTOMATIC)

Email is sent to the Distribution group, which includes CFO, Controller, Director of Business Improvement & Internal Controls and AP Manager indicating a change to Bank Account and/or Routing Number in Vista was made.

6.0 Director of Business Process Improvement & Internal Controls

1. Upon receiving the IS email, review the changes made in Vista vs the approved, attached packet.

7.0 Corporate Controller

1. Receives the IS email (automatic) for any changes made to Bank Account, Routing Number and Phone Number in Vista.
2. Approves the weekly disbursements, specifically taking into consideration any IS emails where a change was made by anyone other than the Senior Accountant.
3. On Thursday morning, before the weekly disbursements run is processed, the HQ Audit Detail report for the last 7 days is generated to look for any unauthorized changes to Bank Account, Routing number, and Phone Number i.e., made by anyone besides the Senior Accountant or NT Authority\Network Service. NT Authority\Network Service is an IT based user id that allows

employee updates in Keystyle for Bank Account and Routing Number to flow into AP after they are reviewed/released by HR.

4. Report is printed to pdf, management review is documented with name and date reviewed and saved for retention to the network.
5. Unauthorized changes noted, are reported to the Director of Business Process Improvement & Internal Controls for further review.

8.0 AP Manager

1. If an unauthorized change is identified by the Controller, the AP Manager will be notified by the Controller to place the vendor as "Inactive" at the Vendor master level.
2. Open invoices will also be placed "Inactive" for payment by the AP Manager.
3. Once the Director of Business Improvement & Internal Controls indicates the unauthorized change has been reviewed and appropriately authorized, they will notify the AP Manager to release the vendor hold.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Rd, Brewster, NY 10509 • 914.949.2000
An Equal Opportunity Employer M/F • Fax 914.517.0461
Email: eft@peckham.com

RE: EFT Information

Bank Name: **KeyBank National Association**
Albany NY

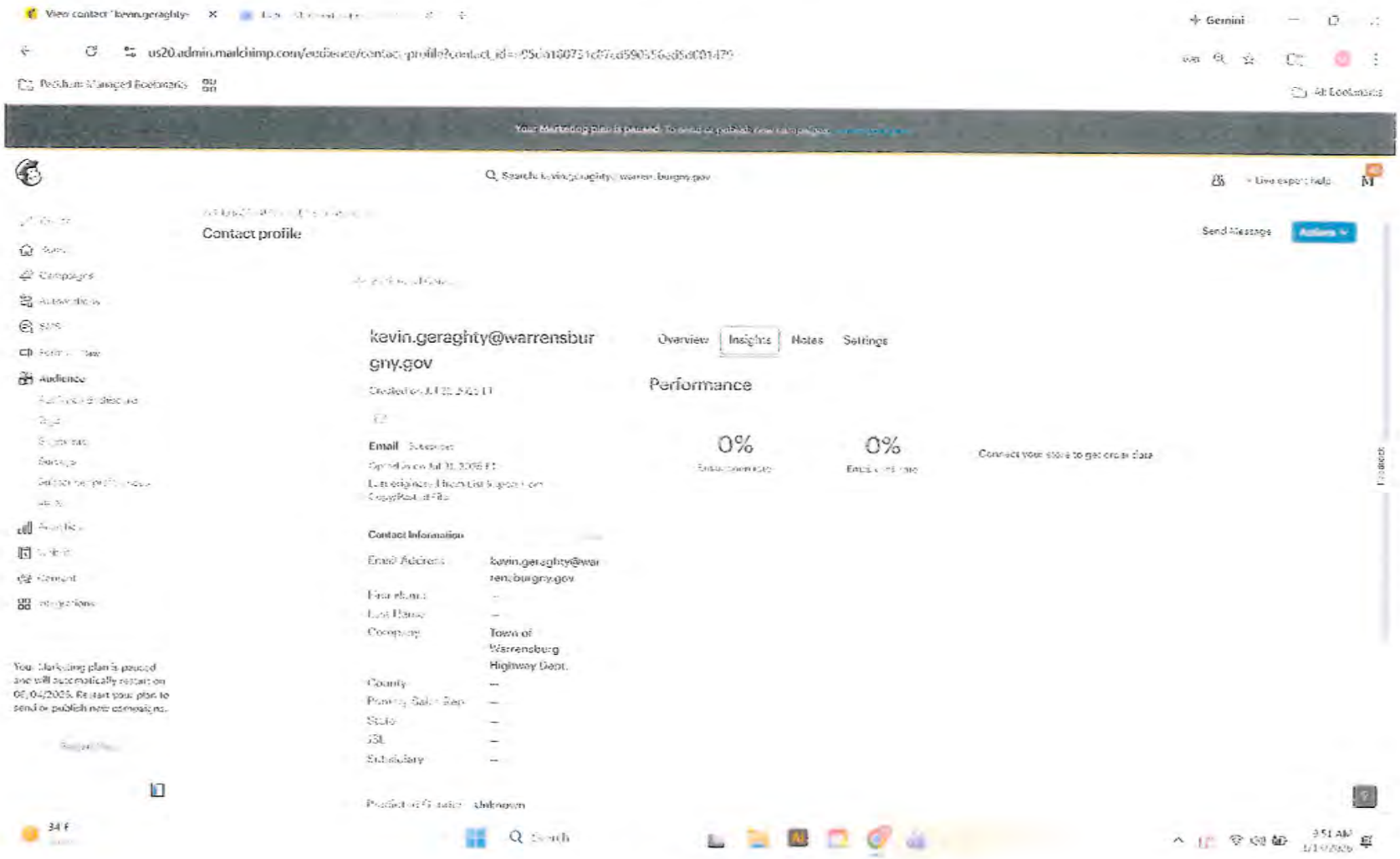
ABA Routing Number:

Account Name: **Peckham Industries Inc.**

Account Number:

Please send all remittance information to eft@peckham.com

EXHIBIT C


Contact profile
Send Message
kevin.geraghty@warrensburgny.gov
Overview
Insights
Notes
Settings
Performance
0%
0%
Email
Contact Information
Email Address
kevin.geraghty@warrensburgny.gov
Company
Town of Warrensburg Highway Dept.
Audience
Campaigns
Automations
SMS
Forms
Templates
Content
Integrations
Your Marketing plan is paused and will automatically restart on 06/04/2025. Restart your plan to send or publish new campaigns.

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel: 914.949.2000 Fax: 914.517.0461

Date: July 21, 2025

Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.
We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These **fraudulent emails** often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have not changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:
On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.
If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

[redacted]

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Outlook

Fw: Peckham Statement of Open Items

From Alan Corr <acorr@peckham.com>
Date Mon 1/5/2026 4:21 PM
To Jennifer Harvey <jharv@peckham.com>; Matt Dorman <mdorm@peckham.com>

Get Outlook for iOS

From: Matt Dorman <mdorm@peckham.com>
Sent: Thursday, July 17, 2025 12:55
To: Alan Corr <acorr@peckham.com>
Cc: Claire Morris <cmorr@peckham.com>; Kendall Polk <kpolk@peckham.com>; Matthew Webb <mwebb@peckham.com>
Subject: Fw: Peckham Statement of Open Items

Alan,

One of our customers was almost a victim of fraud.

Ashmi in Cybersecurity within our IT department was recently advised of the attempt.

In this instance the fraudster knew names of PII members and tried to appear as a PII member via email.

Although the customer initially resisted, they did try to send a wire but thankfully it did not leave their account. They then made phone calls and paused. Fraud averted.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

From: Mary Britton <mbritton@geeleher.com>
Sent: Thursday, July 17, 2025 11:29 AM
To: Matt Dorman <mdorm@peckham.com>
Cc: Johanna May <jmay@peckham.com>
Subject: FW: Peckham Statement of Open Items

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,
See emails below....

Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 3:16 PM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Mary

We received the check stubs showing the total amount sent to our bank account.

Thanks for your assistance with the payment process.

Joe

Joseph Salvon

JOHN B. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 11:10 PM Mary Britton <mbritton@geeleher.com> wrote:

Hi Joe,
I just completed the Wire. I attached the check stubs of the 2 checks I sent out within the last week.
They list the invoices that were paid.
Total amount was $108,831.70 I deducted $70 – 2 stop payment charges and wire Fee.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Let me know if you have any questions.
Thanks!

Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 1:20 PM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Mary

Can you please advise if the outstanding invoices payment has been sent to our bank account?

Joe

Joseph Salvon

JOHN S. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:17 PM Joe Salvon <jsalv@peckhan.com> wrote:

> Mary
>
> it is a temporary issue.We will advise once we are back to receiving payments through checks.
>
> Please advise once the payment is sent to our bank account.
>
> Joe
>
> ***Joseph Salvon***
>
> JOHN S. LANE & SON, INC.
> A PECKHAM FAMILY COMPANY
>
> ***www.peckham.com***
> **(786) 353-4515**

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

On Mon, Jul 14, 2025 at 7:12 PM Joe Salvon <jsalv@peckhan.com> wrote:

Ryan and Mary

Thanks so much for your assistance with this.

Kindly advise once the payment is sent to our bank account.

Joe

Joseph Salvon



JOHN S. LANE & SON, INC.

A PECKHAM INDUSTRIES COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:05 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

Lol don't be the biggest try to be the best!

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 11:03 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>
Cc: Mary Britton <mbritton@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Ryan

We do not have access to our lock box.We have had several issues with check payments recently.Please we won't like to have the same issue with your payment.Please cancel the check issued and advise once this is done.

Joe

Joseph Salvon

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JOHN S. LANE & SON, INC.
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www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:00 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

Somebody lost the key to the lock box?

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 10:54 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>; Mary Britton <mbritton@geeleher.com>
Cc: Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Ryan and Mary

You are correct we do receive payments through checks.But we currently have issues with check payment and our lockbox is closed at the moment. Please in order to avoid issues with your payment we advise that you cancel the check payment and send payment to our bank account.Our bank account information for payment is attached once again.The wire fee should be deducted from our payment.

Kindly advise once the check is cancelled.

Joe

Joseph Salvon



JOHN S. LANE & SON, INC.
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(786) 353-4515

On Mon, Jul 14, 2025 at 6:48 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Joe,

What the hell is going on with this? This seems to be going in a circle. We are not doing wire transfers or ach payments. We will mail a check through the us postal system like we have for 20 plus years.

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 10:45 AM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Mary

The transfer fees should be deducted from our payment to make it more convenient.The due invoices payment can be sent once and you just confirm the invoice numbers of the invoices that were paid.This is the best way we can accept payment if you can't pay through ACH.

Can you please advise on when we should expect the outstanding invoices payment?

Joe

Joseph Salvon

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A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 6:24 PM Mary Britton <mbritton@geeleher.com> wrote:

> Hi Joe
> Received. I'm not sure this is going to work on my end. Wiring each payment?
> That requires a significantly more amount of time and a bank fee.
> In order for us to remain current with our payments- it would be best to continue with checks.
> Unless we wanted to move to a 60/ 90 day term for invoices.

[redacted]

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Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 10:18 AM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Mary

Can you please advise if you received our updated bank account information sent earlier today?

Joe

Joseph Salvon

JOHN S. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 5:53 PM Joe Salvon <jsalv@peckhan.com> wrote:

> Mary
>
> I would like to inform you that going forward we would be receiving payments with our bank account.Our bank account information for payment is attached.Please make sure the outstanding invoices payment is sent to our bank account this week.
>
> Can you please advise on the payment status of the due invoices?
>
> Joe
>
> ***Joseph Salvon***
>
> JOHN S. LANE & SON, INC.
> A PECKHAM FAMILY COMPANY
>
> ***www.peckham.com***

[redacted]

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

(786) 353-4515

On Mon, Jul 14, 2025 at 4:53 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

Yeah Mary handles all of this. I included her on here.

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 8:50 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>
Cc: Joe Caron <jcaro@peckhan.com>; Tim Durand <tdura@peckhan.com>; credit <credit@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Ryan

Attached is our bank account information for payment.The recent statement with invoices due for payment is attached.Please make sure the outstanding invoices payment is sent to our updated bank account this week.

Can you please advise once you receive our bank account information?

Joe

Joseph Salvon

JOHN S. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 4:44 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

I have no clue what you are talking about...

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 8:24 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>
Cc: Joe Caron <jcaro@peckhan.com>; Tim Durand <tdura@peckhan.com>; credit <credit@peckhan.com>
Subject: Peckham Statement of Open Items

Ryan

I would like to inform you that regarding the outstanding invoices payment and going forward we would be receiving payments with our bank account due to the recent issues we had with check payment and deliveries.I will be sending our new bank account information shortly.

Joe

Joseph Salvon

JOHN B. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Maille, Nicholas R.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 9:13 AM
To: Matt Dorman; Kocsis, Ann; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219

cell: 973-885-7015

PECKHAM INDUSTRIES, INC.

From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <[redacted]>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <[redacted]>; Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <[redacted]>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241			
	12/1/25	310197	340.2
	12/17/26	310466	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Doughney, Edward <[redacted]>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 10:53 AM

To: Doughney, Edward < >; Elizabeth Lennon < >; Kocsis, Ann < >
Cc: Jenny Cooper < >
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender < >
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get

From: Doughney, Edward < >
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon < >; Kocsis, Ann < >
Cc: Jenny Cooper < >; Matt Dorman < >
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon < >
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward < >; Kocsis, Ann < >
Cc: Jenny Cooper < >; Matt Dorman < >
Subject: RE: Cust#194241, Aging Invoices

External sender < >
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon

Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie			
			Last Payment Date: 12/01/25						Phone: 5
24-2081-03*	08/08/24	1	JB App #3	-4,166.20					
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65		520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74			
1234216	11/12/25	91	Material Sales	128.32	128.32				
25-2520-01	11/12/25	1	JB App #1	1,005,646.69	1,005,646.69				
1234655	11/13/25	91	Material Sales	135.44	135.44				
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03				
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06				
1235528	11/17/25	35	Material Sales	991.70	991.70				
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98		

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer

Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,166.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,968.64	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027



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any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward; Matt Dorman; Elizabeth Lennon
Cc: Jenny Cooper
Subject: RE: Cust#194241, Aging Invoices
Attachments: Peckham Roadd.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
[redacted]

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit

Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

From: Doughney, Edward <
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

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Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <>
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It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <>
Sent: Friday, December 19, 2025 10:31:38 AM

To: Elizabeth Lennon < >; Kocsis, Ann < >
Cc: Jenny Cooper < >; Matt Dorman < >
Subject: RE: Cust#194241, Aging Invoices

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Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneve@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,574.65		520,574.65		
25-2578-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	126.32	126.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.69	1,005,646.69			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235523	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,643.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneve@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,188.20				
25-2518-06	10/21/25	1	JB App #6	1,087,116.71		1,087,116.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235628	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,998.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 11:43 AM
To: Doughney, Edward; Matt Dorman; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Unfortunately FedEx is not an option. Someone can pick the check up on either Monday or Tuesday. I will just need to know who will be picking up the check and when so we make sure it goes to the correct person.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <
>; Kocsis, Ann <
>; Elizabeth Lennon <

Cc: Jenny Cooper < >; Dominique Bisignano < >; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Ed,

We very much appreciate the update. I will share with others within our organization.
Let's connect when the checks are printed before mailing or earlier as appropriate.
Available via my cell too -

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Doughney, Edward <>
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <>; Kocsis, Ann < >; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano < >; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Kocsis, Ann <[redacted]>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <[redacted]>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.

From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <>; Matt Dorman <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust#:194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219

cell:



https://peckham.com/

From: Doughney, Edward <
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <>; Elizabeth Lennon < >; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>

Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

> **CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

> **External sender** <[redacted]>
> Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept. **Contact : Ed/AnnMarie**

Last Payment Date: 12/01/25 **Phone: 5**

24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.66		520,674.66		
25-2578-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.51	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist

Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <>; Kocsis, Ann <
Cc: Jenny Cooper <
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <>; Kocsis, Ann <
Cc: Jenny Cooper <
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/06/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #5	1,087,116.71		1,087,116.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2578-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 12:09 PM
To: Matt Dorman; Doughney, Edward; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That works. I will be out of the office until 12/29 but still will be able to send and receive emails.
Once I have confirmation that the check for the $2.1M is ready, I will be looking for the same information about who will be picking the check up and when.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 12:05 PM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Thanks Ann.

I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup.

I recall the $2.1M wont be available until Jan 2nd at the earliest.

I will look to connect with you on 12/26.

Regards,

Matt Dorman
Director of Credit
Peckham Industries

172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <
Sent: Wednesday, December 24, 2025 11:42 AM
To: Doughney, Edward <>; Matt Dorman <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Unfortunately FedEx is not an option. Someone can pick the check up on either Monday or Tuesday. I will just need to know who will be picking up the check and when so we make sure it goes to the correct person.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

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Hi Ed,

We very much appreciate the update. I will share with others within our organization.
Let's connect when the checks are printed before mailing or earlier as appropriate.
Available via my cell too - 973-885-7015.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

From: Doughney, Edward <>
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm

<[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

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I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.

From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd

Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <>; Matt Dorman <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

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See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.

From: Matt Dorman <>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust#: 194241		
12/1/25	310197	340.2
12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Doughney, Edward <doughneye@warrencountyny.gov>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <kocsis@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoo@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <kocsis@WarrenCountyNY.gov>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get [redacted]

From: Doughney, Edward <[redacted]>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509

email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.65		520,674.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer

Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <Doughneye@warrencountyny.gov>; Kocsis, Ann <Kocsisa@warrencountyny.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235523	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027



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Maille, Nicholas R.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon; Kocsis, Ann
Cc: Jenny Cooper; Matt Dorman
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,

2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.

2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
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Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
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25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Good morning Ela,

Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.

Let me know if you have any other questions on the JB apps.

Have a great weekend,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 11/18/25					Phone: 8
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234665	11/13/25	91	Material Sales	136.44	136.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 10:29 AM
To: Matt Dorman; Doughney, Edward; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509

direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <>; Matt Dorman <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward < >; Elizabeth Lennon < >; Kocsis, Ann <
Cc: Jenny Cooper <
Subject: Re: Cust#194241, Aging Invoices

External sender <
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.

From: Matt Dorman <
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward < >; Elizabeth Lennon < >; Kocsis, Ann <
Cc: Jenny Cooper <
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241		
12/1/25	310197	340.2
12/17/25	310465	2 588 4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Doughney, Edward <[redacted]>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get [redacted]

From: Doughney, Edward <[redacted]>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509

email: elenn@peckham.com
office: 914-949-2000 x 1027



From: Doughney, Edward <
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

External sender <>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.66		520,674.66		
25-2578-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	126.32	126.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234658	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,306.06	220,306.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,643.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer

Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,968.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 10:25 AM
To: Matt Dorman
Cc: Stark, Monica
Subject: FW: Info Requested
Attachments: Fraud Protection Letter 072125.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt – this is tremendously helpful! Thank you so much for the effort. Monica and I will reach out to you and Jenn this afternoon with where we stand and appropriate next steps after I meet w Leadership.

We value your partnership as well, and appreciate you understanding and patience. I understand your year end accounting needs and hope to get you checks/answers asap.

Thank you again!

Christine

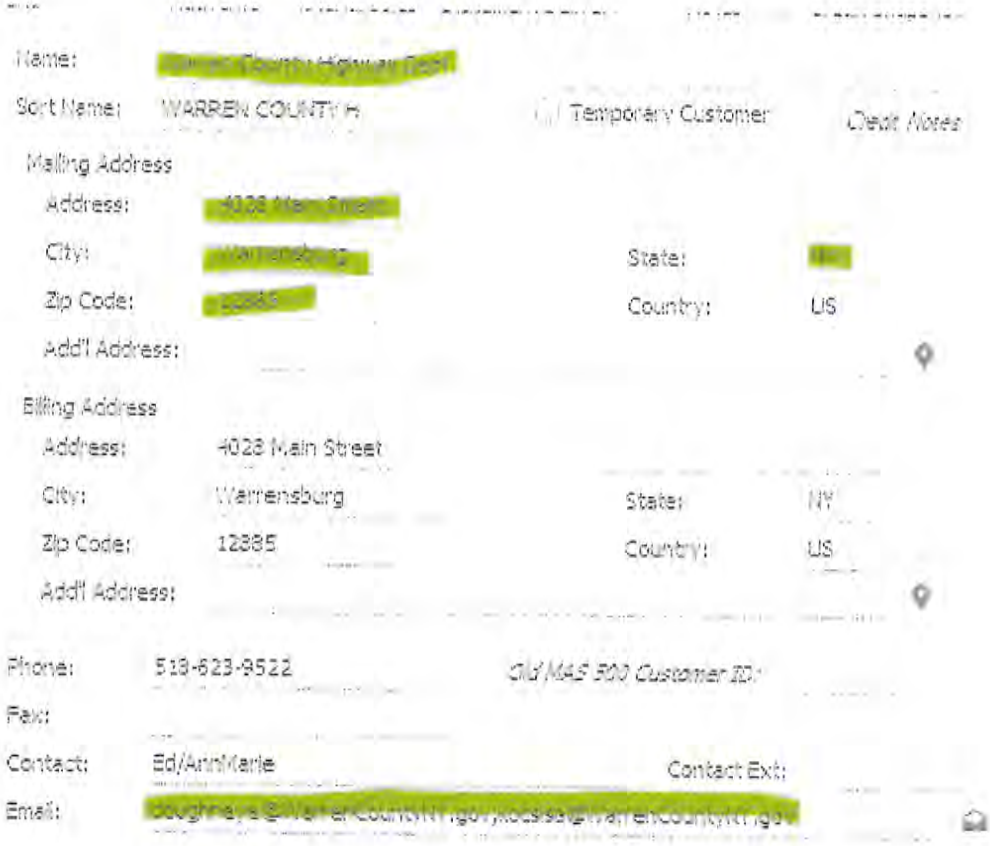
From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 30, 2025 10:17 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Info Requested

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Christine,

Attached is a copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via email.

The mailing address and email addresses we show are below:



Name: [redacted]
Sort Name: WARREN COUNTY H
Temporary Customer
Credit Notes
Mailing Address
Address: [redacted]
City: [redacted]
State: [redacted]
Zip Code: [redacted]
Country: US
Add'l Address:
Billing Address
Address: 4028 Main Street
City: Warrensburg
State: NY
Zip Code: 12885
Country: US
Add'l Address:
Phone: 518-623-9522
CMS MAS 500 Customer ID:
Fax:
Contact: Ed/AnnMarie
Contact Ext:
Email: [redacted]

We certainly value our partnership with Warren County.

Considering the amounts in question and the end of year occurring tomorrow, we very much will appreciate a prompt resolution to the outstanding amounts due. Hoping we can get clarity today on when we can expect the check we attempted to pick up today as well as the $2.1M payment we have been expecting. Upon hearing back from you, I will be sharing an update with others here.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

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prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Maille, Nicholas R.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman; Kocsis, Ann; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Ed,

We very much appreciate the update. I will share with others within our organization.
Let's connect when the checks are printed before mailing or earlier as appropriate.
Available via my cell too - 973-885-7015.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509

direct: 914-409-9219
cell: 973-885-7015



From: Doughney, Edward <
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <[redacted]>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <[redacted]>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm

<[redacted]>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

From: Kocsis, Ann <[redacted]>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <[redacted]>; Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <; Elizabeth Lennon <; Kocsis, Ann
<
Cc: Jenny Cooper <
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <; Elizabeth Lennon <; Kocsis, Ann
<
Cc: Jenny Cooper <
Subject: Re: Cust#194241, Aging Invoices

External sender <
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

From: Matt Dorman <
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust#.194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Doughney, Edward <>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

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Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get

From: Doughney, Edward <>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

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Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.					Contact : Ed/AnnMarie			
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #3	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.65		520,674.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234355	11/13/25	91	Material Sales	135.44	135.44			
1234356	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,

Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept. **Contact : Ed/AnnMarie**

Last Payment Date: 11/18/25 **Phone: 5**

24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #5	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2578-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.69	1,005,646.69			
1234355	11/13/25	91	Material Sales	135.44	135.44			
1234356	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2578-01	11/18/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,332,968.64	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries

172 Prospect Hill Rd
Brewster NY 10509
email: [redacted]
office: 914-949-2000 x 1027



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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 7:56 AM
To: Matt Dorman; Jenny Cooper
Cc: Doughney, Edward; Elizabeth Lennon; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, the information was passed along that Jenny will be there today.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Monday, December 29, 2025 4:28 PM
To: Jenny Cooper <jcoop@peckham.com>
Cc: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ann,

We will figure you passed Jenny's message on to Treasury about arriving tomorrow morning.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
[redacted]

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Jenny Cooper <[redacted]>
Sent: Monday, December 29, 2025 10:29 AM
To: Matt Dorman <[redacted]>
Cc: Ann Kocsis <[redacted]>; Edward Doughney <[redacted]>; Elizabeth Lennon <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Good Morning All-

I think due to the weather and the current state of my driveway alone, I am going to hold off pick up until tomorrow morning.
Please stay safe to anyone that does need to go out in this weather!

Thank you,
Jenny

> On Dec 28, 2025, at 2:10 PM, Matt Dorman <[redacted]> wrote:
>
> Hi Ann,
>
> The plan, weather permitting is Jenny Cooper handling tomorrow around 1pm. Jenny is on this email thread.
>
> Regards,
>
> Get [redacted]
>
> **From:** Kocsis, Ann <[redacted]>
> **Sent:** Friday, December 26, 2025 1:27:57 PM
> **To:** Matt Dorman <[redacted]>; Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
> **Cc:** Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
> **Subject:** RE: Cust#194241, Aging Invoices
>
> **CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> I will pass the information along to the treasurer office regarding who will pick up the check. Please let me know if any of the names change.
>
> You will be going to the Municipal Center at 1340 State Rt. 9, Lake George NY. Enter through the DMV entrance and the Treasurers Office will be just past DMV on your right.
>
> Thank You
> AnnMarie Kocsis

-------- Original message --------
From: Matt Dorman <>
Date: 12/26/25 10:29 AM (GMT-05:00)
To: "Kocsis, Ann" <>, "Doughney, Edward" <>, Elizabeth Lennon <>
Cc: Jenny Cooper <>, Dominique Bisignano <>, Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Ann,

We are aiming to visit your office on Mon 12/29 for the pickup.

For now, it is very likely one of the persons will be our VP and General Counsel, Jen Harvey. Jen might be accompanied by Jenny Cooper of the local PRC office.

I will confirm later.

Is there a good time to plan for? Same office address as what is in your email? Upon arrival ask for yourself or Treasury?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<Outlook-h2endm5g.png>

From: Kocsis, Ann <>
Sent: Wednesday, December 24, 2025 12:08 PM
To: Matt Dorman <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm

<[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That works. I will be out of the office until 12/29 but still will be able to send and receive emails.

Once I have confirmation that the check for the $2.1M is ready, I will be looking for the same information about who will be picking the check up and when.

Thank You

AnnMarie Kocsis

Senior Account Clerk|Warren County DPW

4028 Main Street

Warrensburg NY 12885

O (518) 824-8830

F (518) 824-8829

From: Matt Dorman <[redacted]>
Sent: Wednesday, December 24, 2025 12:05 PM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Thanks Ann. I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup. I recall the $2.1M wont be available until Jan 2 nd at the earliest. I will look to connect with you on 12/26. Regards, Matt Dorman Director of Credit

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Thanks Ann.

I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup.

I recall the $2.1M wont be available until Jan 2nd at the earliest.

I will look to connect with you on 12/26.

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image009.jpg>

https://peckham.com/

From: Kocsis, Ann <[redacted]>
Sent: Wednesday, December 24, 2025 11:42 AM
To: Doughney, Edward <[redacted]>; Matt Dorman <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Unfortunately FedEx is not an option. Someone can pick the check up on either Monday or Tuesday. I will just need to know who will be picking up the check and when so we make sure it goes to the correct person.

Thank You

AnnMarie Kocsis

Senior Account Clerk | Warren County DPW

4028 Main Street

Warrensburg NY 12885

O (518) 824-8830

F (518) 824-8829

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman <[redacted]>; Kocsis, Ann <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

From: Matt Dorman <
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano < >; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed, We very much appreciate the update. I will share with others within our organization. Let's connect when the checks are printed before mailing or earlier as appropriate. Available via my cell too - 973-885-7015. Regards, Matt Dorman Director

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Ed,

We very much appreciate the update. I will share with others within our organization.

Let's connect when the checks are printed before mailing or earlier as appropriate.

Available via my cell too - 973-885-7015.

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image010.jpg>

From: Doughney, Edward <
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <>; Kocsis, Ann <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

From: Matt Dorman <
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <>; Doughney, Edward <>; Elizabeth Lennon <>
Cc: Jenny Cooper <>; Dominique Bisignano <>; Kevin Grimm <>
Subject: Re: Cust#194241, Aging Invoices

I will call you shortly - our account number is not displayed in what you shared. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 From: Kocsis,

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image011.jpg>

http://peckham.com/

From: Kocsis, Ann <[redacted]>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis

Senior Account Clerk|Warren County DPW

4028 Main Street

Warrensburg NY 12885

O (518) 824-8830

F (518) 824-8829

From: Matt Dorman <[redacted]>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <[redacted]>; Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>
Cc: Jenny Cooper <[redacted]>; Dominique Bisignano <[redacted]>; Kevin Grimm <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

The bank to remit to is Key Bank. Can you double check your end to see why you directed to Arrow bank? Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 [redacted]

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image011.jpg>

[redacted]

From: Kocsis, Ann <
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <>; Matt Dorman <>;
Elizabeth Lennon <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct.
This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis

Senior Account Clerk|Warren County DPW

4028 Main Street

Warrensburg NY 12885

O (518) 824-8830

F (518) 824-8829

From: Doughney, Edward <>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann
<>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

From: Matt Dorman <
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

Ed or Ann, We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-

External sender <>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image012.jpg>

From: Matt Dorman <
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <
>; Elizabeth Lennon <
>; Kocsis, Ann <
>
Cc: Jenny Cooper <
>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

<image013.png>

Regards,

Matt Dorman

Director of Credit

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

direct: 914-409-9219

cell: 973-885-7015

<image014.jpg>

From: Doughney, Edward <
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

From: Matt Dorman <
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <>; Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Re: Cust#194241, Aging Invoices

It may mean it needs further approval within Accounts Payable to move toward being released. Get Outlook for Android From: Doughney, Edward < > Sent: Friday, December 19, 2025 10:31:38 AM To: Elizabeth Lennon <elenn@peckham.

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,

From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23

The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!

Let me know if you need additional information.

Thanks,

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

[redacted]

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12. Thank you so much. Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewst

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon

Sr Credit Team Specialist

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

email:

office: 914-949-2000 x 1027

<image015.png>

From: Doughney, Edward <
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>; Matt Dorman <>
Subject: RE: Cust#194241, Aging Invoices

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Ela,

2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.

2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

From: Elizabeth Lennon <>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <>; Kocsis, Ann <>

Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. Can you please provide a payment status for the October applications? Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 email: [redacted] office: 914-949-2000 x 1027 &nb

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

<image016.png>

Ela Lennon

Sr Credit Team Specialist

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

email: [redacted]

office: 914-949-2000 x 1027

<image015.png>

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,

Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.

Let me know if you have any other questions on the JB apps.

Have a great weekend,

Ed Doughney

Senior Civil Engineer

Warren County Department of Public Works

Office: 518.824.8836

Cell: 518.260.4434

doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Hi Ed & AnnMarie, I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon. Best regards, Ela Lennon Sr Credit Team Speci

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

<image017.png>

Best regards,

Ela Lennon

Sr Credit Team Specialist

Peckham Industries

172 Prospect Hill Rd

Brewster NY 10509

email: elenn@peckham.com

office: 914-949-2000 x 1027

<image015.png>

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Maille, Nicholas R.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 10:32 AM
To: Elizabeth Lennon; Kocsis, Ann
Cc: Jenny Cooper; Matt Dorman
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,

From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23

The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!

Let me know if you need additional information.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Ela,

2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.

2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.				Contact : Ed/AnnMarie				
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.65		520,674.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: RE: Cust#194241, Aging Invoices

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Good morning Ela,

Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.

Let me know if you have any other questions on the JB apps.

Have a great weekend,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <>; Kocsis, Ann <>
Cc: Jenny Cooper <>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/08/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Friday, December 26, 2025 1:28 PM
To: Matt Dorman; Kocsis, Ann; Doughney, Edward; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will pass the information along to the treasurer office regarding who will pick up the check. Please let me know if any of the names change.

You will be going to the Municipal Center at 1340 State Rt. 9, Lake George NY. Enter through the DMV entrance and the Treasurers Office will be just past DMV on your right.

Thank You
AnnMarie Kocsis

-------- Original message --------
From: Matt Dorman <mdorm@peckham.com>
Date: 12/26/25 10:29 AM (GMT-05:00)
To: "Kocsis, Ann" <kocsisa@WarrenCountyNY.gov>, "Doughney, Edward" <DoughneyE@warrencountyny.gov>, Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>, Dominique Bisignano <dbisi@peckham.com>, Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Ann,

We are aiming to visit your office on Mon 12/29 for the pickup.

For now, it is very likely one of the persons will be our VP and General Counsel, Jen Harvey. Jen might be accompanied by Jenny Cooper of the local PRC office.

I will confirm later.

Is there a good time to plan for? Same office address as what is in your email? Upon arrival ask for yourself or Treasury?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 12:08 PM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That works. I will be out of the office until 12/29 but still will be able to send and receive emails.
Once I have confirmation that the check for the $2.1M is ready, I will be looking for the same information about who will be picking the check up and when.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 12:05 PM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Thanks Ann. I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup. I recall the $2.1M wont be available until Jan 2 nd at the earliest. I will look to connect with you on 12/26. Regards, Matt Dorman Director of Credit
Warning: Unusual link
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Thanks Ann.

I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup.

I recall the $2.1M wont be available until Jan 2nd at the earliest.

I will look to connect with you on 12/26.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 11:42 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Matt,

Unfortunately FedEx is not an option. Someone can pick the check up on either Monday or Tuesday. I will just need to know who will be picking up the check and when so we make sure it goes to the correct person.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street

Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed, We very much appreciate the update. I will share with others within our organization. Let's connect when the checks are printed before mailing or earlier as appropriate. Available via my cell too - 973-885-7015. Regards, Matt Dorman Director
Warning: Unusual link
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Hi Ed,

We very much appreciate the update. I will share with others within our organization.
Let's connect when the checks are printed before mailing or earlier as appropriate.
Available via my cell too - 973-885-7015.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd

Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

I will call you shortly - our account number is not displayed in what you shared. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 https://peckham.com/ From: Kocsis,

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.
I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth

Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

The bank to remit to is Key Bank. Can you double check your end to see why you directed to Arrow bank? Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 https://pe
External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.
The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Ed or Ann, We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-
External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.
Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

It may mean it needs further approval within Accounts Payable to move toward being released. Get Outlook for Android From: Doughney, Edward <DoughneyE@warrencountyny.gov> Sent: Friday, December 19, 2025 10:31:38 AM To: Elizabeth Lennon <elenn@peckham.
Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.
It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12. Thank you so much. Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewst

External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.
Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>

Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. Can you please provide a payment status for the October applications? Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 email: elenn@peckham.com office: 914-949-2000 x 1027 &nb
External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.
Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,574.65		520,574.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM INDUSTRIES, INC.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Cust#194241, Aging Invoices

Hi Ed & AnnMarie, I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon. Best regards, Ela Lennon Sr Credit Team Speci
Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.
Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept. **Contact : Ed/AnnMarie**

Last Payment Date: 11/18/25 **Phone: 5**

24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027



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Maille, Nicholas R.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman; Elizabeth Lennon; Kocsis, Ann
Cc: Jenny Cooper
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust#:194241			
	12/1/25	310197	340.21
	12/17/25	310465	2,588.49

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 12:20 PM

To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434

doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works

Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <doughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.						Contact : Ed/AnnMarie		
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,166.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71			1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27			546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,574.65		520,574.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer: 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

From: Doughney, Edward <[redacted]>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

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Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/08/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,968.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

PECKHAM
INDUSTRIES, INC.

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Maille, Nicholas R.

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 11:39 AM
To: Matt Dorman; Doughney, Edward; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Per our conversation, please contact our Deputy treasurer, Monica, at (518) 761-6380.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <Doughneye@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <Doughneye@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <Doughneye@warrencountyny.gov>; Elizabeth Lennon <elen@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <Doughneye@warrencountyny.gov>; Elizabeth Lennon <elen@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
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PECKHAM INDUSTRIES, INC.
https://peckham.com/

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To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann

<[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <[redacted]>
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Get Outlook for Android

From: Doughney, Edward <[redacted]>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
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Ela,
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The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

External sender <[redacted]>
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Thank you so much.

Ela Lennon
Sr Credit Team Specialist

Peckham Industries
172 Prospect Hill Rd
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email: elenn@peckham.com
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2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

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To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
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1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
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Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
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To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer

Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <AnnKocsis@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.							Contact : Ed/AnnMarie
			Last Payment Date: 11/18/25				Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20			
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71	
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27	
25-2577-01	11/04/25	1	JB App #1	520,574.65	520,574.65		
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74		
1232990	11/06/25	91	Material Sales	340.23	340.23		
1234216	11/12/25	91	Material Sales	128.32	128.32		
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59		
1234655	11/13/25	91	Material Sales	135.44	135.44		
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03		
25-2576-01	11/13/25	1	JB App #1	220,308.06	220,308.06		
1235528	11/17/25	35	Material Sales	991.70	991.70		
Total For Customer 194241				3,382,988.54	1,753,256.76	1,633,899.98	0.00

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027



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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 3:00 PM
To: Matt Dorman
Cc: Stark, Monica
Subject: RE: Info Requested

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt – Monica and I are on a call w our Public Accountants – as soon as we are off we will call you and Jenn –

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 30, 2025 12:18 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Re: Info Requested

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Ok, we will look forward to the afternoon update. Thanks

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 10:24 AM
To: Matt Dorman <mdorm@peckham.com>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: FW: Info Requested

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Matt – this is tremendously helpful! Thank you so much for the effort. Monica and I will reach out to you and Jenn this afternoon with where we stand and appropriate next steps after I meet w Leadership.

We value your partnership as well, and appreciate you understanding and patience. I understand your year end accounting needs and hope to get you checks/answers asap.

Thank you again!

Christine

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 30, 2025 10:17 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Info Requested

Warning: Unusual sender <mdorm@peckham.com>
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Hi Christine,

Attached is a copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via email.

The mailing address and email addresses we show are below:



Name:	[redacted]		
Sort Name:	WARREN COUNTY H	☐ Temporary Customer	*Credit Notes*
Mailing Address			
Address:	[redacted]		
City:	[redacted]	State:	[redacted]
Zip Code:	[redacted]	Country:	US
Add'l Address:			
Billing Address			
Address:	4028 Main Street		
City:	Warrensburg	State:	NY
Zip Code:	12885	Country:	US
Add'l Address:			
Phone:	518-623-9522	*Old MAS 500 Customer ID:*	
Fax:			
Contact:	Ed/AnnMarie	Contact Ext:	
Email:	[redacted]		

We certainly value our partnership with Warren County.

Considering the amounts in question and the end of year occurring tomorrow, we very much will appreciate a prompt resolution to the outstanding amounts due. Hoping we can get clarity today on when we can expect the check we attempted to pick up today as well as the $2.1M payment we have been expecting. Upon hearing back from you, I will be sharing an update with others here.

Regards,

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cell: 973-885-7015
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Maille, Nicholas R.

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Matt – Monica and I are on a call w our Public Accountants – as soon as we are off we will call you and Jenn –

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Sent: Tuesday, December 30, 2025 12:18 PM
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Cc: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Re: Info Requested

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Ok, we will look forward to the afternoon update. Thanks

Regards,

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From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, December 30, 2025 10:24 AM
To: Matt Dorman <mdorm@peckham.com>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: FW: Info Requested

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Matt – this is tremendously helpful! Thank you so much for the effort. Monica and I will reach out to you and Jenn this afternoon with where we stand and appropriate next steps after I meet w Leadership.

We value your partnership as well, and appreciate you understanding and patience. I understand your year end accounting needs and hope to get you checks/answers asap.

Thank you again!

Christine

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 30, 2025 10:17 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Info Requested

Warning: Unusual sender <mdorm@peckham.com>
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Hi Christine,

Attached is a copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via email.

The mailing address and email addresses we show are below:



We certainly value our partnership with Warren County.

Considering the amounts in question and the end of year occurring tomorrow, we very much will appreciate a prompt resolution to the outstanding amounts due. Hoping we can get clarity today on when we can expect the check we attempted to pick up today as well as the $2.1M payment we have been expecting. Upon hearing back from you, I will be sharing an update with others here.

Regards,

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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, January 2, 2026 5:01 PM
To: Matt Dorman
Cc: Stark, Monica
Subject: RE: Info Requested

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt – so happy we were able to get you the $1.2M check. Unfortunately b/c the batch that the $2.1M check has been on hold and the folks needed to push that through are not here today (understandably). John Taflan got back to me and does not want the $2.1M issued until Wednesday, after the Board Meeting, and as previously agreed upon.

Thank you so much for your patience and fingers crossed that we continue to recover more of the $2.1M!

Regarding my additional request of Peckham Fraud Alert Letters/emails going to other Warren County Municipalities, please find below a list of the municipalities, at least one email address it should have gone to and their addresses:

Warren County Municipalities:

1. Warrensburg:
    a. Town Supervisor Kevin Geraghty: kevin.geraghty@townofwarrensburg.net
    b. Town Hall: 3797 Main Street, Warrensburg NY 12885
2. Bolton:
    a. Town Supervisor Ron Conover: Conover.r@town.bolton.ny.us
    b. Town Hall: 4949 Lake Shore Drive, Bolton Landing NY 12814
3. Chester:
    a. Town Supervisor John Maday Sr.: supervisor@townofchesterny.org
    b. Town Hall: 6143 State Road 9, Chestertown NY 12817
4. City of Glens Falls?
    a. Ward 1 - John A. Diamond: no email/no address
    b. Ward 2 – Haley Gilligan: gilliganh@warrencountyny.gov
    c. Ward 3 – Nancy Turner: turnern@warrencountyny.gov
    d. Ward 4 – Dan Bruno: brunod@warrencountyny.gov
    e. Ward 5 – Ben Driscoll: driscollb@warrencountyny.gov
5. Hague:
    a. Town Supervisor Josh Patchett: supervisor@hagueny.gov
    b. Town Hall: 9793 Graphite Mt. Rd. PO Box 509, Hague NY 12836
6. Horicon:
    a. Town Supervisor Mike Geraci
    b. Town Hall: 6604 Rt 8, PO Box 90 Brant Lake, NY 12815
7. Johnsburg:
    a. Town Supervisor Kevin Bean: supervisor@johnsburgny.gov
    b. Town Hall: 219 Main St, North Creek, NY 12853
8. Lake George:
    a. Town Supervisor Vincent Crocitto: supervisor@lakegeorgetown.org
    b. Town Center: PO Box 392 Lake George, NY 12845
9. Lake Luzerne:
    a. Town Supervisor Eugene J Merlino: supervisor@lakeluzerneny.gov
    b. Town Hall: 231 Lake Avenue, Lake Luzerne NY 12846

10. Queensbury:
    a. Town Supervisor John Strough: qbysupervisor@queensbury.net
    b. Town Hall: 742 Bay Road, Queensbury NY 12804
        i. Supervisor at Large Nathan Etu: etun@warrencountyny.gov
        ii. Supervisor at Large Brad Magowan: magowanb@warrencountyny.gov
        iii. Supervisor at Large Michael Wild: wildm@warrencountyny.gov
        iv. Supervisor at Large Dave Strainer: strainerd@warrencountyny.gov
11. Stony Creek:
    a. Town Supervisor Frank Thomas: tscsupvr@frontier.com
    b. Town Hall: 52 Hadley Road, PO Box 96 Stony Creek NY 12878
12. Thurman:
    a. Town Supervisor Deb Runyon: supervisor@thurmanny.gov
    b. Town Hall: 311 Athol Rd PO Box 29 Athol NY 12810

Thank you,

Christine Norton

Christine V. Norton
Christine V. Norton
County Treasurer
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6379
Email: nortonc@WarrenCountyNY.gov

From: Norton, Christine
Sent: Tuesday, December 30, 2025 10:25 AM
To: 'mdorm@peckham.com' <mdorm@peckham.com>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: FW: Info Requested

Matt – this is tremendously helpful! Thank you so much for the effort. Monica and I will reach out to you and Jenn this afternoon with where we stand and appropriate next steps after I meet w Leadership.

We value your partnership as well, and appreciate you understanding and patience. I understand your year end accounting needs and hope to get you checks/answers asap.

Thank you again!

Christine

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 30, 2025 10:17 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Info Requested

Warning: Unusual sender <mdorm@peckham.com>
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Hi Christine,

Attached is a copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via email.

The mailing address and email addresses we show are below:



We certainly value our partnership with Warren County.

Considering the amounts in question and the end of year occurring tomorrow, we very much will appreciate a prompt resolution to the outstanding amounts due. Hoping we can get clarity today on when we can expect the check we attempted to pick up today as well as the $2.1M payment we have been expecting. Upon hearing back from you, I will be sharing an update with others here.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

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Maille, Nicholas R.

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Thursday, January 1, 2026 9:22 AM
To: Matt Dorman
Cc: Norton, Christine
Subject: Re: Peckham Road Corp Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt

That is accurate.

Thanks

Get Outlook for iOS

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 31, 2025 2:33:01 PM
To: taflanj@warrencountyny.gov <taflanj@warrencountyny.gov>
Cc: Norton, Christine <nortonc@warrencountyny.gov>
Subject: Re: Peckham Road Corp Invoices

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Mr. Taflan,

Thank you for the voicemail.

To recap you advised you will be recommending to your Board on 1/6/26 that it be approved to release payment of $3.3M by 1/7/26. We will trust that this gets approved and follows that timeline. We would appreciate your confirmation that we have recapped accurately.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 31, 2025 12:57 PM
To: taflanj@warrencountyny.gov <taflanj@warrencountyny.gov>
Cc: Norton, Christine <nortonc@warrencountyny.gov>
Subject: Peckham Road Corp Invoices

Mr. Taflan,

We take a lot of pride in the service and materials we offer. See below and note the date of the invoices.

[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	11/04/25	1	JB App #1	[redacted]
[redacted]	11/04/25	1	JB App #2	[redacted]
[redacted]	11/12/25	1	JB App #1	[redacted]
[redacted]	11/13/25	1	JB App #1	[redacted]

Since the middle of December, we have been receiving promises of payment from Warren County. Recently it was shared with us that, although payment was approved, the check was held up because Warren County may have been the victim of financial fraud with regard to payment on invoices 25-2516-06,252517-6, 25-2577-01 & 25-2579-02, for which we have requested further information. Apart from that, we have not been provided with any reasoning as to the delay in payment for invoices 25-2520-01& 25-2576-1. While we certainly have empathy, we have financial obligations and therefore require payment for our services.

We have been business partners with Warren County for more than 25 years. We value the partnership. Yet, due to recent lack of communication we have growing concerns about when we can expect payment.

Respectfully, please respond today to advise as to when we can expect payment. We prefer a prompt private resolution to these overdue invoices.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd

Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

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Maille, Nicholas R.

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Tuesday, January 6, 2026 2:02 PM
To: Matt Dorman
Subject: RE: Peckham Road Corp Invoices

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Matt,

I have asked the Treasurer's Office to expedite payment.

John

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, January 6, 2026 12:40 PM
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Re: Peckham Road Corp Invoices

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi,

I understand the BOS has approved the payment of $2.1M.
We would like to arrange prompt pickup of the payment.
Please review and advise.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

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From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Thursday, January 1, 2026 9:22 AM
To: Matt Dorman <mdorm@peckham.com>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Re: Peckham Road Corp Invoices

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Thanks

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We take a lot of pride in the service and materials we offer. See below and note the date of the invoices.

[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	11/04/25	1	JB App #1	[redacted]
[redacted]	11/04/25	1	JB App #2	[redacted]
25-2520-01	11/12/25	1	JB App #1	1,005,646.59
25-2576-01	11/13/25	1	JB App #1	220,308.08

Since the middle of December, we have been receiving promises of payment from Warren County. Recently it was shared with us that, although payment was approved, the check was held up because Warren County may have been the victim of financial fraud with regard to payment on invoices 25-2516-06,252517-6, 25-2577-01 & 25-2579-02, for which we have requested further information. Apart from that, we have not been provided with any reasoning as to the delay in payment for invoices 25-2520-01& 25-2576-1. While we certainly have empathy, we have financial obligations and therefore require payment for our services.

We have been business partners with Warren County for more than 25 years. We value the partnership. Yet, due to recent lack of communication we have growing concerns about when we can expect payment.

Respectfully, please respond today to advise as to when we can expect payment. We prefer a prompt private resolution to these overdue invoices.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

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Maille, Nicholas R.

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Wednesday, January 7, 2026 12:53 PM
To: Matt Dorman
Subject: RE: Peckham Road Corp Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt – Nikki picked up the check and you should be all set.

Please call if you have any further questions.

Once again, thanks for your patience.

Best regards,

Christine

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, January 6, 2026 2:21 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Fw: Peckham Road Corp Invoices

External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.

Hi Christine,

Please keep us posted.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Tuesday, January 6, 2026 2:02 PM
To: Matt Dorman <mdorm@peckham.com>
Subject: RE: Peckham Road Corp Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

I have asked the Treasurer's Office to expedite payment.

John

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, January 6, 2026 12:40 PM
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Re: Peckham Road Corp Invoices

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi,

I understand the BOS has approved the payment of $2.1M.
We would like to arrange prompt pickup of the payment.
Please review and advise.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Thursday, January 1, 2026 9:22 AM
To: Matt Dorman <mdorm@peckham.com>

Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Re: Peckham Road Corp Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt

That is accurate.

Thanks

Get Outlook for iOS

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 31, 2025 2:33:01 PM
To: taflanj@warrencountyny.gov <taflanj@warrencountyny.gov>
Cc: Norton, Christine <nortonc@warrencountyny.gov>
Subject: Re: Peckham Road Corp Invoices

Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Mr. Taflan,

Thank you for the voicemail.

To recap you advised you will be recommending to your Board on 1/6/26 that it be approved to release payment of $3.3M by 1/7/26. We will trust that this gets approved and follows that timeline. We would appreciate your confirmation that we have recapped accurately.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
https://peckham.com/

Important: Due to increased fraud attempts, please verify any requests to change payment, contact, or account information using our official contact details only. Our banking and contact information have **NOT** changed.

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 31, 2025 12:57 PM

To: taflanl@warrencountyny.gov <taflanl@warrencountyny.gov>
Cc: Norton, Christine <nortonc@warrencountyny.gov>
Subject: Peckham Road Corp Invoices

Mr. Taflan,

We take a lot of pride in the service and materials we offer. See below and note the date of the invoices.

[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	10/21/25	1	JB App #6	[redacted]
[redacted]	11/04/25	1	JB App #1	[redacted]
[redacted]	11/04/25	1	JB App #2	[redacted]
25-2520-01	11/12/25	1	JB App #1	1,005,846.59
25-2576-01	11/13/25	1	JB App #1	220,308.06

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:20 PM
To: Morse, Tyler J
Subject: FW: Will your ACH process meet 2026 compliance standards?

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

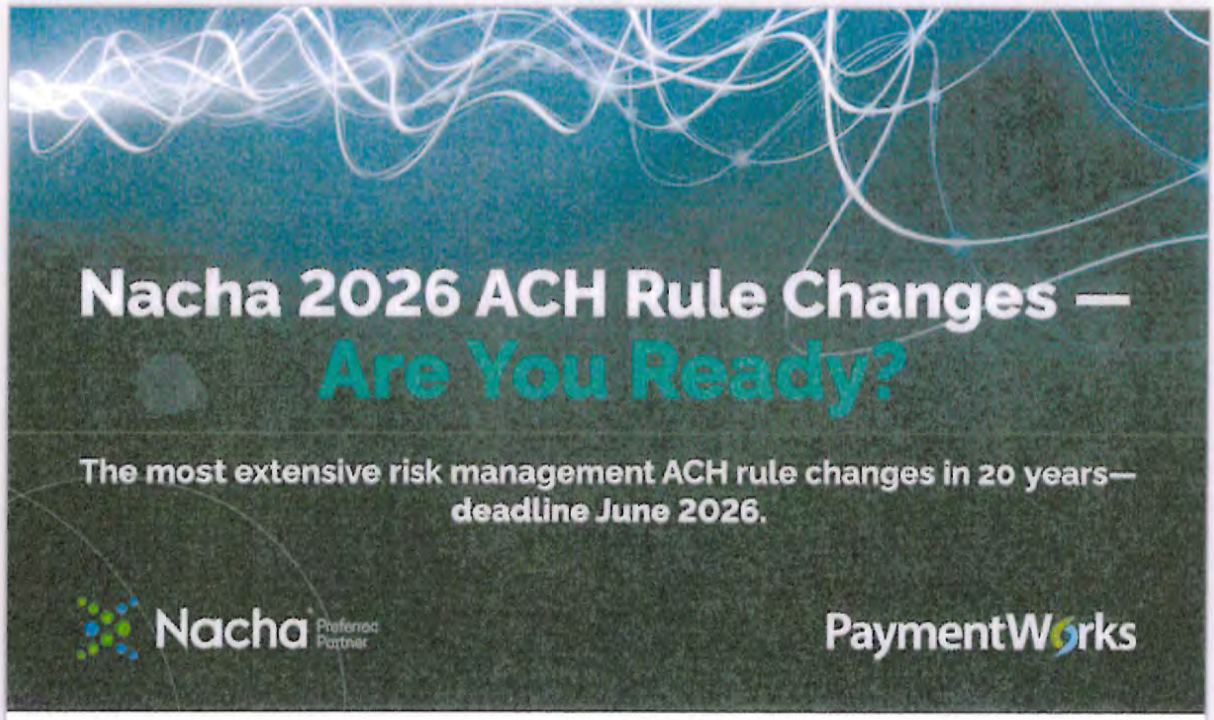
From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, November 20, 2025 5:26 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: FW: Will your ACH process meet 2026 compliance standards?

OK – I know there are a lot of these coming – and while I do not think we necessarily have to register for the webinar (unless is the best way) do we even know about these changes? How impactful for us? How many ACH payments vs. checks do we do? Your call -

From: Controllers Council <neil@controllerscouncil.com>
Sent: Thursday, November 20, 2025 11:06 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Will your ACH process meet 2026 compliance standards?

External sender <neil@controllerscouncil.com>
Make sure you trust this sender before taking any actions.





Hi Christine,

Nearly **50% of finance leaders*** have no idea the Nacha 2026 rule changes are coming—or what they mean for their process. These are the most extensive ACH compliance changes in 20 years, impacting every ACH credit you send.

Here's how to get ahead:

December 2 Virtual Event – Nacha 2026 Rule Change: What you Need to Know and Do Now

In 60 minutes, experts from Nacha and PaymentWorks will give you a clear, actionable path to compliance—what "risk-based monitoring" really means, how to meet verification requirements, and proven approaches from real-world implementations.

Free to attend, CPE 1 credit, AAP & APRP 1.2 credits

Reserve your spot → [Register now]

Free Whitepaper – "Nacha 2026 Rule Changes for ACH Credits: What Originators Need to Know"

A detailed, plain-English breakdown of the new requirements, fraud trends driving the changes, and a compliance roadmap you can use today.

Read the whitepaper → [Download now]

Controllers Council

https://controllerscouncil.org/

*7/16/25 live poll conducted by Nacha Consulting and PaymentWorks, 661 respondents

Controllers Council | 444 N. Michigan Avenue Suite 1200 | Chicago, IL 60611 US

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:19 PM
To: Morse, Tyler J
Subject: FW: Check Printing & ACH Opportunity

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, September 5, 2025 4:57 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>; Vanalen, Aleisha <vanalena@warrencountyny.gov>
Subject: FW: Check Printing & ACH Opportunity

FYI...I like what Terri is doing below...please think through...ACH has got to be more effective/efficient than check writing...we just need to figure it out!

From: County Treasurers <NYSCOUNTYTREASURER@LIST-NYSAC.US> **On Behalf Of** Ross, Terri L.
Sent: Friday, September 5, 2025 4:26 PM
To: NYSCOUNTYTREASURER@LIST-NYSAC.US
Subject: Re: Check Printing

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Knock on wood.. we do not have any fraud but we have a heavy ACH load .. and have decreased our check writing to less than 30% maybe ..
We send an ACH form with every check maybe 3 times a year and we do pick up several each audit.
Sorry I'm not much help..
Terri

From: County Treasurers <NYSCOUNTYTREASURER@LIST-NYSAC.US> **On Behalf Of** Lara, Kathleen M.
Sent: Friday, September 5, 2025 4:00 PM
To: NYSCOUNTYTREASURER@LIST-NYSAC.US
Subject: Check Printing

We have had a TON of check fraud lately, which is something we know everyone is dealing with. We know that ACH is the way to go, but we are far from doing that here. Nancy and I have a couple of general questions:

Currently, we print our checks and then put them in window envelopes. Has anyone found a different solution to mailing checks (besides ACH)?

Our checks have "pay to the order of" right above the payee's name and address which shows through the window. Has anyone been able to get New World to modify the template to remove that "pay to the order" and put it elsewhere?

Was there any other steps you took to minimize it looking like a check?

If anyone has any other suggestions we are all ears!

Kathleen Lara
Deputy County Treasurer
County of Sullivan
100 North Street
Monticello, NY 12701
office: 845-807-0210 | fax: 845-807-0220

PLEASE NOTE MY EMAIL ADDRESS NOW ENDS IN .GOV

Kathleen.Lara@sullivanny.gov | *www.sullivanny.gov*



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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:18 PM
To: Morse, Tyler J
Subject: FW: ACH with New World software

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, July 25, 2025 6:55 PM
To: Urrico, Morgan <urricom@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Cc: Vanalen, Aleisha <vanalena@warrencountyny.gov>; Rose, Ellen <rosee@warrencountyny.gov>
Subject: RE: ACH with New World software

I would love to get as many folks on ACH as possible...correct me if I am wrong...this is a more effective/efficient mode of payment for us, no?

From: Urrico, Morgan <urricom@warrencountyny.gov>
Sent: Friday, July 18, 2025 1:12 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Cc: Vanalen, Aleisha <vanalena@warrencountyny.gov>; Rose, Ellen <rosee@warrencountyny.gov>
Subject: RE: ACH with New World software

Hello Christine,

We have positive pay in place to monitor our check fraud as well as our ACH Fraud.
ACH positive pay may need to be implemented on any and all accounts that ACH payments are being authorized from.

This has been listed on the back office status report and I have added questions and concerns for discussion after speaking with Ellen regarding this!

Thank you!

Thank you,
Morgan Urrico
Junior Accountant
Warren County Treasurer Department
518-761-6382

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, July 18, 2025 12:34 PM

To: Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Cc: Vanalen, Aleisha <vanalena@warrencountyny.gov>; Rose, Ellen <roseel@warrencountyny.gov>
Subject: FW: ACH with New World software

Dan/Morgan – pls see Nancy's TLS question below about the pros/cons of ACH b/c she has so much check fraud. I know we have just started using ACH for specific vendors, etc – is there any way we can promote/require wherever possible ACH to minimize our risk of check fraud go forward...thus reducing our Arrow positive pay service fees?

Please give it some thought and lets discuss next week...Morgan, please add to your list of special requests on your Back Office Status Report.

Have a great wkend guys!!

CVN

From: County Treasurers <NYSCOUNTYTREASURER@LIST-NYSAC.US> **On Behalf Of** Buck, Nancy A.
Sent: Friday, July 18, 2025 10:36 AM
To: NYSCOUNTYTREASURER@LIST-NYSAC.US
Subject: Re: ACH with New World software

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Thank you.

NANCY BUCK
SULLIVAN COUNTY TREASURER

County of Sullivan
100 NORTH ST.
PO BOX 5012
MONTICELLO, NY 12701
845-807-0210

NEW EMAIL
nancy.buck@sullivanny.gov

From: County Treasurers <NYSCOUNTYTREASURER@LIST-NYSAC.US> **On Behalf Of** comptroller
Sent: Friday, July 18, 2025 10:22 AM
To: NYSCOUNTYTREASURER@LIST-NYSAC.US
Subject: Re: ACH with New World software

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Nancy,

Dutchess County implemented ACH a few years ago and from week to week we're generally at 80-83% EFT (some Vendors didn't want to sign-up, or just haven't yet). In my opinion, any issues with implementing ACH/EFT are less about doing so through New World (it's easy enough to implement within the software) and more about making sure your sign-up/change process minimizes your fraud risk as much as possible. The

attached is our sign-up form. A big change we made a year or so ago was to require that Vendors looking to revise their information need to provide us with the old information as **well** as the new. We also use JP Morgan's Validation service in order to verify that the accounts are correct and/or associated with the correct Vendor. Vendor management in Dutchess is handled solely by the Comptroller's Office, but we ask that Departments make an effort to establish a trusted contact with their Vendors, so that when things like this come up, we can add it to our mental checklist of fraud mitigation (from time to time, if a large first-time payment goes out to a new Vendor or a new account #, JP Morgan will freeze the payment and ask our office to verify our change process before they release it).

Using New World is fairly straight forward, but you'll want to be clear about what payment notification to Vendors looks like and what they (the Vendor) need to see in order to apply payments appropriately. Some Vendors will ask if we can use multiple e-mails for notification, we can't and we shouldn't (yet another risk mitigation measure), but I usually advise that they create a rule in Outlook to forward notification e-mails to other users in their organization if that's needed.

I hope that helps, but please let me know if you have any other questions. I'm also attaching our FAQ form about ACH that can be sent to Vendors.

Thanks,

Office of the Dutchess County Comptroller
22 Market Street
Poughkeepsie, NY 12601
E-mail: comptroller@dutchessny.gov
Phone: (845) 486-2050

From: County Treasurers <NYSCOUNTYTREASURER@LIST-NYSAC.US> on behalf of Buck, Nancy A. <Nancy.Buck@SULLIVANNY.GOV>
Sent: Friday, July 18, 2025 10:00 AM
To: NYSCOUNTYTREASURER@LIST-NYSAC.US <NYSCOUNTYTREASURER@LIST-NYSAC.US>
Subject: ACH with New World software

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Happy Friday all,

If you have New World and are doing ACH'S can you please tell me any pro's/con's with it. We have so much check fraud we need to move forward.
Thanks in advance!!! Hope to see you at the Summer Conf.

NANCY BUCK
SULLIVAN COUNTY TREASURER

County of Sullivan
100 NORTH ST.
PO BOX 5012
MONTICELLO, NY 12701
845-807-0210

NEW EMAIL
nancy.buck@sullivanny.gov

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:17 PM
To: Morse, Tyler J
Subject: FW: ACH with New World software

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, July 18, 2025 12:34 PM
To: Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Cc: Vanalen, Aleisha <vanalena@warrencountyny.gov>; Rose, Ellen <rosee@warrencountyny.gov>
Subject: FW: ACH with New World software

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Please give it some thought and lets discuss next week...Morgan, please add to your list of special requests on your Back Office Status Report.

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CVN

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Sent: Friday, July 18, 2025 10:36 AM
To: NYSCOUNTYTREASURER@LIST.NYSAC.US
Subject: Re: ACH with New World software

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Thank you.

NANCY BUCK
SULLIVAN COUNTY TREASURER

County of Sullivan
100 NORTH ST
PO BOX 5012

MONTICELLO, NY 12701
845-807-0210

NEW EMAIL
nancy.buck@sullivanny.gov

From: County Treasurers <NYSCOUNTYTREASURER@LIST.NYSAC.US> **On Behalf Of** comptroller
Sent: Friday, July 18, 2025 10:22 AM
To: NYSCOUNTYTREASURER@LIST.NYSAC.US
Subject: Re: ACH with New World software

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Nancy,

Dutchess County implemented ACH a few years ago and from week to week we're generally at 80-83% EFT (some Vendors didn't want to sign-up, or just haven't yet). In my opinion, any issues with implementing ACH/EFT are less about doing so through New World (it's easy enough to implement within the software) and more about making sure your sign-up/change process minimizes your fraud risk as much as possible. The attached is our sign-up form. A big change we made a year or so ago was to require that Vendors looking to revise their information need to provide us with the old information **as well as** the new. We also use JP Morgan's Validation service in order to verify that the accounts are correct and/or associated with the correct Vendor. Vendor management in Dutchess is handled solely by the Comptroller's Office, but we ask that Departments make an effort to establish a trusted contact with their Vendors, so that when things like this come up, we can add it to our mental checklist of fraud mitigation (from time to time, if a large first-time payment goes out to a new Vendor or a new account #, JP Morgan will freeze the payment and ask our office to verify our change process before they release it).

Using New World is fairly straight forward, but you'll want to be clear about what payment notification to Vendors looks like and what they (the Vendor) need to see in order to apply payments appropriately. Some Vendors will ask if we can use multiple e-mails for notification, we can't and we shouldn't (yet another risk mitigation measure), but I usually advise that they create a rule in Outlook to forward notification e-mails to other users in their organization if that's needed.

I hope that helps, but please let me know if you have any other questions. I'm also attaching our FAQ form about ACH that can be sent to Vendors.

Thanks,

Office of the Dutchess County Comptroller
22 Market Street
Poughkeepsie, NY 12601
E-mail: comptroller@dutchessny.gov
Phone: (845) 486-2050

From: County Treasurers <NYSCOUNTYTREASURER@LIST.NYSAC.US> on behalf of Buck, Nancy A. <Nancy.Buck@SULLIVANNY.GOV>
Sent: Friday, July 18, 2025 10:00 AM
To: NYSCOUNTYTREASURER@LIST.NYSAC.US <NYSCOUNTYTREASURER@LIST.NYSAC.US>
Subject: ACH with New World software

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Happy Friday all,

If you have New World and are doing ACH'S can you please tell me any pro's/con's with it. We have so much check fraud we need to move forward.

Thanks in advance!!! Hope to see you at the Summer Conf.

NANCY BUCK
SULLIVAN COUNTY TREASURER

County of Sullivan
100 NORTH ST.
PO BOX 5012
MONTICELLO, NY 12701
845-807-0210

NEW EMAIL
nancy.buck@sullivanny.gov

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:17 PM
To: Morse, Tyler J
Subject: FW: Moving vendors to ACH vs checks

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, May 8, 2025 4:26 PM
To: Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Subject: Re: Moving vendors to ACH vs checks

Us paying by ACH n anyone paying us by ACH wherever possible. Basically we need to minimize check usage as much as possible

Get Outlook for iOS

From: nortonc@warrencountyny.gov <nortonc@warrencountyny.gov>
Sent: Thursday, May 8, 2025 4:18:09 PM
To: Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@WarrenCountyNY.gov>
Subject: Moving vendors to ACH vs checks

I would like to move a many vendors to ACH to reduce the risk of fraud (I'm in cyber security session)!!

Lmk how you want to rollout.

Thanks!!

Get Outlook for iOS

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:13 PM
To: Morse, Tyler J
Subject: FW: Moving vendors to ACH vs checks

Here come the emails pushing these ACH payments

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, May 8, 2025 4:18 PM
To: Donohue, Daniel <donohued@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Subject: Moving vendors to ACH vs checks

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Lmk how you want to rollout.

Thanks!!

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:12 PM
To: Morse, Tyler J
Subject: FW: ACH Payment

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Tuesday, May 27, 2025 8:07 AM
To: Rose, Ellen <rosee@warrencountyny.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>
Subject: RE: ACH Payment

Hi Ellen,

The vendor has to go into the County website and complete the in Vendor ACH Authorization Form section under Treasurer. Yes, we will follow the same schedule from the County Auditor. Thanks.

Treasurer | Warren County

warrencountyny.gov/treasurer

Warren County | My Warren (v2) | Warren County Boar... | All Jobs | Indeed.com | System for Award

Occupancy Tax Information | New



GOVERNMENT | DEPARTMENTS

TREASURER

- Services
- Certificate of Residency
- Short Term Rentals Occupancy Tax
- Occupancy Tax Information and Forms
- Educational information on short-term rentals
- Warren County Tax System
- Forms
- 2025 Petition & Notice for Foreclosure

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Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Rose, Ellen <[redacted]>
Sent: Friday, May 23, 2025 3:30 PM
To: Lynch, Rob <[redacted]>
Subject: ACH Payment

Hi Rob,

Jessica Carson would like to set up a vendor to be paid with an ACH payment. I just need to know where she can enter that information. Also, will we still be following the Auditor's timeline for these payments? I told her I would get back to her Tuesday with updated information. Thank you.

Ellen Rose
Accounting Technician
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845-9803
518-761-6386

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:12 PM
To: Morse, Tyler J
Subject: FW: A new ACH Authorization has been submitted

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Wednesday, May 21, 2025 10:39 AM
To: Donohue, Daniel <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

FYI

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Scrime, Jeremy <scrimej@warrencountyny.gov>
Sent: Wednesday, May 21, 2025 10:28 AM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: RE: A new ACH Authorization has been submitted

Hi Rob,

Department working with has been added and I reformatted the internal screen so you can capture everything in a single screenshot.

Thanks,
Jeremy

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Tuesday, May 20, 2025 2:52 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan

<urricom@warrencountyny.gov>
Subject: RE: A new ACH Authorization has been submitted

Hi Jeremy,

I forgot to ask – can you add a field for the vendor to input which county department they are working with? Thanks.

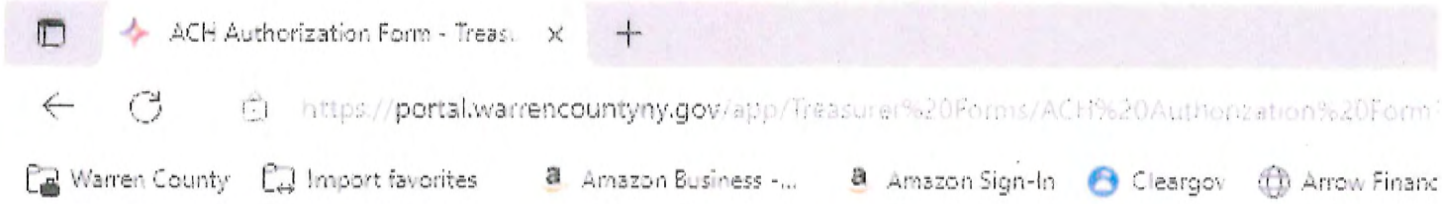
Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Lynch, Rob
Sent: Tuesday, May 20, 2025 2:44 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel (donohued@warrencountyny.gov) <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

Hi Jeremy,

Looks like we have our first request from a vendor to be paid through an ACH. One problem that we noted is that there doesn't appear to be a print button to print out the information. I tried to print screen but it cut off the bottom. Please look into. Thanks.

Everyone else – we will need to come up with some written procedures on how this needs to be handled. The vendor will need to be set up as an ACH vendor. I am thinking that we can set up the vendor like we do with the Workers Comp vendors (I will take care of this one). Purchasing can also do it if they are provided with the information. I am not sure if we need this to be set up as a separate batch or if Ellen can process the AP batch and then just pay any ACH vendors through the bank. Please think about and we should meet to further discuss. Thanks.



ACH Authorization Forms

ACH Authorization Form

Mark Completed

Company Name

Address

State

Zip

Contact Person

Contact Phone

Contact Email

Is Checking

Is Savings

Depository Name

Depository Branch

Depository City

Depository State

Depository Zip

Date Signed

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Sent: Tuesday, May 20, 2025 2:32 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

From: noreply <noreply@WarrenCountyNY.gov>
Sent: Sunday, May 18, 2025 11:36 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: A new ACH Authorization has been submitted

From: Sherm-Ooman LLC

Please log into the Application Portal to process this request.
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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:11 PM
To: Morse, Tyler J
Subject: FW: A new ACH Authorization has been submitted

Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Tuesday, May 20, 2025 2:52 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Subject: RE: A new ACH Authorization has been submitted

Hi Jeremy,

I forgot to ask – can you add a field for the vendor to input which county department they are working with? Thanks.

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Lynch, Rob
Sent: Tuesday, May 20, 2025 2:44 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel (donohued@warrencountyny.gov) <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

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State

Zip

Contact Person

Contact Phone

Contact Email

Is Checking

Is Savings

Depository Name

Depository Branch

Depository City

Depository State

Depository Zip

Date Signed

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Sent: Tuesday, May 20, 2025 2:32 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

From: noreply <noreply@WarrenCountyNY.gov>
Sent: Sunday, May 18, 2025 11:36 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: A new ACH Authorization has been submitted

From: Sherm-Ooman LLC

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Morse, Tyler J

From: Donohue, Daniel <donohued@warrencountyny.gov>
Sent: Tuesday, January 6, 2026 3:10 PM
To: Morse, Tyler J
Subject: FW: A new ACH Authorization has been submitted

Here they come these are Rob's documented emails

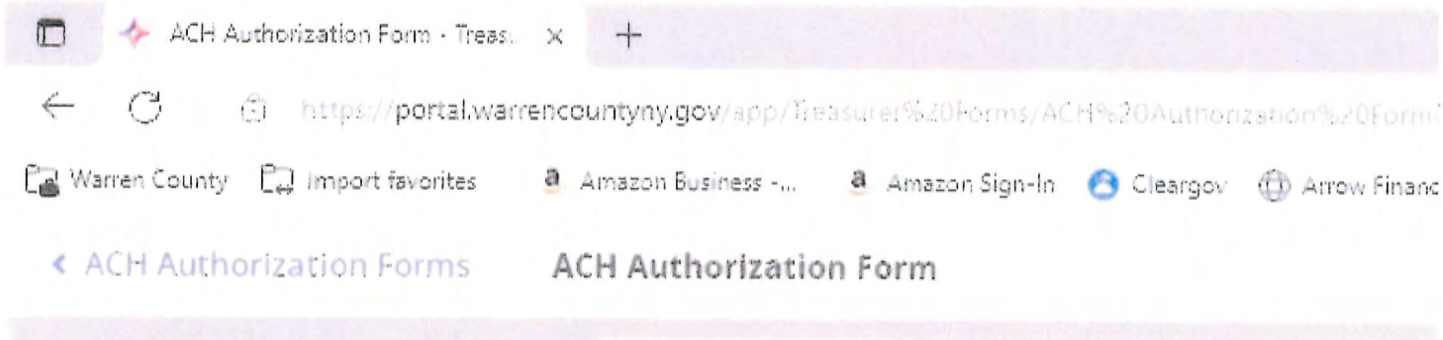
Dan Donohue
Accountant
Warren County Treasurer's Office
Phone-518-761-6385
Email-donohued@warrencountyny.gov

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Tuesday, May 20, 2025 2:45 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
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Company Name

Address

State

Zip

Contact Person

Contact Phone

Contact Email

Is Checking

Is Savings

Depository Name

Depository Branch

Depository City

Depository State

Depository Zip

Date Signed

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Sent: Tuesday, May 20, 2025 2:32 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

From: noreply <noreply@WarrenCountyNY.gov>
Sent: Sunday, May 18, 2025 11:36 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
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Maille, Nicholas R.

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Thursday, January 15, 2026 10:27 AM
To: Maille, Nicholas R.
Subject: FW: A new ACH Authorization has been submitted

Nick,

I was looking through files and didn't know if you got this email from Rob Lynch telling his team to develop ACH procedures.

John

From: Colvin, Michael <colvinm@warrencountyny.gov>
Sent: Thursday, January 15, 2026 9:53 AM
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

From: Scrime, Jeremy <scrimej@warrencountyny.gov>
Sent: Friday, January 2, 2026 9:17 PM
To: Taflan, John <taflanj@WarrenCountyNY.gov>; Elmen, Larry <elmenj@WarrenCountyNY.gov>
Cc: Colvin, Michael <colvinm@warrencountyny.gov>
Subject: Fw: A new ACH Authorization has been submitted

And this email from Rob also on May 20th 2025, asking to add County Department working with so they could follow up with that department as one step in their verification process by contacting that department and cross referencing some of the data submitted on the Ach request with known information the department would have related to the specific vendor.

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From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Tuesday, May 20, 2025 2:51 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@warrencountyny.gov>
Subject: RE: A new ACH Authorization has been submitted

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Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Lynch, Rob
Sent: Tuesday, May 20, 2025 2:44 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Cc: Donohue, Daniel (donohued@warrencountyny.gov) <donohued@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Urrico, Morgan <urricom@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

Hi Jeremy,

Looks like we have our first request from a vendor to be paid through an ACH. One problem that we noted is that there doesn't appear to be a print button to print out the information. I tried to print screen but it cut off the bottom. Please look into. Thanks.

Everyone else – we will need to come up with some written procedures on how this needs to be handled. The vendor will need to be set up as an ACH vendor. I am thinking that we can set up the vendor like we do with the Workers Comp vendors (I will take care of this one). Purchasing can also do it if they are provided with the information. I am not sure if we need this to be set up as a separate batch or if Ellen can process the AP batch and then just pay any ACH vendors through the bank. Please think about and we should meet to further discuss. Thanks.



ACH Authorization Forms

ACH Authorization Form

Mark Completed

Company Name

Address

State

Zip

Contact Person

Contact Phone

Contact Email

Is Checking

Is Savings

Depository Name

Depository Branch

Depository City

Depository State

Depository Zip

Date Signed

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Sent: Tuesday, May 20, 2025 2:32 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

From: noreply <noreply@WarrenCountyNY.gov>
Sent: Sunday, May 18, 2025 11:36 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: A new ACH Authorization has been submitted

From: Sherm-Ooman LLC

Please log into the Application Portal to process this request.
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Nicholas Maille

Investigator

Incident # 2025-25920

01/16/2026

Supplemental

On today's date I received an envelope from Inv Sgt Affinito containing a copy of Warren County Board of Supervisors Resolution No. 50 of 2026. Also attached are documents disclosed pursuant to resolution 49 of 2026 and e-mails pertaining to this resolution. These documents are attached to this supplemental.

INV NR #423

Warren County Board of Supervisors

RESOLUTION NO. 50 OF 2026

RESOLUTION INTRODUCED BY SUPERVISORS BRUNO AND GILLIGAN

AUTHORIZING LIMITED WAIVER OF ATTORNEY-CLIENT PRIVILEGE AND ATTORNEY WORK PRODUCT CONCERNING OCTOBER 23, 2025 WORKING SUB-GROUP MEETING OF THE RISK AND SAFETY COMMITTEE REGARDING THE COUNTY'S WIRE TRANSFERS AND E-BANKING POLICY AND SUBSEQUENT EMAILS

WHEREAS, the County Attorney requests the limited waiver of the attorney-client communications privilege and the attorney work-product privilege on behalf of the County of Warren for the content of communications which occurred on October 23, 2025 during a working sub-group meeting of the Risk and Safety Committee ("Working Group Meeting"), to include emails sent after the meeting, for disclosure to the Warren County Sheriff's Office ("Sheriff") as part of an ongoing criminal investigation, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the limited waiver of the attorney-client communications privilege and the attorney work-product privilege on behalf of the County of Warren regarding the content of communications which occurred during and after the Working Group Meeting, only for the limited purpose of disclosure to the Sheriff as part of an ongoing criminal investigation, and it is further

RESOLVED, that the Warren County Board of Supervisors finds that the limited waiver and disclosure approved herein, serves a legitimate governmental purpose and that cooperation with law enforcement is in the best interests of Warren County, and it is further

RESOLVED, that County officers and employees that participated in the Working Group Meeting are hereby authorized to disclose attorney-client communications which occurred during the Working Group Meeting only to the Sheriff as part of an ongoing criminal investigation, and, it is further

RESOLVED, that County officers and employees are authorized to release documents, to include emails and attachments, otherwise protected by the attorney-client communications privilege and the

attorney work product privilege that were sent after the Working Group Meeting regarding the subject matter of such meeting only to the Sheriff, as part of an ongoing criminal investigation, and it is further

RESOLVED, that the Warren County Board of Supervisors hereby reserves the right to assert the attorney-client communications privilege and attorney work product privilege in all subsequent proceedings in which the law permits privilege to be invoked on behalf of the County of Warren regarding the content of communications which occurred during and after the Working Group Meeting, to include documents and emails.

WARREN COUNTY ATTORNEY'S OFFICE

LAWRENCE ELMEN
WARREN COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS

RYAN J. DICKEY
CHRISTOPHER W. BRIGGS

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

TELEPHONE:
(518) 761-6463

LEGAL OFFICE COORDINATOR
Amy Turcotte

RISK MANAGER
Marilyn L. Rivers, CPCU ARM AIC

CONFIDENTIAL SECRETARY
Mary Slemmer

January 16, 2026

Sheriff Jim LaFarr
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

RE: Documents Disclosed Pursuant to Resolution 49 of 2026 for Criminal Investigation of December 15 2025 Fraudulent ACH Payment

Dear Sheriff LaFarr:

Please find enclosed the following documents from the County of Warren regarding the ongoing criminal investigation referenced above, provided to you as authorized by Warren County Board of Supervisors Resolution 49 of 2026, a copy being attached herein:

1. Email sent on October 23, 2025 at 12:49 pm with the subject "Draft E-banking Policy", and all emails in any email chain branch which started from this email or any email in this chain of emails; and
2. Email sent on October 23, 2025 at 3:05 pm with the subject "Resolutions for Treasurer", and all emails in any email chain branch which started from this email or any email in this chain of emails.

PLEASE TAKE NOTICE that the County of Warren discloses the documents herein subject to a limited waiver of the attorney-client communications privilege and attorney work product privilege for law enforcement use only and the County of Warren reserves the right to assert the attorney-client communications privilege and attorney work product privilege in all subsequent proceedings on behalf of the County of Warren for the enclosed documents.

Thank you for your time and attention to these matters.

Very truly yours,

Larry Elmen

Encls a/s

Elmen, Larry

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, October 28, 2025 1:51 PM
To: Allen, Amanda
Subject: RE: Resolutions for Treasurer

Thank you.

From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Tuesday, October 28, 2025 1:49 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Hi Monica!!

My assumption is that the authority may have been granted under R746 of 1998 (attached) which was actually with Glens Falls National Bank and GF Nat'l changed to Arrow Bank within the past few years. I wasn't able to find a newer reso authorizing a similar agreement with Arrow Bank, so that should probably go to Committee for the next round of meetings which will be held during the first week of December. Let me know if you're looking for something different.

Amanda

Amanda Allen, CLBC
Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, October 28, 2025 11:40 AM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Hi Amanda ,

The Treasurer/Deputy Treasurer signed two contracts with Arrow back in 2023 and 2024 for ACH and Wire Transfer Agreements. According to our Risk Manager Specialist , the BOS needs to give the Treasurer permission (thru a resolution perhaps?) to sign such agreements. I was not able to find any resolutions of such nature on WCEAS. Please advise. Thanks.

From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Friday, October 24, 2025 9:40 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>

Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

I'm hopeful that you'll find what you're searching for there, but if you don't have any luck please let me know and we'll try doing a deeper dive through our old indexes which go back further than the WCEAS system.

Amanda

Amanda Allen, CLBC
Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Friday, October 24, 2025 9:35 AM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

I do. I will give it a go and see what I can find. Thanks.

From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Friday, October 24, 2025 9:32 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Good Morning Monica!!

Do you have access to the WCEAS system which allows County staff to search for resolutions?

Amanda

Amanda Allen, CLBC
Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Thursday, October 23, 2025 3:05 PM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Resolutions for Treasurer

Hi Amanda,

We were wondering if you can provide us with any resolutions that might have passed thru which the Board of Supervisors give the Treasurer authority to enter/sign financial related transactions ? For example, our contract with Arrow bank was signed by the Treasurer but we do not believe it was also signed by the BOS because the Treasurer was given authority to sign these type of contracts ? Please advise. Thanks.

Monica I Stark, CPA
Deputy County Treasurer
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845
518-761-6380

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Elmen, Larry

From:	Stark, Monica
Sent:	Tuesday, October 28, 2025 12:18 PM
To:	Rivers, Marilyn; Burnham, Jessica; Dickey, Ryan; Smith, Jennifer; Sherman, Carla
Cc:	Elmen, Larry; Norton, Christine
Subject:	RE: Draft E-banking Policy
Attachments:	Draft e-Banking Policy 25.10.23.docx - Auditor's Edit.docx; Wire agreement.pdf; ACH agreement.pdf

Please see attached the updated draft with the Treasurer's office procedures.

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Thursday, October 23, 2025 12:49 PM
To: Burnham, Jessica <burnhamj@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: Draft E-banking Policy

Attached please find a draft E-baking policy per our discussions of this date. Also attached are the UCC 4A-201, NYS GML 5-a and NYS GML 10.

Carla: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed.

Team Christine: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed. Additionally, please provide copies of any banking agreements you may currently be operating under.

I will send a Doodle meeting Request under separate email for next week.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses computer and electronic technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country. Internal controls, such as written policies and procedures, authorizations, segregation of duties and monitoring.

The Board of Supervisors hereby authorizes the County Treasurer and/or Their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers and in conformity with the guidelines established by this policy. The County Treasurer and/or Their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors. The County Treasurer is hereby directed to receive notice and review such wire transfers for confirmation of authorization by the Board of Supervisors.

The Board of Supervisors also recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System(EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)
8. NYS Department of Motor Vehicle Licenses and Fees
9. Department of Social Services Disbursements and Funding
10. County Clerk Licenses and Fees
11. Warren County Sheriff Office's Disbursements and Funding

V. PROCEDURES

A. County Auditor Procedures
   a. The County Auditor's Office reviews all electronic payments that are governed under County Law Section 600 and processed through the New World System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor or the Principal Audit Clerk. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor or the Principle Audit Clerk. The New World Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.
   b. After the electronic payment has been made and the New World batch has been processed the County Treasurer's Office must provide the County Auditor's Office a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount of the payment, the

EFT number assigned by New World as well as the date the payment was processed. The County Auditor or Principle Audit Clerk then verify that the electronic payment matches the New World payment record and files the statement with the documents supporting the payment.

B. County Treasurer Procedures

a. Preparation of Disbursement Documentation

- The clerk prepares or receives a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
- The clerk reviews the backup materials to ensure they match the details provided on the *Disbursement Form.*

b. Verification and Authorization

- The *Disbursement Form* must be verified and signed by the *Deputy Treasurer* to authorize the payment setup.

c. Setup of Electronic Payment

- Once approved, the clerk proceeds to set up the electronic transfer (wire/ACH) in the online banking platform.
- After entering the payment details, the clerk prints the system confirmation for recordkeeping.

d. Dual Authorization and Security Verification

- Following the dual authorization policy, the *Deputy Treasurer* logs into the online banking system to review and approve the payment.
- As a security measure, both the clerk and the Deputy Treasurer will receive a phone call from the bank containing a unique security code, which must be verified before the transaction can be approved.

e. Post-Approval Verification

- After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
- The clerk performs a next-day verification to confirm that the transaction was processed correctly.

f. Financial System Entry

- Once verification is complete, the electronic transfer is recorded ("mirrored") in the organization's financial system to ensure accurate accounting and reconciliation.

The policy should define the Treasurer's office as the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating transfers, only after receiving approval from the Board of Supervisors. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee shall be responsible to ensure that employees with electronic access to bank accounts who leave County employment are properly removed from the accounts, effective with the termination of employment.

VII. MONITORING

The Board of Supervisors shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system includes, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary user for the County's E-banking Activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer is directed to cause to be received an automatic alert for all wire transfers associated with County accounts. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

Nicholas Maille

Investigator

Incident # 2025-25920

01/20/2026

Supplemental

On today's date I received the BWC footage from Detective Michael Burrell of the Baldwin County S.O (Georgia) with their interview of Patricia Laster. I also received a copy of their NIBRS Incident Report. These items have been downloaded onto a USB and placed in an Evidence Envelope and is attached to this supplemental.

On Today's date I spoke with Warren County Assistant Attorney Ryan Dickey. He advised me that on 10/23/2025 he attended a meeting at the Warren County Municipal Center in regards to wire transfers. He stated that in attendance at this meeting were: Treasure's Office – Christine Norton, Monica Stark, Dan Donohue along with Warren County Auditor Carla Sherman, Warren County Self Insurance representative Jessica Burnham along with himself and Marilyn Rivers from the County Attorney's Office. At this time Ryan Dickey has agreed to provide written statement in regards to this meeting which he advised can be completed tomorrow. Ryan Dickey was also able to provide me copies of the McKinney's General Municipal law section 5-a for Electronic or wire transfers along with the attached McKinney's Uniform Commercial Code section 4-A-201 for security procedures for Electronic of wire transfers. Both of these will be attached to this supplemental.

On today's date I took a written statement from Warren County Auditor Carla Sherman in regards to the meeting that occurred on 10/23/2025. This statement has been attached to this supplemental.

INV NM — 1923

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

CASE NUMBER: 202527799

CAD NUMBER:

AGENCY ORI: GA0050000

Report ID: 20260120101145000058333

Event

INCIDENT LOCATION	STATE	ZIP	ZONE		Loc. Code	
283 Coopers Road, Milledgeville	GA	31061	2	2		

INCIDENT DATE	TIME	TO DATE	TIME	DAY OF THE WEEK (INCIDENT):	Description
08/01/2025	17:00	12/29/2025	17:00		

WEATHER CONDITIONS:

DISCOVERED BY: COMPLAINANT

CARGO THEFT INVOLVED? ☐ Yes ☒ No

State/GCIC

OCA: ACTION: PERSON ☐ WARRANT ☐ VEHICLE ☐ ARTICLE ☐ BOAT ☐ GUN ☐ SECURITIES ☐

Administration

EVIDENCE COLLECTED?	Y	PHOTOS TAKEN?	N	FOLLOW UP - PATROL?	N	CLEARANCE DATE	
PRINTS TAKEN?	N	COMPLAINT UNFOUNDED?	N	FOLLOW UP - DETECTIVES?	Y	CASE STATUS	ACTIVE
BIO./DNA EVIDENCE?	N	WILLING TO PROSECUTE?	U	RESPONSE CODE		TOTAL OFFENDERS	
BODY CAMERA USE?	N	IN CAR CAMERA USE?		TASER USE?			

REPORT DATE/TIME	12/29/2025 15:00	COMPSTAT ☐	REVIEWED BY	9	JOSEPH KING
REPORTING OFFICER	96	MICHAEL BURRELL	REVIEWED DATE	01/05/2026	
VEHICLE NUMBER			DIVISION ASSIGNED		
APPROVING OFFICER	9	JOSEPH KING	ASSIGNED DATE		
APPROVED DATE	01/02/2026		INVESTIGATOR ASSIGNED	96	MICHAEL BURRELL
			ASSIGNED DATE	12/29/2025	

Offense # 1

OFFENSE STATUTE:	OFFENSE DESCRIPTION:	COUNTS:	OFFENSE STATUS:
8	SCAM		Completed

NIBRS OFFENSE CODE:	OFFENSE DESCRIPTION:
26A	Fraud: False Pretenses/Swindle/Con

OFFENSE LOCATION:	HATE CRIME:	Bias Motivations: (1) 88-None (No Bias)
58-Cyberspace	☐ Yes ☐ No	(2)
Drug Related? ☐ Yes ☐ No	Drug Type: -	(3)
		(4)
		(5)

Offender Suspected of Using: (Choose up to 3)
☐ Alcohol ☐ Drugs/Narcotics ☐ Computer Equipment ☒ Not Applicable

IF BURGLARY, METHOD OF ENTRY:
(For Burglary Only) NUMBER OF PREMISES:

Gang Related? ☐ Yes ☐ No Gang Name:

WEAPON TYPE/FORCE USED: (Can list up to 3)	AUTOMATIC WEAPON: (Can only be YES if firearm)	TYPE OF CRIMINAL ACTIVITY: (Can list up to 3)
(1)	☐ Yes ☐ No	(1)
(2)	☐ Yes ☐ No	(2)
(3)	☐ Yes ☐ No	(3)

Property/Vehicle

CATEGORY	QTY	BRAND	MODEL
MONEY			

ITEM SIZE: COLOR: DESCRIPTION:

SERIAL NO.: RECEIPT NO.: ITEM NO.: ☒ VALUE UNKNOWN

OFFENSE: FRAUD: FALSE PRETENSES/SWINDLE/CON DISPOSITION: DATE STOLEN: VALUE:

☒ STOLEN ☐ RECOVERED ☐ LOST ☐ FOUND ☐ NONE ☐ BURNED ☐ SEIZED

RECOVERED QTY: DATE RECOVERED: RECOVERED VALUE:

☐ UNKNOWN ☐ COUNTERFEITED/FORGED ☐ DESTROYED/DAMAGED/VANDALIZED ☐ EVIDENCE

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

AGENCY ORI: GA0050000

Report ID: 20260120101145000058333

CASE NUMBER: 202527799

CAD NUMBER:

Person #1

[X] COMPLAINANT [ ] VICTIM [ ] WITNESS [ ] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	CENTURY BANK & TRUST,	HEIGHT		RACE	
ADDRESS		WEIGHT		ETHNICITY	
CITY, ST, ZIP		HAIR		SEX	SSN
HOME PHONE	CELL PHONE	EYES		DOB	AGE
EMAIL		RESIDENT STATUS			
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

Person #2

[ ] COMPLAINANT [X] VICTIM [ ] WITNESS [ ] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	LASTER, PATRICIA	HEIGHT		RACE	UNKNOWN
ADDRESS		WEIGHT		ETHNICITY	UNKNOWN
CITY, ST, ZIP		HAIR		SEX	FEMALE
HOME PHONE	CELL PHONE	EYES		DOB	AGE UNKNOWN
EMAIL		RESIDENT STATUS	RESIDENT		
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

TYPE OF VICTIM: INDIVIDUAL

VICTIM SEQUENCE #: 1

OFFENSE(S) AGAINST VICTIM - NIBRS CODE(S)

OFFENSE NUMBER 1

26A - FRAUD: FALSE PRETENSES/SWINDLE/CON

VICTIM CIRCUMSTANCES

AGGRAVATED ASSAULT/ HOMICIDE CIRCUMSTANCES (Up to 2 may be reported)	NEGLIGENT MANSLAUGHTER (Only 1 may be reported)	JUSTIFIABLE HOMICIDE	ADDITIONAL JUSTIFIABLE HOMICIDE CIRCUMSTANCES (1 is submitted if an item in 54C is selected)

INJURY TYPE(S) (List up to 5)

VICTIM TO OFFENDER RELATIONSHIP - The number(s) in the box(es) below refer to the offender sequence number(s)

OFFENDER 1

RU - RELATIONSHIP UNKNOWN

Person #3

[ ] COMPLAINANT [ ] VICTIM [ ] WITNESS [X] OFFENDER [ ] PREDOMINANT AGGRESSOR [ ] DEAD/UNIDENTIFIED [ ] UNKNOWN [ ] RETURNED [ ] OTHER

NAME	UNKNOWN,	HEIGHT		RACE	UNKNOWN
ADDRESS		WEIGHT		ETHNICITY	UNKNOWN
CITY, ST, ZIP		HAIR		SEX	UNKNOWN
HOME PHONE	CELL PHONE	EYES		DOB	AGE UNKNOWN
EMAIL		RESIDENT STATUS	UNKNOWN		
DRIVER'S LICENSE NUMBER		DRIVER'S LICENSE ISSUING STATE			

[ ] RAPE VICTIM [ ] JUVENILE [ ] PUBLIC EMPLOYEE [ ] WANTED [ ] SUSPECT [ ] WARRANT [ ] ARRESTED [ ] MISSING [ ] SUICIDE [ ] VEHICLE PURSUIT

BALDWIN COUNTY S.O. - NIBRS INCIDENT REPORT

INTERNAL COPY

INITIAL REPORT

AGENCY ORI
GA0050000

Report ID: 202601201011450000058333

CASE NUMBER
202527799

CAD NUMBER

Narrative

Type of Narrative	Reporting Officer	Statement Date	Statement Time
Narrative	96 Michael Burrell		

12/29/2025 (Monday)

I was contacted by Cindy Hill at Century Bank and Trust in reference to a scam with an elderly female, Patricia Laster.
I made contact with Hill, who advised she believed Laster was getting scammed and was washing money through her Century Bank and Trust account.
Hill advised she was contacted by the Albany, NY office of the United Stated Secret Service, in reference to a money laundrying case they were working tied to a Discover Bank account with deposits into Laster's Century Bank and Trust account.
Hill provided me with bank statements and contact emails for the USSS agent working the case.

See Detective case file for further.

Maille, Nicholas R.

From: Michael Burrell <cburrell@baldwinsheriff.com>
Sent: Tuesday, January 20, 2026 10:13 AM
To: Maille, Nicholas R.
Subject: RE: Warren County Fraud
Attachments: 202527799.pdf

Warning: Unusual sender <cburrell@baldwinsheriff.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Here is the initial incident report. I won't have a complete case file report until we are finished. I sent the Axon link just a bit ago.

Detective Michael C. Burrell
Baldwin Co. Sheriff's Office
119 Old Monticello Road
Milledgeville, GA 31061
Office: (478) 445-1445
Fax: (478) 445-7109

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Tuesday, January 20, 2026 8:41 AM
To: Michael Burrell <cburrell@baldwinsheriff.com>
Subject: Warren County Fraud

Good Morning Detective Burrell, I just wanted to check in again to see if you were able to e-mail the axon link for the BWC footage in regards to our fraud investigation up here in Warren County NY? If you are able I would also like to obtain any reports that have been completed to add to my case file up here as we are looking to wrap up our part of the investigation.

Thank you,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

(518) 743-2576

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Maille, Nicholas R.

From: Axon <noreply@evidence.com>
Sent: Tuesday, January 20, 2026 9:06 AM
To: Maille, Nicholas R.
Subject: Evidence.com - Evidence Download Link

Warning: Unusual sender <noreply@evidence.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Axon - Warren County Sheriff's Dept. - NY

Evidence.com - Evidence Download Link

Hello Nicholas Maille (Badge ID: 423),

Chris Burrell (Badge ID: **96**) from **BALDWIN COUNTY SHERIFF'S DEPT.** (https://baldwincso.evidence.com) has sent you a link to download evidence on Evidence.com After clicking on the link below you will download **1** zip or iso files containing the requested evidence. This download may take a while depending on your internet connection.

Please note that your access to this link will expire on January 23, 2026 09:05:32 (-05:00).
Afterwards, you will need to contact the sender to request access.

Download link:
[Click here to download]

Thank you,
The Axon Team

SECURITY NOTICE: Axon will not send you emails that request your username, password, or any other sensitive information. If you receive an email requesting information, it is most likely an attempt to gain access to your account. Furthermore, please verify that any hyperlinks in the message above begin with the proper URL e.g. "https://agencyname.evidence.com". Please forward emails that appear suspicious to help@evidence.com.

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Carla D. Sherman am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse and Maille of the Warren County Sheriff's Office. I am employed as the Auditor for Warren County located at 1340 State Route 9, Queensbury, NY 12804; my telephone number is 518-761-6413, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

On October 23, 2025 at 10:00 A:M in conference room 5110 at the Warren County Municipal Center I attended a meeting that was set up by Marilyn Rivers from the Warren County Attorney's Office. In attendance at this meeting was Christine Norton, Monica Stark, Dan Donohue, Marilyn Rivers, Ryan Dickey, Jessica Burnham and myself. This meeting was to discuss wire transfer policy for the county. We discussed the current procedures of the Treasurer's Office in regards to making wire transfers. The question was asked if there were current agreements with the bank. I believe at that time Monica Stark had said that she had reached out to the banks to see what they had for this and was waiting for them to get back to her. Ryan and myself told everyone that nobody had authority to sign any agreement except for the Chairman of the Board of Supervisors. Everyone else in the meeting appeared as though they were just going to wait to hear back from the bank. I do not remember much more being said at the meeting as a lot of this did not directly pertain to me in my position as Auditor.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials CDS

1/20/26
Date

Signature

Witness

P-23 10/22

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 2. General Municipal Finances (Refs & Annos)

McKinney's General Municipal Law § 5-a

§ 5-a. Electronic or wire transfers

Currentness

1. Notwithstanding any other law to the contrary, whenever an officer of a local government, as that term is defined in section ten of this article, is authorized or directed pursuant to law to disburse or transfer on behalf of the local government funds in the custody of the officer, that officer shall be authorized to disburse or transfer such funds by means of electronic or wire transfer. Such disbursement shall be otherwise subject to applicable laws, provided that:

(a) the governing board of the local government has entered into a written agreement with the bank or trust company in which such funds have been deposited, prescribing the manner in which electronic or wire transfer of such funds shall be accomplished, identifying by number and name those accounts from which electronic or wire transfers may be made, identifying which officer or officers are authorized to order the electronic or wire transfer of funds from those accounts, and implementing a security procedure as defined in section 4-A-201 of the uniform commercial code; and

(b) the bank or trust company processing the transfer shall provide to the officer ordering the electronic or wire transfer of funds written confirmation of each such transaction no later than the business day following the day on which the funds are transmitted.

2. It shall be the duty of the governing board of the local government to adopt a system of internal controls for the documentation and reporting of all transfers or disbursements of funds accomplished by electronic or wire transfer.

Credits

(Added L.1996, c. 140, § 14. Amended L.1998, c. 469, § 9, eff. July 22, 1998.)

McKinney's General Municipal Law § 5-a, NY GEN MUN § 5-a
Current through L.2025 chapters 1 to 713. Some statute sections may be more current, see credits for details.

End of Document

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KeyCite Yellow Flag
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
Uniform Commercial Code
Chapter 38. Of the Consolidated Laws (Refs & Annos)
Article 4-a. Funds Transfers (Refs & Annos)
Part 2. Issue and Acceptance of Payment Order (Refs & Annos)

McKinney's Uniform Commercial Code § 4-A-201

§ 4-A-201. Security Procedure

Effective: [See Text Amendments] to June 2, 2026
Currentness

<[Section effective until June 3, 2026. See, also, § 4-A-201 effective June 3, 2026.]>

"Security procedure" means a procedure established by agreement of a customer and a receiving bank for the purpose of (1) verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or (2) detecting error in the transmission or the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer is not by itself a security procedure.

Credits
(Added L.1990, c. 208, § 1, eff. Jan. 1, 1991.)

Editors' Notes

OFFICIAL COMMENT

A large percentage of payment orders and communications amending or cancelling payment orders are transmitted electronically and it is standard practice to use security procedures that are designed to assure the authenticity of the message. Security procedures can also be used to detect error in the content of messages or to detect payment orders that are transmitted by mistake as in the case of multiple transmission of the same payment order. Security procedures might also apply to communications that are transmitted by telephone or in writing. Section 4A-201 defines these security procedures. The definition of security procedure limits the term to a procedure "established by agreement of a customer and a receiving bank." The term does not apply to procedures that the receiving bank may follow unilaterally in processing payment orders. The question of whether loss that may result from the transmission of a spurious or erroneous payment order will be borne by the receiving bank or the sender or purported sender is affected by whether a security procedure was or was not in effect and whether there was or was not compliance with the procedure. Security procedures are referred to in Sections 4A-202 and 4A-203, which deal with authorized and verified payment orders, and Section 4A-205, which deals with erroneous payment orders.

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End of Document

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Nicholas Maille

Investigator

Incident # 2025-25920

01/21/2026

Supplemental

On today's date I obtained a written deposition from Jessica Burnham who is employed as the Insurance Administrator for Warren County. This deposition is attached to this supplemental.

On today's date I received a written deposition from Warren County Assistant Attorney Ryan Dickey. This deposition is attached to this supplemental.

INV NR — A-423

STATE OF NEW YORK	)	Warren County Sheriff's Office
	) ss.	
COUNTY OF WARREN	)	Incident #25-25920

DEPOSITION STATEMENT

I, Ryan J. Dickey, Esq., being an attorney duly admitted to practice law before the Courts of the State of New York and pursuant to Section 2106 of the Civil Practice Law and Rules, affirms the following statement under penalty of perjury and for the purposes solely set forth in Warren County Board of Supervisors Resolution No. 50 of 2026, which authorizes a limited waiver of Attorney-Client Privilege and Attorney Work-Product. The right of Warren County to assert either the Attorney-Client Privilege and Attorney-Work Product Privilege is hereby reserved in all subsequent proceedings in which the law permits privilege to be invoked on behalf of the County of Warren.

On October 22, 2025, I was invited to attend a Wire Transfer Sub-committee Policy Discussion on October 23, 2025, by Marilyn Rivers (hereafter, "Marilyn"), the Warren County Property and Casualty Risk Manager at the Warren County Attorney's Office. The purpose of the meeting was to gather a subcommittee of relevant County officers and employees to assist in drafting a Wire Transfer Policy that would be ultimately be finalized by the Warren County Risk and Safety Committee and then presented to the Warren County Board of Supervisors for the passage of a County resolution. On October 22, 2025, Marilyn had provided myself and all other attendees an Outlook invitation, along with NYS Comptroller Policies/Procedures and sample municipal wire-transfer and online-banking policies. The individuals who received a copy of this email were: Jessica Burnham; Christine Norton; Carla Sherman; Larry Elmen; Jennifer Smith; Mary Slemmer; Amy Turcotte; and myself.

On October 23, 2025, prior to the meeting I conducted preliminary legal research on the topic. I located General Municipal Law ("GML") § 5-a, titled "Electronic or wire transfers." GML 5-a and New York law requires the Warren County Board of Supervisors enter into a written agreement with Arrow Bank prior to completing any electronic or wire transfer, which is supported by a Warren County Board of Supervisors resolution and signed by the Chairman of the Warren County Board of Supervisors. The agreement must: prescribe the manner in which electronic or wire transfers shall be accomplished (i.e. ACH...); identify by number and name the County's accounts from with electronic or wire transfers may be made; identify the County officers or employees who are authorized to order the electronic or wire transfers; and must implement a security procedure as set forth in Section 4-A-201 of the Uniform Commercial Code ("UCC"). Without these requirements met, any agreement is null, void, and unenforceable.

On October 23, 2025, at 10:00 a.m. Marilyn and I walked to the conference room on the first floor of the Warren County Municipal Center 5-110 for the meeting. At the meeting the following individuals were present: Christine Norton, the County Treasurer; Monica Stark, the Deputy County Treasurer, Daniel Donohue – Accountant at the County Treasurer's Office; Carla Sherman, Warren County Auditor; Tammie Delorenzo, Assistant County Administrator; Jessica Burnham, Warren County Insurance Administrator; Marilyn Rivers, Warren County Property

and Casualty Risk Manager; and myself.

Marilyn had asked me to start off the meeting by providing a legal analysis. I removed my notes and read the requirements of GML § 5-a directly from the statute to the group. I had advised the group of the requirements set forth above and provided legal advice that unless the Warren County Board of Supervisors had passed a resolution authorizing electronic or wire payments to be made, a Board resolution authorizing the County to contract with Arrow Bank, and that the agreement was approved to form by the County Attorney and signed by the Chairman of the Board of Supervisors, that the contracts are void. I specifically advised that wire or electronic payments should not be made at all until these requirements were fulfilled. After my statements, every individual at the meeting, including the County Treasurer, was informed of my legal opinion and was placed on notice that any wire or electronic payments made prior to these requirements being met would be against legal advice.

My statements were met with immediate pushback from the Deputy Treasurer, Monica Stark, who advised that the County Treasurer's Office had already executed two (2) agreements with Arrow Bank for ACH and wire transfers and that she was in possession of a Warren County Board of Supervisor's resolution providing the necessary authority. I reiterated my position at this point because I was aware that there was not a recent Board resolution authorizing an agreement with Arrow and that I had not seen the agreement for review. The remainder of the meeting was spent discussing what departments complete ACH payments (such as the County Clerk/DMV) to New York State. Christine Norton was to provide the group a list of departments who conduct ACH or electronic payments but never did.

After the meeting, Marilyn sent out an email to the group, including Christine Norton, Monica Stark, and Daniel Donohue, with a copy of GML § 5-a, GML § 10, UCC 4A-201, a copy of a draft e-banking policy. On October 28, 2025, Monica Stark provided a copy of an ACH agreement and a Wire Agreement as further defined below. The ACH Originator Agreement, dated February 29, 2024, was signed by Christine Norton without Board authority or County Attorney approval. The Business Online Banking Electronic Wire Transfer Agreement, dated May 18, 2023, was signed by the former Deputy Treasurer, Robert Lynch without Board authority or County Attorney approval.

On October 28, 2025, Marilyn forwarded an email to me from Amanda Allen, the Clerk of the Warren County Board of Supervisors to Monica Stark and Christine Norton. The email advised that a resolution request should go through the next round of committee meetings held during the first week of December. The following day Marilyn sent out another email to the group, to include the County Treasurer, which attached a draft wire transfer policy, stating:

> "In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law § 5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a

security procedure as defined by Section 4-A-201 of the Uniform Commercial Code."

On October 29, 2025, it was clear and evident from multiple sources that unless the legal requirements of GML 5-a were met, electronic or wire transfers should not occur.

I affirm this 21st day of January, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing in true, and I understand that this document may be filed in an action or proceeding in a court of law.

Date: January 21, 2026

Ryan J. Dickey, Esq.

Witness
Printed Name: ENV NR Malik

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Jessica K Burnham am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed as the Insurance Administrator for Warren County located at 1340 State Route 9. Queensbury, NY 12804; my telephone number is my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

On October 23, 2025 I attended a meeting at the Warren County Municipal Center on the first-floor conference room. In attendance at this meeting were Marilyn Rivers, Monica Stark, Dan Donohue, Tammy Delorenzo, Ryan Dickey, Christine Norton, Carla Sherman and myself. The meeting was in regards to formalizing a county policy regarding wire transfers and ACH payments. During this meeting the County Auditors office and the County Treasurer's Office spoke about their procedures and what they did for ACH and wire transfers. Monica Stark presented a document to Ryan Dickey from Arrow Bank regarding the authority of ACH payments and wire transfers. I remember Ryan telling them that this was not a legally binding form due to multiple reasons such as that it was not signed by the appropriate authority. I just remember that Ryan said that this was an older document and that it needed to be updated and he was very adamant that this document should not be used. I remember the meeting ending with the Treasurer's Office saying that they were going to look into this matter and that they were going to write down their procedures to present to the next meeting.,

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials JKB

1/21/26
Date

Signature

INCMBM423
Witness

Nicholas Maille

Investigator

Incident # 2025-25920

01/23/2026

Supplemental

On today's date I received a binder from Warren County Risk Manager Marilyn Rivers containing a statement from her in regards to a meeting held on January 22, 2026 for the Risk and Safety Sub Committee along with multiple e-mail correspondences in regards to issues arising from this meeting. This binder will be attached to this supplemental.

On today's date I received a response back from Arrow Bank in regards to the subpoena request that was served on them. The results of this subpoena request are attached to this supplemental.

Nicholas Maille

Investigator

Incident # 2025-25920

01/26/2026

Supplemental

On today's date I received additional information from Arrow Bank in regards to the subpoena request. This information is attached to this supplemental.

INV NR # 423

Nicholas Maille

Investigator

Incident # 2025-25920

01/28/2026

Supplemental

I was made aware of a comment left on the Glens Falls Chronicle Facebook page in regards to an article printed about this incident with the Warren County Treasurer's Office. This comment was made by Jonathan Crouch and was in regards to possible statements made by Warren County Treasurer Christine Norton on a gondola at Gore Mtn in December of 2025.

On today's date at 0830 hours I spoke with Jonathan Crouch via phone. I inquired about the message he posted on the Glens Falls Chronicle Facebook page. He stated that back in early December of 2025 he was skiing at Gore Mtn and was on the gondola. He stated that he was not aware of who Christine Norton was at this time. He stated that a woman on the gondola (later identified as Christine Norton) asked everyone on the gondola if they were from Warren County. He stated that he is the only one who stated that he was and that he lived in Glens Falls. He stated that the woman (Christine Norton) thanked him for his vote for Warren County Treasurer and then said "well you did not have much of a choice because I ran unopposed". He stated that Christine then began "bragging" about taking multiple sick days and leave of absence to go skiing. He stated that she told him that she had told her superiors prior to being elected that she would not give up her time on the ski slopes for work. He advised that these comments were very concerning to him and was not sure why an elected official would be bragging about this to a constituent. He stated that this concerned him enough that he went home and told his fiancé about the conversation. He stated that there was nothing further said during this conversation and that he became extremely concerned after hearing the news about this current incident involving the Warren County Treasurer's Office. He confirmed that this conversation at Gore Mtn was in early December and prior to this incident being released in the press. I have attached a copy of the Facebook post to this supplemental.

INV NR # 423

Case Report

Detail

Agency: Warren County Sheriff's Office
Agency #: NY0560000

Print Date/Time: 09/07/2026 13:31

General Information

Case Number:	2025-00025920	**Reporting Officer:**	001 - LaFarr, James	**Reported Date/Time:**	12/23/2025 12:30
Location Formatted:	1340 State Rte 9, NY	**Location Common Name:**		**County:**	
Status:	Closed	**Status Date:**	05/15/2026	**Disposition:**	
Disposition Date:		**Occurred Incident Type:**	Fraud	**Occurred From Date/Time:**	12/23/2025 12:30
Occurred To Date/Time:		**Scene Processed By:**		**Significant Event:**	
Campus Code:		**Exceptional Clearance:**		**Exceptional Clearance Date:**	

Assigned Personnel

Assigned Personnel:	423 - Maille, Nicholas	**Assigned By:**	245 - Affinito, Edward
Assignment Type:	Investigator	**Assignment Date/Time:**	05/15/2026 10:02
Assignment End Date/Time:		**Assignment Notes:**	

Solvability Factors

Solvability Factor:		**Total Solvability Factor:**	

Modus Operandi

Offenses

#	Statute Group	Group Agency	Crime Code	Statute	Description	Offense Date

Subjects

Number	Type	Name	Address	Contact Information	Race	Sex	DOB

Properties

#	Date	Type	Property Loss Type	Description	Name	Subject Role

Vehicles

Contributing Officers

Officer:	001 - LaFarr, James	**Supervisor:**	299 - Lopez, Joshua	**Report Date/Time:**	09/03/2026 12:15
Report Type:	Primary	**Approving User:**			

Evidence

Status History

Case Status:	Open	**Status Date:**	05/15/2026	**Changed By:**	AffinitoE
Date/Time Changed:	05/15/2026 10:02				
Case Status:	Closed	**Status Date:**	05/15/2026	**Changed By:**	System
Date/Time Changed:	08/26/2026 15:16				
Case Status:	Open	**Status Date:**	09/07/2026	**Changed By:**	LopezJ
Date/Time Changed:	09/07/2026 10:57				

Case Report

Detail

Agency: Warren County Sheriff's Office
Agency #: NY0560000

Print Date/Time: 09/07/2026 13:31

Case Status:	Closed	**Status Date:**	05/15/2026	**Changed By:**	LopezJ
Date/Time Changed:	09/07/2026 10:58				

Disposition History
Supplemental Information
Associated Arrest Records
Summary Narrative
Report Narratives

Name: Supplemental (Follow-up) **Author:** 001 - LaFarr, James **Supervisor:** 299 - Lopez, Joshua **Date Created:** 09/03/2026 12:19

Description:

INCIDENT #2025-25920

SUPPLEMENTAL

J.A. LAFARR

09/03/2026

On Thursday August 27, 2026 I received an email from Warren County Administrator John Taflan. The email contained a string of emails between Warren County employees, from various County Departments, that are relevant to this financial crime investigation. A copy of the email has been added to the case report. No further to follow.

LaFarr, Jim

From: Taflan, John
Sent: Thursday, August 27, 2026 1:15 PM
To: LaFarr, Jim; Comeau, Terry M
Subject: FW: A new ACH Authorization has been submitted

I just reviewed this in a FOIL request today but I did not see this email chain in your report. It is actually important because the Treasurer has been saying DPW was responsible for verifying the Peckham account and clearly, they were never on the communications stemming from the request to set up the account in the first place (initial email notice). This is a clear example of building the plane while you are flying it. They were apparently winging the ACH process from the start. I'm going to keep this in case there are continued accusations from the Treasurer against DPW.

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Friday, January 2, 2026 11:40 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

This is the email I sent Jeremy to add Carla. I should have seen that DPW staff was not on this. Carla should have picked on this also but it was ultimately my responsibility since our office implemented this process. DPW knew it was going to be paid ACH but they believed we validated since they were never included in the form notification.

From: Stark, Monica
Sent: Monday, November 17, 2025 2:27 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Subject: RE: A new ACH Authorization has been submitted

Hi Jeremy ,

Please add Carla also to the string of emails below.

From: Scrime, Jeremy <scrimej@warrencountyny.gov>
Sent: Thursday, November 13, 2025 12:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: RE: A new ACH Authorization has been submitted

Hi Monica – all set. Thanks!

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Thursday, November 13, 2025 12:39 PM
To: Scrime, Jeremy <scrimej@warrencountyny.gov>
Subject: FW: A new ACH Authorization has been submitted

Hi Jeremy – who can add me to the string of emails below ? Thanks.

From: Rose, Ellen <rosee@warrencountyny.gov>
Sent: Thursday, November 13, 2025 11:00 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: FW: A new ACH Authorization has been submitted

Hi Monica,

I think you need to be added to this list. I just wanted to keep you in the loop. Thanks.

Ellen Rose
Accounting Technician
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845-9803
518-761-6386

From: noreply <noreply@WarrenCountyNY.gov>
Sent: Thursday, November 13, 2025 10:46 AM
To: Lynch, Rob <lynchr@warrencountyny.gov>; Scrime, Jeremy <scrimej@warrencountyny.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Rose, Ellen <rosee@warrencountyny.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: A new ACH Authorization has been submitted

From: Peckham Road Corp

Please log into the Application Portal to process this request.
Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.
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Frann Goodman Flatley · 5d · Top fan

Say no to melissa

Reply 8



Jonathan Crouch · 5d

I'm not sure "who is responsible" on the county's part for what went down - but I do know that I was surprised by statements made by Norton in a gondola on Gore Mountain back in December, well before this news broke. Seemed strange to me that she would actively ask if anyone aboard was a Warren County resident and then say the things she said after establishing I was a constituent.

Reply 8

Bob Dillon · 5d · Top fan

WOW. I have no idea who is at fault here

Write a comment...

I | The | And

Q W E R T Y U I O P

A S D F G H J K L

Nicholas Maille

Investigator

Incident # 2025-25920

01/28/2026

Supplemental

On today's date I obtained a written deposition from Joyce Reed who is the Town of Warrensburg Superintendent's Secretary. A copy of this deposition is attached to this supplemental.

INV NR - #923

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Joyce M Reed am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse and Maille of the Warren County Sheriff's Office. I am employed as the Warrensburg Superintendent's Secretary at 3797 Main St, Warrensburg NY 12885, Warren County; my telephone number is , my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

On July 21, 2025 I received an e-mail form Peckham Industries to my work e-mail addressed to "Dear Business Partners". This e-mail was in regards to making us aware of recent fraudulent activity. I did not foreword this e-mail to anyone because I thought it may have been a fraudulent e-mail or a phishing attempt. I printed this e-mail off and showed it to our Deputy Town Clerk bill processor and our bookkeeper who process our checks for us. This letter advised us to notify our colleagues at the Town who pays the bills. I did not tell Supervisor Geraghty about this because he does not process the bills for the Town. I did not foreword this e-mail to the Warren County Treasurer's Office because they do not pay our bills and also, I was afraid this e-mail may have contained a virus. This letter also stated that it had been forwarded to all of Peckham's business partners. In December when the incident with the Warren County Treasurer's Office was reported, Supervisor Geraghty came and told me that there was an incident at Warren County that involved Peckham Industries and a possible phishing scam. I then told him that I had received this e-mail from Peckham's back in July that was sent to the Town of Warrensburg. This is when I showed him a copy of the e-mail.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials_____

1/28/2026
Date

Signature

Witness

P-23 10/22

Nicholas Maille

Investigator

Incident # 2025-25920

01/31/2026

Supplemental

On today's date I received a copy of a Supporting Deposition from Warren County Treasurer Christine Norton that was obtained by the NYSP and FBI. I received this supporting deposition from NYSP Inv Joseph Montagnola. A copy of this deposition is attached to this supplemental.

INV NK #423

SUPPORTING DEPOSITION (CPL § 100.20)

THE PEOPLE OF THE STATE OF NEW YORK
VS

_____ _____

_____
DEFENDANT(S)

LOCATION OF INCIDENT:
STATE OF NEW YORK, LOCAL CRIMINAL COURT
COUNTY OF WARREN
TOWN OF LAKE GEORGE

LOCATION OF DEPOSITION:
STATE OF NEW YORK
COUNTY OF ALBANY
TOWN OF COLONIE

On DATE: 01/30/26 at TIME STARTED: 12:04 ☐ AM ☒ PM I, FULL NAME: CHRISTINE V. NORTON (10/29/1964)

STATE THE FOLLOWING:

I am speaking with Investigator Joseph S. Montagnola with the New York State Police, Cyber Analysis Unit, Special Agent Andrew Braley with FBI Albany, and John Griffin, Senior Intelligence Analyst with New York State Police, Cyber Analysis Unit, in the presence of my attorney Kevin Luibrand, Esq. at Mr. Luibrand's office located at 950 New Loudon Road, Suite 270, Latham, New York regarding an ACH fraud incident that occurred with Warren County. I am the Treasurer and Chief Fiscal Officer for Warren County, taking office on 01/02/2024. It is an elected position.

I am a CPA. There is no formal requirements for my position since it is an elected position.

With regards to the general payment process for the county, it is a three step process. 1. The individual department head will review invoices to determine if they are within the budget and scope of work, and there will be two sign-offs on approval of the invoice at the department level. 2. County Auditor checks contracts and supporting documents vis-à-vis the invoice(s) and approves same. 3 The Treasurer's Office receives the approval from the auditor in the form of an "audit" batch sheet with the details of amount owed, and then the Treasurer's Office remits payment. The foregoing applies to check payments. With regards to ACH payments there is a fourth step of remittance of electronic funds transfers in a separate batch.

Departments are in charge of ensuring invoices/payment requests are in the scope of work. The Treasurer's Office makes no determination as to the validity of the scope of work.

In general, my office has dealt with check fraud in the past, but no ACH/wire transfer fraud. I am not aware of any county network intrusions prior to the incident at issue.

NOTICE
(Penal Law Sec. 210.45)
In a written instrument, any person who knowingly makes a false statement which such person does not believe to be true has committed a crime under the laws of the state of New York punishable as a Class A Misdemeanor.

Affirmed under penalty of perjury
this _____ day of MONTH , 20 ____
- or -
*Subscribed and Sworn to before me
this _____ day of _____ , 20 ____

(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) TIME ENDED: 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION)

* This form need be sworn to only when specifically required by the court

THE PEOPLE OF THE STATE OF NEW YORK VS. _____
DEFENDANT(S)

The ACH web form was put up by the prior Deputy Treasurer and was live/in production at the time the purported vendor, Peckham, submitted the ACH web form request on 11/13/2025. The website form was put up sometime in May 2025. The web form is for a change of payment, not for recurring use when the vendor has an already established payment channel. The generation of email notifications by a web form submission did not change from May 2025 when it went live until the 11/13/2025 submission by the fraudster.

We have had consistent ACH remittances to government-related expenses such as worker's compensation, utilities, payroll, retirement, etc. for decades.

The reason for an attempt to switch to ACH payments for vendors was to curtail check fraud and because vendors were asking to switch to ACH, for example HP and Microsoft.

Contract and payment amounts are subject to FOIL and available to the public upon request. FOIL responses are issued quarterly. FOIL requests come to the county Records officer who then sends to the Treasurer's office those FOIL requests that the Treasurer would have the applicable infomation. My accountant and Deputy Treasurer handle the FOIL responses. There were no strange FOIL requests surrounding the time frame of the fraudster's web form submittal or FOIL requests referencing Peckham.

The submittal of the 11/13/2025 web form was the second submittal through the web format. The first submittal having been in May of 2025 when a vendor, Rove Marketing, at the direction of Warren County's Tourism Department submitted an ACH request. Ultimately, no ACH remittal of payment occurred to that vendor due to regulations because of the vendor's location in Canada. The ACH was initiated, but returned by the bank for the foregoing reasons. Prior to May of 2025 there had been discussions regarding two other vendors wanting to switch to ACH, one from the IT Department for HP and another from the Department of Health, but no submittals were submitted to the web form. There were no other web form submissions by "Peckham."

The web form in and of itself does not constitue final approval of a change of payment. The responsible department head would have to further confirm the request by contacting their vendor contacts to provision the vendor of ACH payments. I am unsure of the form had banking information fields as of December 2025 because I did not see the web form until December 23, 2025.

CVN

The timeline surrounding the 11/13/2025 ACH web form submittal by the fraudster posing as Peckham as follows:

1. Call to the Ellen Rose, AP clerk, from call on or before said date inquiring as to ACH payments for Peckham
2. AP clerk goes to the accountant (who was previously trained by former Deputy Treasurer) who told the AP clerk to advise the requestor to go back to the department head-i.e., DPW for approval and submission of the ACH form
3. AP clerk sent the requestor the information for the web link
4. AP clerk advised auditor to be on the lookout for Peckham's paymentas Peckham was switching to ACH form check and it would needed to be processed in a separate ACH batch
5. Web form is submitted by the requestor

CVN

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CVN

Affirmed under penalty of perjury
this _____ day of _____, 20 ____
- or -
*Subscribed and Sworn to before me
this _____ day of _____, 20 ____

(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) Indefinite Terminate - Muskegon #3441

(NAME OF PERSON TAKING DEPOSITION) #3441

TIME ENDED 3:38 ☐ AM ☒ PM

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SUPPORTING DEPOSITION (CPL § 100.20)

THE PEOPLE OF THE STATE OF NEW YORK VS. _____
DEFENDANT(S)

6. Completed Web form comes back to Treasurer's Office for change payment/banking information. When the web form was submitted, it was sent to Rob Lynch (former Deputy Treasurer who is no longer with the County); Claudia Mundell (clerk in the Treasurer's front office); to the the AP clerk; to Kim Smith, who is in the Treasurer's front office. The new Deputy Treasurer was not copied, but that was changed to include her afterwards.
7. The auditor notifed DPW of the change of Peckham from check to ACH. The auditor advised DPW had to remove the checks from the check batch and the three outstanding invoices due at the time the 11/13/2025 ACH web form submittal to be resubmitted for the separate ACH batch.
8. The DPW separated the check payments and put the Peckham payment into the ACH batch
9. DPW had to approve the ACH batch for the Peckham payment
10. DPW notified the auditor of its Peckham approval for ACH puirpsoes
11. The auditor notifed the AP clerk of the approvals for ACH paymnet purposes.
12. The Treasurer subsequently sent roughly $2.1 million ACH payment to Peckham on 12/15 13. The Treasurer sent a roughly $1.2 million ACH payment to Peckham on 12/23
14. On 12/23, the Deputy Treasurer reversed the second payment when she becmae aware that Peckham had not recived the first payment

There were no other phone requests, generally, regarding the ACH web portal. My understanding is the fraudster referenced exact amounts owed to Peckham on the phone call to the AP clerk.

With regards to ACH payments in general, there were no policy documentation, but there were documented workflows (hand-written or typed) for long-standing accounts payable like government, utilites, as set forth above.

The accountant was training my deputy treasureron changing payment methods from paper to ACH payments at the time of the fraudster's submittal.

Peckham has always been paid by check and no ACH payment change had been provisioned prior to the fraudster's web form submittal on 11/13/2025.

Peckham has informed me after the fraud that it issued a fraud alert to the County on July 21, 2025 informing the county that it had had customers subjected to fraud in payments with Peckham and to validate payment changes, but I was never provided a copy of same. Peckham informed me after the fraud that it had sent the fraud alert to every single one of their customers via snail mail and email. The two people who received the Peckham alert for Warren County were the finance clerk, Anna Kocsis, and chief engineer , Ed Doughny, for DPW. The county Board Chairman informed me that there was a copy of the fraud alert sent to his secretary and she printed it and gave hom a copy. The Treasurer's Office was not provided notice of this fraud alert. The first time I was made aware of it was on December 24, 2025.

I am more than willing to continue to cooperate with the New York State Police and FBI in further investigation of the payment fraud at issue.

CVN

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this _____ day of _____, 20 ____
- or -
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(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) Investigator Joseph S. McMahon B1491

TIME ENDED 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION)

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Nicholas Maille

Investigator

Incident # 2025-25920

01/31/2026

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LOCATION OF DEPOSITION:
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COUNTY OF ALBANY
TOWN OF COLONIE

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(WITNESS) B3441

TIME ENDED 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION) B3441

SUPPORTING DEPOSITION (CPL § 100.20)

THE PEOPLE OF THE STATE OF NEW YORK VS. _____
DEFENDANT(S)

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this _____ day of _____, 20 ____

(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) Investigator Joseph S. Montagnola #2491 TIME ENDED 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION)

* This form need be sworn to only when specifically required by the court.

Nicholas Maille

Investigator

Incident # 2025-25920

02/03/2026

Supplemental

I today's date I conducted an interview with Warren County Deputy Treasurer Monica Stark. This interview took place in her office at the Warren County Treasurer's Office. This interview was recorded with department issued pocket recorder. This recording was burned onto a CD which is attached to this supplemental.

INUNA M 2/4/23

Nicholas Maille

Investigator

Incident # 2025-25920

02/09/2026

Supplemental

On today's date I conducted a phone interview with retired Warren County Deputy Treasurer Robert Lynch. This interview was recorded with my department issued pocket recorder. A copy of this recording has been burned onto a CD and attached to this supplemental. During the interview Mr Lynch made mention of a "book" that Claudia Mundell (Warren County Treasurer Employee) has on her desk regarding steps to take when setting up a new ACH payment. Up to this point in the investigation I had not heard any mentions of this "book" and its contents.

I spoke with Claudia Mundell in regards to the "book" regarding steps for setting up new ACH payments that Robert Lynch had made mention of. Claudia was able to provide me copies of the contents of this which are attached to this supplemental.

Glens Falls National Bank - On- Line Bank ACH – Credit

You will receive a Disbursement Form to initiate an outgoing ACH - Credit. Most ACH – Credit information has been set up with a template. If a template has not been set up, follow instructions on Create ACH. You must first log onto New World, under reports, cross fund reports, select account, and dates and verify there are funds available in the appropriate account before initiating a wire on the online Banking.

ACH Set Up

- Log onto online banking
- ACH
- Batch Activation
- Select ACH Template
- Edit – Change Date, pertinent information
- Enter $
- Verify information
- Update Batch
- Return to Batch Activation
- Click on Batch and Activate Batch
- Enter
- Print
- ACH Totals
- Fill in pertinent Information
- Enter
- Print

Folders & supporting documents go to Rob to approve the wire transfers

When Rob gives the folder back

- Record transaction on New World (Follow instructions on entering EFT's in New World)

Two days later

- Log on Glens Falls National Bank
- Balance Report
- Account History
- Transaction Search – Account Title and Number
- All transactions
- Enter date of ACH
- Select Account ACH came from (look at printout for number)
- Enter amount of ACH
- Search
- Print

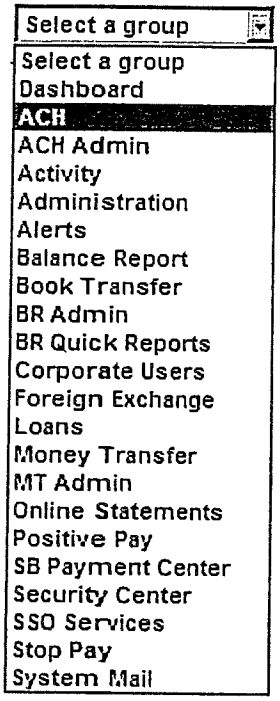
Final Distribution of Disbursement Form

- Copy of all pages and put copies in ACH folder
- Staple original forms and paperclip to New World forms. Place into Disbursement folder (under date of wire transfer) for Yuliana to verify and post.

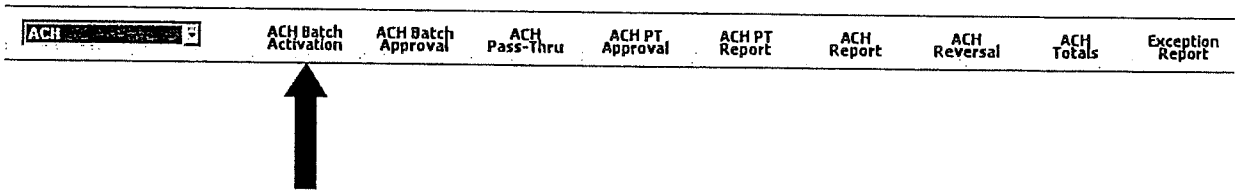
Prepared by Diane LaBruzzo 10/17 (Attached Glens Falls Online Bank Manual Notes)

3b. ACH Batch Activation

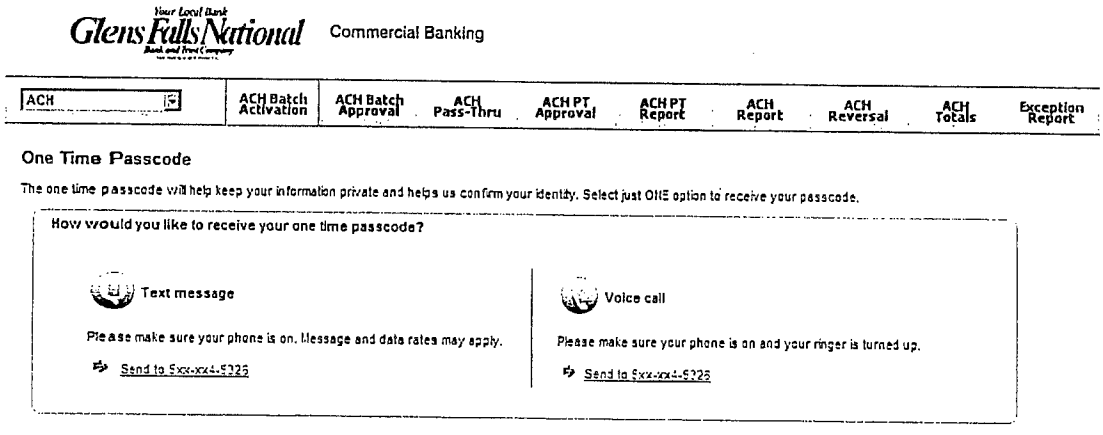
1. Select ACH from dropdown menu



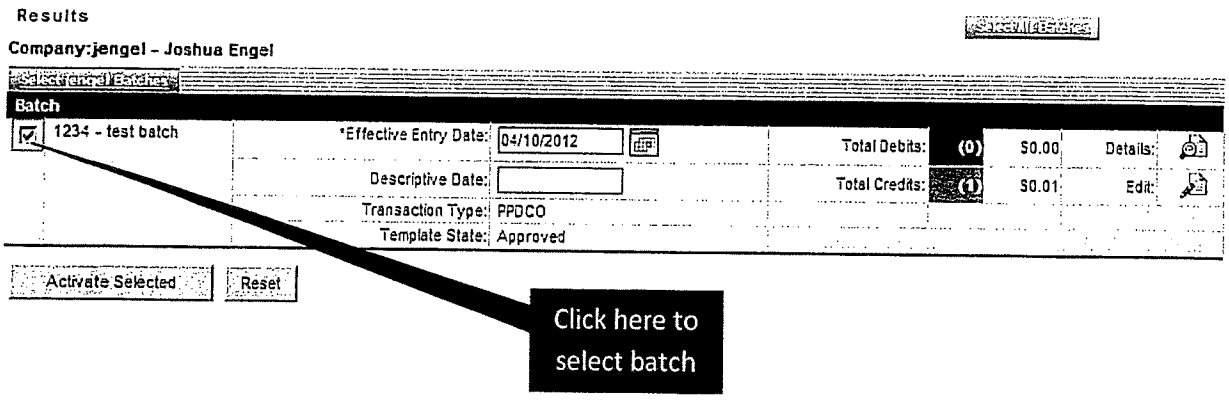
2. Click on "ACH Batch Activation"



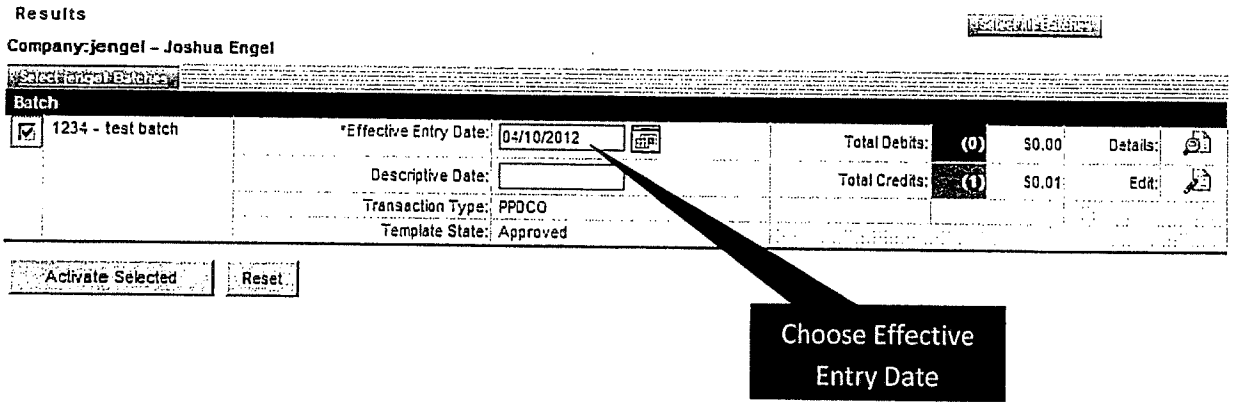
3. Enter the "One Time Passcode" when received



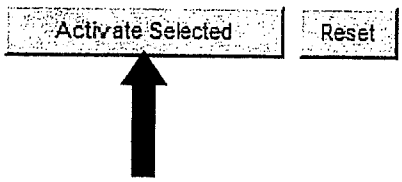
4. Check white box to select batches



5. Enter "Effective Entry Date"

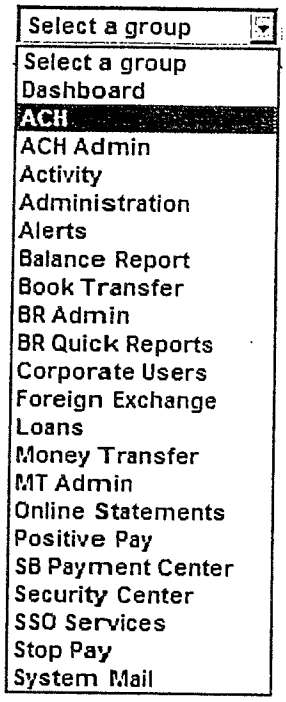


6. Click on "Activate Selected"

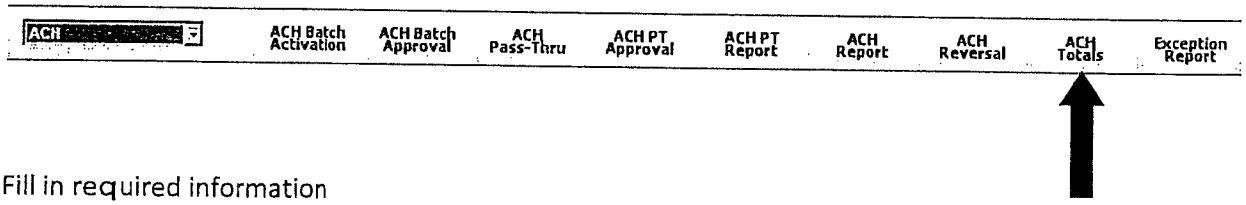


3d. ACH Totals

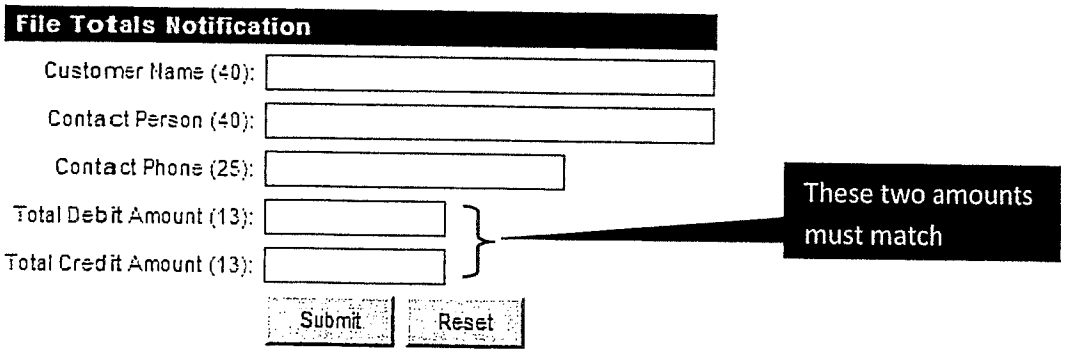
1. Select "ACH" from dropdown menu



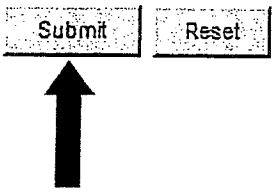
2. Click on "ACH Totals"



3. Fill in required information



4. Click "Submit"

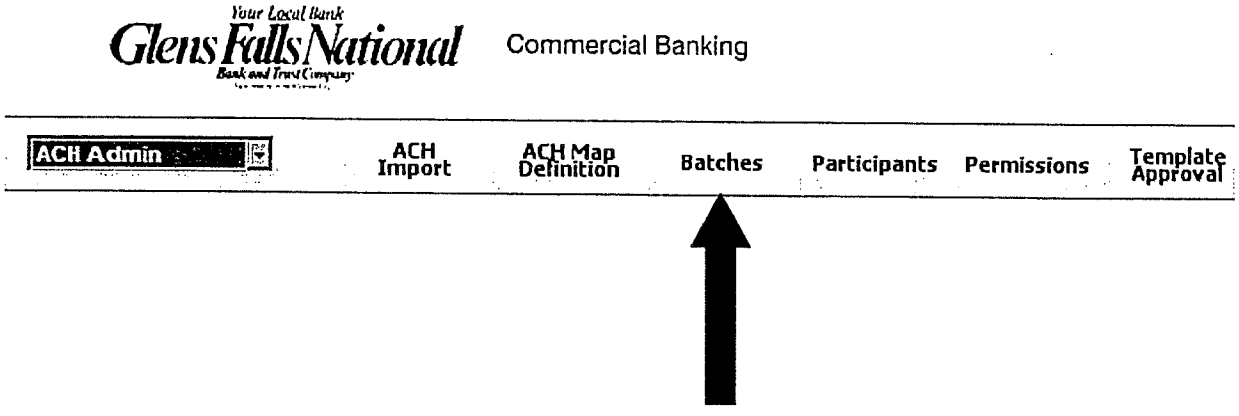


3a. ACH Batch Creation

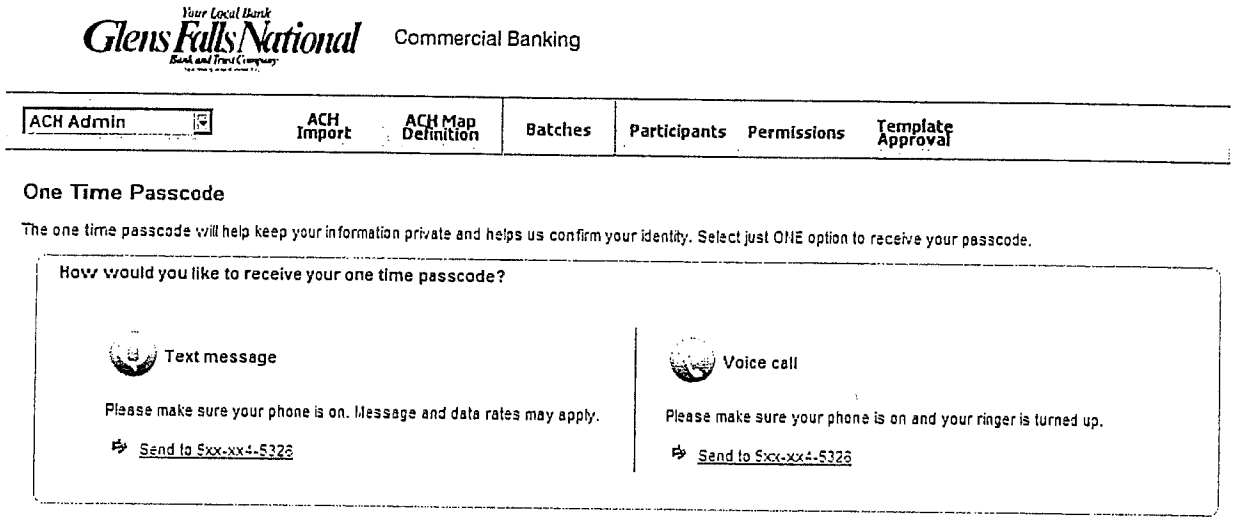
1. From dropdown menu select "ACH Admin"



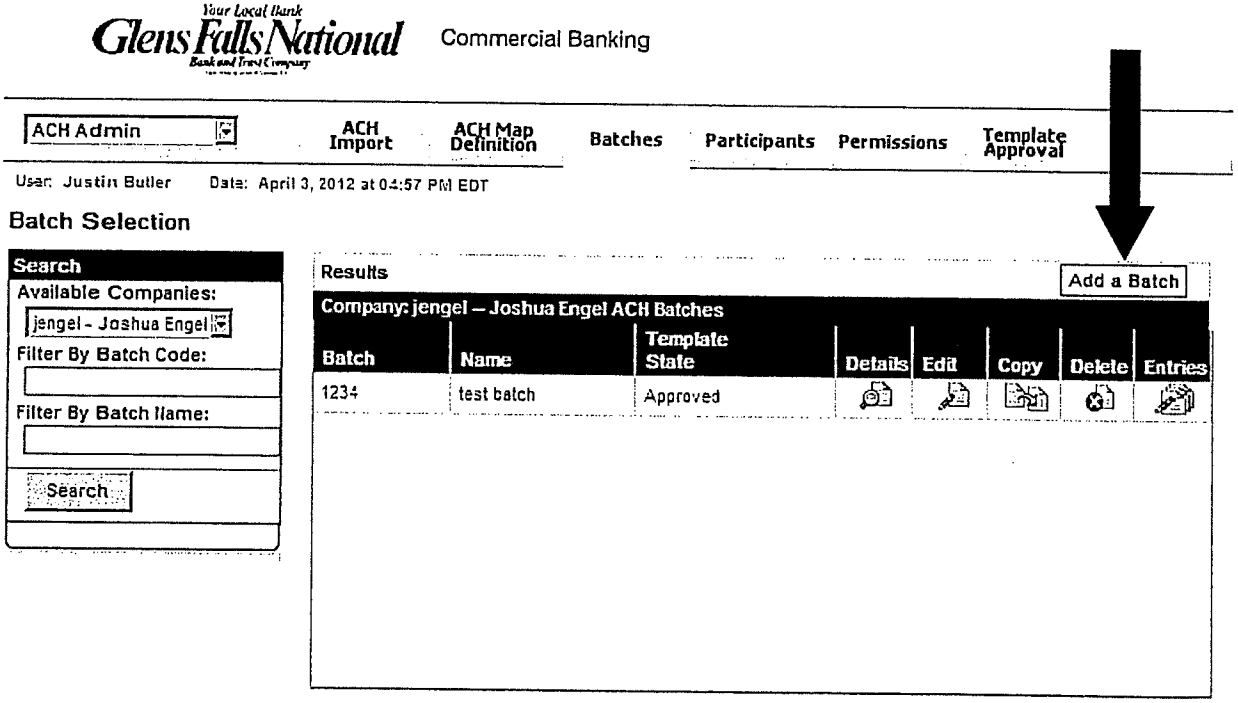
2. Click on "Batches"



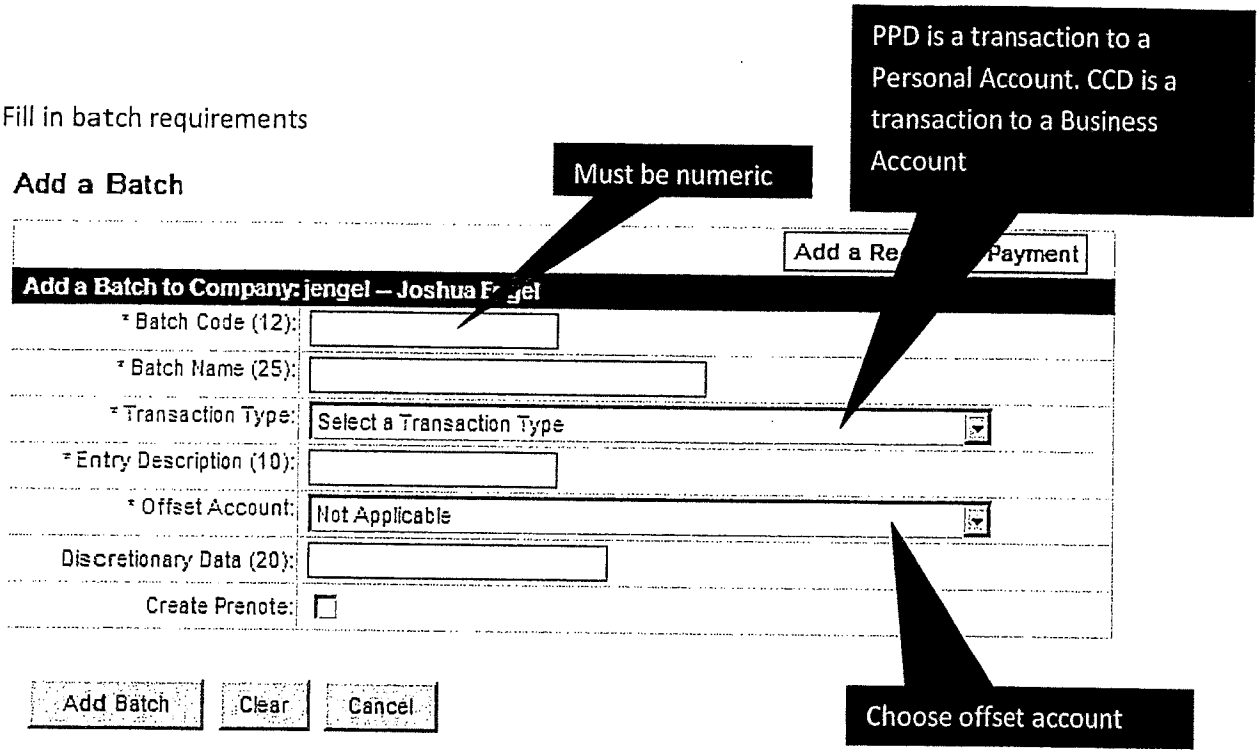
3. Enter in "One Time Passcode" when received



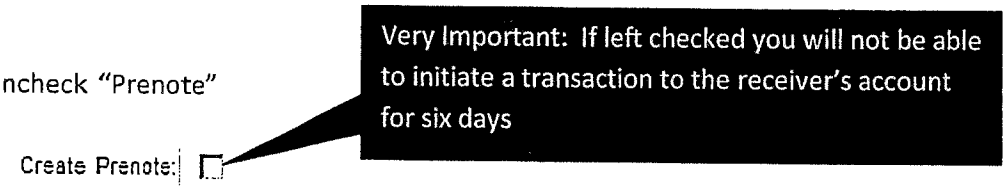
4. Click on "Add a Batch"



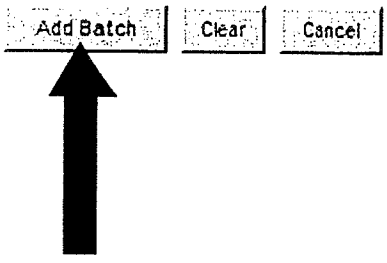
5. Fill in batch requirements



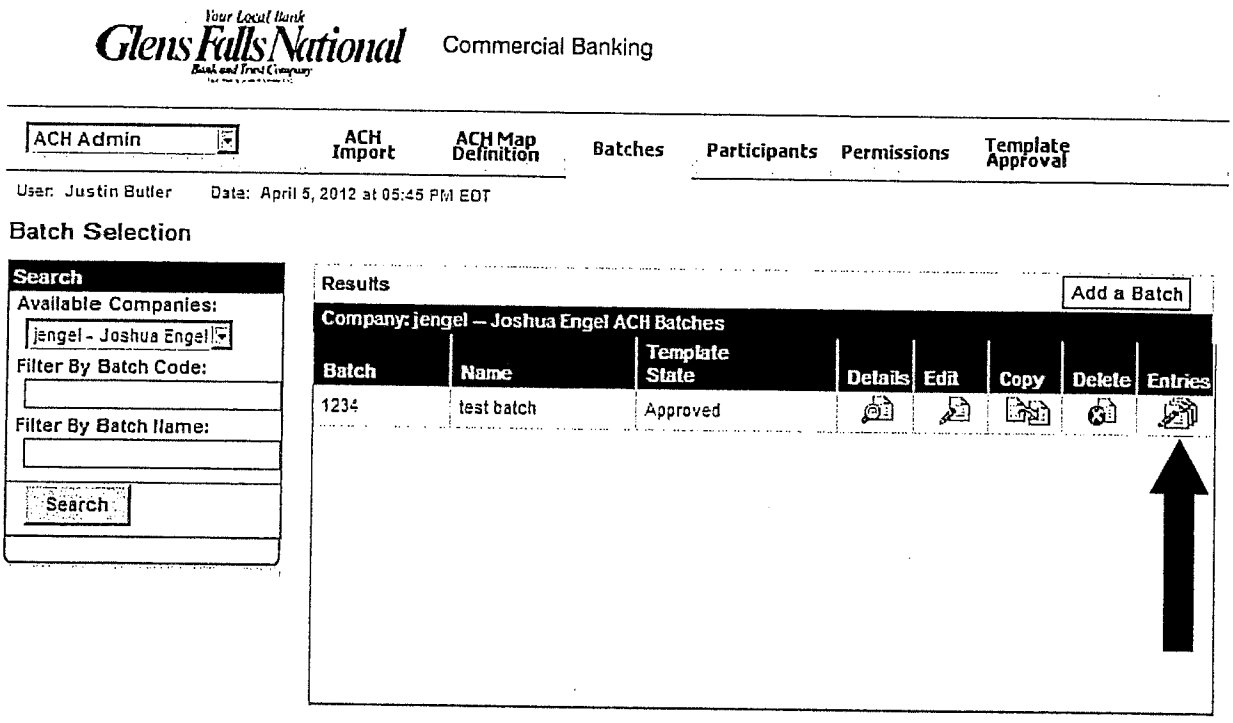
6. Uncheck "Prenote"



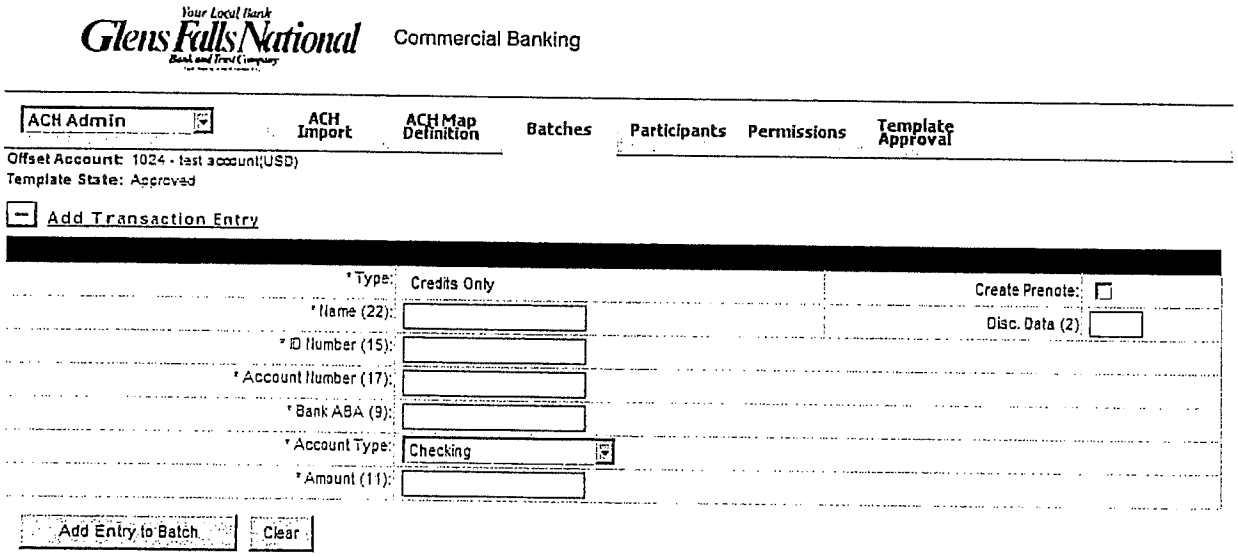
7. Click on "Add Batch"



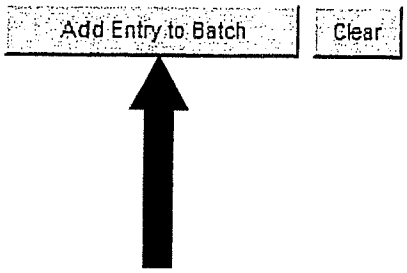
8. From "Batches" page, click on "Entries"



9. Fill in all entry requirements



10. Click on "Add Entry to Batch"



11. Repeat as needed for each individual

Sample

ounty Treasurer's Office

Disbursement

Please ACH-Credit From: Misc. Trust.

Dated: 10/5/17
Amount: 208,209.55
Chk Date: 10/6/2017

Payable to: X Vendor #2000 Warren County Treasurer
11365 Vendor EFTPS (Other)

Disb. Code	Cash Code	Amount	For:
T.026.00	T.200.05	168,744.99	Fullshare FICA:
			168,642.12
			102.87 DBL
T.033.00	T.200.05	39,464.56	Fullshare Medicare:
			39,440.50
			24.06 DBL

Paid: Date 10/6/17 Initials DK
Account Misc Trust (EFT) / Ck. # 711

****

Receipt

Deposit Into: _____ Rec'd From: X #2000, Warren County Treasurer
(Other) _____

Receipt Code	Cash Code	Amount	For:

Requested By: Heidi LeClair 10/5/2017 10/4/17

Nicholas Maille

Investigator

Incident # 2025-25920

02/17/2026

Supplemental

Conducted phone interview with Warren County Deputy Treasurer Monica Stark. This interview was recorded on department issued pocket recorder. This recording has been burned on a CD and attached to this supplemental.

INV NR — 7473

Nicholas Maille

Investigator

Incident # 2025-25920

02/26/2026

Supplemental

On today's date I had a conference call with U.S Secret Service Agent Scott Gignilliat out of the Georgia Field Office. Agent Gignilliat stated that he had just returned from a protection detail in the Middle East and had reviewed our case with the Baldwin County Sheriff's Office and Detective Michael Burrell. He stated that he had spoken with the AUSA that represents Baldwin County Georgia about the case. He stated that he will be leaving the county again in 2 days for at least a month on another protection detail. After discussion of these circumstances I contacted Detective Burrell of the Baldwin County Sheriff's Office. I inquired if they had enough evidence on Patricia Laster to file any type of criminal charge through their office. Detective Burrell stated that he had just spoken with Agent Gignilliat about this as well. Detective Burrell stated that he is going to be reaching out to the AUSA that Agent Gignilliat spoke with and present what information and evidence he had obtained in the case and discuss the possibility of any criminal charges through his office or possibly any federal charges that could be filed. Detective Burrell stated that he would be following up with me next week after he speaks with the AUSA.

Nicholas Maille

Investigator

Incident # 2025-25920

03/20/2026

Supplemental

I have received e-mail correspondence from Dylan Gates and Scott Gignilliat from the U.S Secret Service in regards to this incident. These e-mails are attached to this supplemental.

INV NR #23

Maille, Nicholas R.

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Friday, March 20, 2026 10:47 AM
To: Maille, Nicholas R.; Affinito, Edward G.
Subject: Re: Case 120-763-9519

Warning: Unusual sender <dylan.gates@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good Morning,

We received a check from Century Bank & Trust for $439,981.71.

I am working on all the paperwork, including the interested parties. It's typical for the legal counsel to be the POC for the victim. Is Larry Elmen still the county's attorney for the foreseeable future (no retirements upcoming...)? If so, I will keep using him for all the victim POCs.

I've found at least 9 bank accounts so far, hoping to catch up to more of the money than this...

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile: (518) 332-4012

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Friday, January 23, 2026 12:36 PM
To: Nicholas.Maille@WarrenCountySheriffNY.us <nicholas.maille@warrencountysheriffny.us>; Edward.Affinito@WarrenCountySheriffNY.us <edward.affinito@warrencountysheriffny.us>
Subject: Case 120-763-9519

Good Afternoon,

Attached is our case summary page, which doesn't provide a lot of information on it's own.

Our assigned SA is Johnny Callaham, who is also on protection. He will also be gone for a couple weeks. It should be his signature on the seizure warrants.

You should have received a Teleporter link but please let me know if it didn't go through.

Respectfully,

Dylan L. Gates
Network Intrusion Forensic Analyst

United States Secret Service
Albany, NY Resident Office

Office: (518) 427-0400
Mobile: (518) 332-4012

Maille, Nicholas R.

From: Maille, Nicholas R.
Sent: Friday, March 20, 2026 11:25 AM
To: 'DYLAN GATES (ALB)'
Subject: RE: Case 120-763-9519

Good Morning Dylan, Thank you for the update. Larry Elmen will still be the County Attorney and POC related to that.

Thank you again,

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Friday, March 20, 2026 10:47 AM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>; Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Re: Case 120-763-9519

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I've found at least 9 bank accounts so far, hoping to catch up to more of the money than this...

Respectfully,

Maille, Nicholas R.

From: Maille, Nicholas R.
Sent: Wednesday, March 18, 2026 3:53 PM
To: 'SCOTT GIGNILLIAT (ABY)'
Subject: RE: Warren County Fraud Investigation

Thank you Scott for letting me know. Appreciate all the assistance

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

From: SCOTT GIGNILLIAT (ABY) <scott.gignilliat@usss.dhs.gov>
Sent: Wednesday, March 18, 2026 2:50 PM
To: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Subject: RE: Warren County Fraud Investigation

External sender <scott.gignilliat@usss.dhs.gov>
Make sure you trust this sender before taking any actions.

Still waiting to hear back from AUSA.

Scott M. Gignilliat
Senior Special Agent
United States Secret Service
Albany (GA) Resident Office
Macon Domicile
+1 (229)376-1734 (WhatsApp)

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, March 16, 2026 8:45 AM
To: SCOTT GIGNILLIAT (ABY) <scott.gignilliat@usss.dhs.gov>
Subject: Warren County Fraud Investigation

Good Morning Scott, I sent an e-mail out to Leah last week inquiring if she had assigned anyone to our case yet. I have not received a reply back from her and was just looking to see if you had any contact info for her you could provide or if you had means of reaching out to her. I am basically just looking to determine what documents from my investigation

she will require for review and the best means to get them to her. Thanks again for any assistance you are able to provide.

Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

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Maille, Nicholas R.

From: SCOTT GIGNILLIAT (ABY) <scott.gignilliat@usss.dhs.gov>
Sent: Wednesday, March 18, 2026 2:50 PM
To: Maille, Nicholas R.
Subject: RE: Warren County Fraud Investigation

External sender <scott.gignilliat@usss.dhs.gov>
Make sure you trust this sender before taking any actions.

Still waiting to hear back from AUSA.

Scott M. Gignilliat
Senior Special Agent
United States Secret Service
Albany (GA) Resident Office
Macon Domicile
+1 (229)376-1734 (WhatsApp)

From: Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>
Sent: Monday, March 16, 2026 8:45 AM
To: SCOTT GIGNILLIAT (ABY) <scott.gignilliat@usss.dhs.gov>
Subject: Warren County Fraud Investigation

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Nick R Maille
Investigator
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845
(518) 743-2576

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Nicholas Maille

Investigator

Incident # 2026-25920

04/15/2026

Supplemental

I received an e-mail correspondence from Dylan Gates of the Secret Service. Attached to this e-mail is a flow chart of multiple different bank accounts where the $2,132,483.23 ACH transfer had been moved to. This flow chart and e-mail is attached to this supplemental.

INV NK m-7423

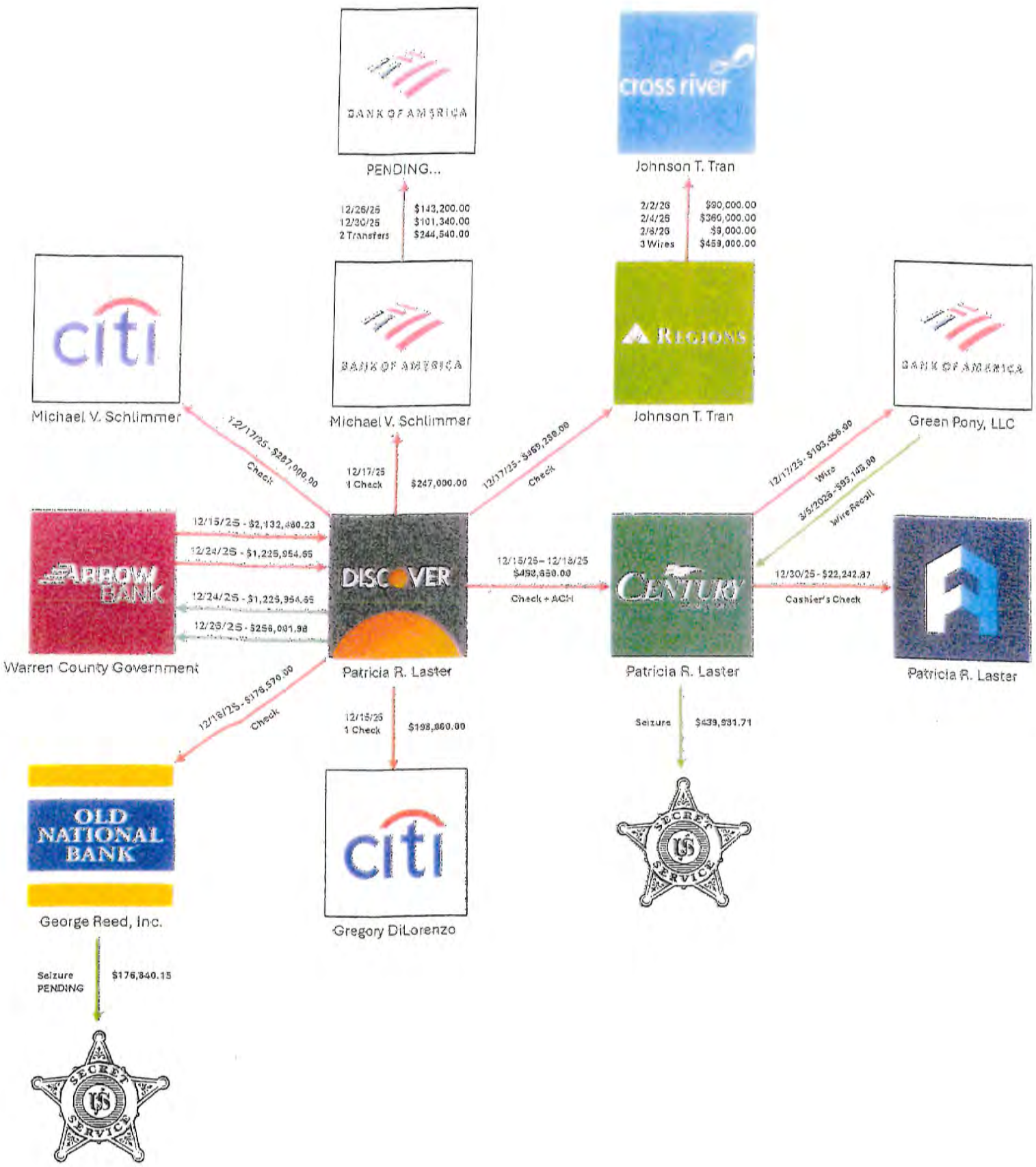
Maille, Nicholas R.

From: DYLAN GATES (ALB) <DYLAN.GATES@usss.dhs.gov>
Sent: Wednesday, April 15, 2026 3:18 PM
To: Maille, Nicholas R.; Affinito, Edward G.
Subject: Re: Case 120-763-9519
Attachments: paste.png

External sender <dylan.gates@usss.dhs.gov>
Make sure you trust this sender before taking any actions.

Good Afternoon,

Please find the below progress. We are mostly just pending responses from the banks at this point...


PENDING...
12/26/25
12/30/25
2 Transfers
$143,200.00
$101,340.00
$244,540.00
Johnson T. Tran
2/2/26
2/4/26
2/6/26
3 Wires
$90,000.00
$360,000.00
$9,000.00
$459,000.00
Michael V. Schlimmer
12/17/25 - $287,000.00
Check
Michael V. Schlimmer
12/17/25
1 Check
$247,000.00
12/17/25 - $459,250.00
Check
Johnson T. Tran
12/17/25 - $103,456.00
Wire
3/5/2026 - $93,143.00
WireRecall
Green Pony, LLC
12/15/25 - $2,132,480.23
12/24/25 - $1,225,954.65
12/24/25 - $1,225,954.65
12/26/25 - $256,091.98
Warren County Government
Patricia R. Laster
12/15/25 - 12/18/25
$492,850.00
Check + ACH
Patricia R. Laster
12/30/25 - $22,242.87
Cashier's Check
Patricia R. Laster
12/18/25 - $176,570.00
Check
12/15/25
1 Check
$198,860.00
Seizure
$439,931.71
George Reed, Inc.
Seizure
PENDING
$176,840.15
Gregory DiLorenzo

CASE NARRATIVES
&
SUPPLEMENTAL REPORTS

INV TYLER MORSE

SUPPLEMENTAL

Incident #25-25920
January 2, 2026
INV TJ Morse

On December 23, 2025 I was contacted by Inv. Sgt Affinito in regards to a fraud complaint involving the Warren County Government. I responded in while off duty to assist in the investigation. I met with Inv Sgt. Affinito and Inv. Maille at the Warren County Treasures Office where I was briefed on the incident. At this time, we met with Christine Norton the County Treasure and Monica Stark the Deputy Treasure. Norton and Stark explained what had happened and the steps that they had taken up to this point.

I obtained a written statement from Monica Stark in regards to her involvement. I also obtained a copy of the ACH Authorization Form, a copy of the IC3 Complaint Form that was submitted by Stark, along with a copy of the itemized invoices from Peckham's Road Corp. All copies have been attached to this supplemental.

Case Open. INV #997

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Monica I. Stark am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse of the Warren County Sheriff's Office. I'm employed at Warren County, 1340 State Route 9, Lake George, NY 12845, my telephone number is 518-761-6380, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am currently at the Warren County Treasures Office speaking with Investigator Morse and Maille of the Warren County Sheriff's Office.

I am the Deputy Treasure of Warren County at the Warren County Treasures Office. A part of my duties is approving payments to vendors and accounts payable batches that all come through the county.

There is a new process of sending ACH's to vendors that took place in the summer of 2025. The Warren County has a link on its website called ACH authorization form where vendor can opt to be paid via ACH instead of check and fill out their banking information. Warren County IT department created a program called Vinyl where these ACH Authorization forms are received. I did not realize that these forms are only viewed by the Treasurers' office. I assumed that they first go to the Department that deals with that particular vendor for validation.

When I log into the portal for the ACH the form pops up showing where I need to send the money to. Peckhams currently had an outstanding invoice payment that was due in the amount of 2.1 million dollars. Back in early December I spoke to Ellen Rose the accounting technician and she stated that this payment had to be taken care of through the ACH. Since she told me that I assumed that the Department of Public Works validated that new payment information and the county auditor's office approve and it's finally ready for the Treasurers office to initiate the payment.

I have never done this before so I was shown by our accountant Dan Donohue how to take the information from Vinyl and enter into our financial system for payment. I was not instructed to validate that the financial information was accurate. Generally my office approves paper checks that are sent out to the vendors and the accounts payable. This is a new process. Generally by the time the request gets to my office it has already been cleared by the proper channels. Once I saw the request and was shown how to submit the account information the payment was made to Peckhams for 2.1 million dollars. The form included the contact information for the payment and also the account number and the routing number.

I have provided the Sheriff's Office a copy of the request form that was submitted to for the ACH payment.

After that nothing else happened until today I was notified that DPW had called this office because Peckhams had reached out due to not receiving the payment. Peckhams was notified that the payment had been sent via the ACH back on December 12, 2025. This was determined to be a fraud as Peckhams had never sent this request out and they did not have the money

sent to them via the ACH transfer.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials_____

12/23/2025

Date

Signature

Witness

12/24/2025 Incident Summary – Fraudulent Peckham ACH payment

In the spring of 2025, the Treasurer's Office implemented a new process allowing vendors to elect payment by ACH. Due to personnel turnover within the department, the proper procedures and internal controls for this new process were not fully established or documented.

In December 2025, approximately four months after I began my new position, I was advised by the Accounting Technician that Peckham Corp had requested to be paid by ACH. This request was submitted through the Vinyl program set up by IT using a link posted on the County website. This was only the second vendor ACH request received since implementation of the new process; the first request was handled by my predecessor but no notes were left behind since the procedures for this process were not finalized.

I was shown by the accountant how and where to access the ACH Authorization Form in order to retrieve the banking information needed to update our financial system. At the time, I was not aware—nor was I advised—that the banking information submitted through this form had not been independently validated. I assumed the ACH payment process followed a similar control structure as the check process, beginning at the department level and including review by the County Auditor and the Treasurer's Office.

After updating the banking information in the financial system, an ACH payment in the amount of $2.1 million was issued on December 12, 2025. The Accounting Technician set up the payment in Business Online Banking, and I approved it.

On December 23, 2025, Peckham Corp contacted DPW inquiring about the status of their payment. At that point, we validated with Peckham that the banking information submitted on the ACH Authorization Form was fraudulent and that the ACH request did not originate from them.

At the same time, a second ACH payment in the amount of $1.2 million had been scheduled for release on December 24, 2025. Upon discovery of the fraud, we immediately contacted the bank and were instructed to initiate a reversal of the pending ACH. Arrow Bank advised us to complete IC3 forms for both ACH transactions—the $2.1 million payment issued on December 12 and the $1.2 million payment scheduled for December 24—for a total exposure of $3.3 million.

I completed and submitted the IC3 forms. A few hours later, I received a call from FBI Special Agent Danielle Ellis of the Albany Field Office, who requested additional information and a copy of the ACH Authorization Form containing the fraudulent banking details.

I also contacted the New York State Police to report the financial crime. Trooper Caitlin Nolan returned my call, obtained the details of the incident, and requested the same ACH documentation. She later emailed an incident form and advised that the matter had been forwarded to an investigator.

Subsequently, the Warren County Sheriff's Office was notified and assumed responsibility for the investigation. Investigator Affinito instructed me to notify Trooper Nolan that the case had been taken over by the Sheriff's Office. I later provided a formal deposition to Investigator Tyler Morse of the Warren County Sheriff's Office and supplied all requested documentation, including invoices, ACH backup materials, and related correspondence.

I take responsibility for the incident and should have questioned if the department of Public Works validated the ACH authorization form, especially knowing the amount of cybercrime businesses and financial institutions deal with on a daily basis.

ACH Authorization Form

Mark Completed

Pechihin Road Corp

Discover Bank

Rafael Diaz

347-272-9917

11/13/2025 10:45 AM

Public Works

Monica I Stark
Deputy Treasurer

Stark, Monica

From: Stark, Monica
Sent: Tuesday, December 23, 2025 7:37 PM
To: 'NOLAN, CAITLIN (TROOPERS)'
Subject: RE: Warren County

This case has been taken over by the WC Sheriff's office.

From: NOLAN, CAITLIN (TROOPERS) <Caitlin.Nolan@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 6:19 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: RE: Warren County

Warning: Unusual sender <caitlin.nolan@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good evening Deputy Treasurer Stark,

Attached please find the Incident Verification Form.

All information has been forward to our Investigators.

Thank you,

Caitlin Nolan
Trooper, SP Queensbury

New York State Police
398 Aviation Rd
Queensbury, NY 12804
518-745-1033 I kevin.bouyea@troopers.ny.gov

www.troopers.ny.gov

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 5:11 PM
To: NOLAN, CAITLIN (TROOPERS) <Caitlin.Nolan@troopers.ny.gov>
Subject: Warren County

You don't often get email from starkm@warrencountyny.gov. Learn why this is important

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

Hi Caitlin,

CF-8 (Rev 08/24)

Report of Incident Verification

Incident #: NY2501294886 | Incident Date: 11/13/2025

NOTICE: This form is to be given to the crime victim or complainant ONLY. It will serve as verification that this incident was reported to the New York State Police. The Injury, Property Damage, Property Loss (Missing or Stolen), and Associated Monetary Values indicated below represent information supplied to us by the victim, complainant, owner, or representative. If an Incident Report is submitted, attach this form as an enclosure. Otherwise, retain with case notes

This is NOT an Incident Report or Criminal Investigation Report

DO NOT LIST ANY SUSPECTS OR ARRESTED PERSONS ON THIS FORM

Incident Details

Investigating Member (Last, First, MI)	Rank	Troop	Station
Nolan, Caitlin, R.	Trooper	G	SP Queensbury

Date Reported	Time Reported	Location or Address of Reported Incident
12/23/2025	2:23 pm	1340 State Route 9, Lake George, NY 12845

Type of Incident Reported: **Grand Larceny 1st Degree and Falsifying Business Records**

Person Details

Name (Last, First, MI)	Complainant	Victim	Owner	Rep. of Owner
Stark, Monica, I.	☑	☐	☐	☐

Address	City	State	Zip
1340 State Route 9	Lake George	NY	12845

Synopsis of Report Made by Complainant (Check boxes that apply)

Injury ☐	Type:			
	Sustained by:	Criminal Act ☐	Accidental Act of Other ☐	
		Reckless/Negligent Act of Other ☐	Trip/Slip/Fall ☐	
Damage ☐	Type:		Value:	
Theft ☑	Property Stolen: **Money**			
	Total Value of Property: **$ 2,132,480.23**			
	List Property Recovered:			
	List Damages to Property Recovered:			

Brief Synopsis/Additional Information: (*REMINDER: DO NOT LIST ANY SUSPECTS OR ARRESTED PERSONS*)

Warren County Treasurer's Office reported that on 11/13/2025 at 10:45am, they received a ACH Authorization Form from an individual acting as a representative of Peckham Industries. The funds were wired to a Discover Bank account on December 12, 2025 for a total amount of $2,132,480.23 The Treasurer's Office was notified today that they never received the money sent nor did they sent in a ACH Authorization Form for the funds. Additionally, they stated that the individual that put the request in does not work for their company. Treasurer's Office was advised to complete a IC-3 which was completed.

Signature of Member Completing Form: Trooper Caitlin R. Nolan — Digitally signed by Trooper Caitlin R. Nolan Date: 2025.12.23 16:14:19 -05'00'

Central Records Bureau Verification:

*For further information on how to request copies of reports, go to: http://troopers.ny.gov/foil-requests.

Please see below and confirm that you received my email. Thanks.

ACH Authorization Form

Mark Completed

Company Name	Peckham Road Corp
Address	438 Vaughn Road
City	Hudson Falls
State	New York
Zip	12389
Contact Person	Rafael Diaz
Contact Phone	347-272-9617
Contact Email	rdiaz@peckhamroadcorp.com
Date Submitted	11/13/2025 10:45 AM
Date Sent	
Sent By	
Department Providing W-9	Public works

Id	
Routing	
Institution	
Deposit	
Deposit	
Deposit	
Deposit	
Date Sign	
Signed By	
Routing	
Account	

Monica I Stark, CPA
Deputy County Treasurer
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845
518-761-6380

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Your IC3 Complaint

Submission ID:	2da533ae78524d6cb13a5fb0d1178fab
Date Filed:	12/23/2025 2:21:01 PM EST
Were you the one affected in this incident?	No

Your Contact Information

Name:	Monica I Stark
Business Name:	Warren County
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Complainant Information

Name:	Monica I Stark
Address:	1340 State Route 9
City:	Lake George, NY

Country:	United States of America
State:	New York
Zip Code/Route:	12845
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Business Information

Is this on behalf of a business that was targeted by a Cyber incident?	Yes
Business Name:	Warren County
Is the incident currently impacting business operations?	No
Business IT POC:	Monica Stark
Other Business POC:	Christine Norton
If your business or organization is defined as a critical infrastructure entity, select the sector below:	Government Facilities
If known or applicable, please select the critical infrastructure subsector:	Local Government Facility

Financial Transaction(s)

Did you send or lose money in the incident?	Yes
What was your total loss amount?	3,358,434.88
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	2,132,480.23
Transaction Date:	12/12/2025
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St
Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account

Originating Account Number:	
Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	
	• • • •
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	1,225,954.65
Transaction Date:	12/23/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St

Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account
Originating Account Number:	
Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	

Information About The Subject(s)

Name:	Rafael Diaz
Business Name:	Peckham Road Corp
Address:	438 Vaughn Rd
City:	Hudson Falls

Country:	United States of America
State:	New York
Zip Code/Route:	12389
Phone Number:	3472729617
Email Address:	rdiaz@peckhamroadcorp.com

Description of Incident

Provide a description of the incident and how you (or those you are filling this out on behalf of) were victimized. Provide information not captured elsewhere in this complaint form:

We have received an ACH authorization form directing to ACH funds. No one called to confirm the info was accurate. It was fraudulent.

Other Information

Is this an update to a previously filed complaint?	No

Privacy & Signature:

The collection of information on this form is authorized by one or more of the following statutes: 18 U.S.C. § 1028 (false documents and identity theft); 1028A (aggravated

identity theft); 18 U.S.C. § 1029 (credit card fraud); 18 U.S.C. § 1030 (computer fraud); 18 U.S.C. § 1343 (wire fraud); 18 U.S.C 2318B (counterfeit and illicit labels); 18 U.S.C. § 2319 (violation of intellectual property rights); 28 U.S.C. § 533 (FBI authorized to investigate violations of federal law for which it has primary investigative jurisdiction); and 28 U.S.C. § 534 (FBI authorized to collect and maintain identification, criminal information, crime, and other records).

The collection of this information is relevant and necessary to document and investigate complaints of Internet-related crime. Submission of the information requested is voluntary; however, your failure to supply requested information may impede or preclude the investigation of your complaint by law enforcement agencies.

The information collected is maintained in one or more of the following Privacy Act Systems of Records: the FBI Central Records System, Justice/FBI-002, notice of which was published in the Federal Register at 63 Fed. Reg. 8671 (Feb. 20, 1998); the FBI Data Warehouse System, DOJ/FBI-022, notice of which was published in the Federal Register at 77 Fed. Reg. 40631 (July 10, 2012). Descriptions of these systems may also be found at www.justice.gov/opcl/doj-systems-records#FBI. The information collected may be disclosed in accordance with the routine uses referenced in those notices or as otherwise permitted by law. For example, in accordance with those routine uses, in certain circumstances, the FBI may disclose information from your complaint to appropriate criminal, civil, or regulatory law enforcement authorities (whether federal, state, local, territorial, tribal, foreign, or international). Information also may be disclosed as a routine use to an organization or individual in both the public or private sector if deemed necessary to elicit information or cooperation from the recipient for use by the FBI in the performance of an authorized activity. "An example would be where the activities of an individual are disclosed to a member of the public in order to elicit his/her

assistance in [FBI's] apprehension or detection efforts." 63 Fed. Reg. 8671, 8682 (February 20, 1998).

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Monica I Stark

ACH Authorization Form

Delete

Mark Completed

Peckham Road Corp

438 Vaughn Road

Hudson Falls

New York

12389

Rafael Diaz

347-272-9617

rdiaz@peckhamroadcorp.com

11/13/2025 10:45 AM

Public works

Discover Bank

11/13/2025 10:45 AM

Rafael Diaz

ARROWBANK

Deposit Account Reporting

Deposit Accounts Activity Summary

Report Created: 12/23/2025 07:13:51 PM (ET)

Account: General Account - Checking - - Available $2,332.53

Date Range: 12/01/2025 to 12/23/2025

Transaction Types: All Transactions

Detail Option: Includes transaction detail

Total By Day: Includes total by day within the selected date range

General Account - Checking - - Available $2,332.53

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Ending Balance
12/15/2025	21302550604034		PREAUTHORIZED ACH DEBIT WARREN COUNTY/PAY INV WARREN COUNTY	$2,132,480.23		
12/15/2025	Total Calculated Debits (1 item)			$2,132,480.23		
12/23/2025	Totals			$2,132,480.23	$0.00	

Showing 1 - 1 of 1

SUPPLEMENTAL

Incident #25-25920
January 6, 2025
INV TJ Morse

January 2, 2026

Myself and Investigator Maille attempted to speak to and obtain a written statement from Ellen Rose an employee of the Warren County Treasurer Department. While at the Warren County Treasurer we were advised that she had the day off and that she was expected to be returning to work on Monday, January 5, 2026. While we were at the Treasurer Office we further inquired if Christine Norton was in for the day. We were advised that she had not come to work yet and they did not know what time she was planning on coming in today.

Investigator Maille and I spoke with Chris Povie, an employee of the Warren County IT Department. We were attempting to get call records or reports for the desk line for Warren County employee Ellen Rose. Chris Povie did not have access to those records. All the employees that had access to that were off for the day. Povie obtained Maille's information and was going to pass the request along.

We then spoke to and obtained a written statement from Carla Sherman, an employee of the Warren County Auditors Department. A copy of the written statement is attached to this supplemental.

While leaving the Warren County Municipal Center complex we attempted to make contact with Christine Norton again. This time we were advised that she was currently now in her office. Norton invited Investigator Maille and myself into her office where she began to talk. She further advised that she had retained her own attorney. The conversation was recorded by Investigator Maille with his pocket recorder.

Case Open.

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Carla D. Sherman am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse and Maille of the Warren County Sheriff's Office. I am employed at, Warren County, 1340 State Route 9, Lake George, NY 12845; my telephone number is 518-761-6413, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I work for the Warren County Auditors Office. I have been the County Auditor for approximately 10 years. I handle the DPW side of accounts payable.

On or around December 1, 2025 I received three invoices from the Warren County Public Works for accounts payable to Peckham Road Corp. When I get the invoices they have already been signed off by a Department Employee verifying the work or services have been performed satisfactory. These three had been signed off by Warren County Department of Public Works, Ed Doughney.

I review to make sure the sign off is there and that we have a contract in place that has been approved by the board. I must ensure that the invoice matches the contract. I reviewed all three of these invoices and verified that they matched the contract that was put into place by the County Attorney's office based on a Board resolution.

After I verify that the invoices match I send it back to DPW for an additional second approval. Generally I receive the invoice with the first approval. Once I verify the amount is correct it will go back to the department for a second approval. It will then go back to me for my final approval once there are two electronic approvals in "New World" the system that we use here for these invoices/ accounts payable. I received these two approvals for this project. I have printed off these New World entries and approvals along with an email thread that I was apart of in regards to this approval. I provided these copies to the Sheriff's Office.

There were two batches total for Peckham. One batch contained three invoices for $2,132,480.23. The second batch had two invoices for a total of $1,225,954.65. These batches with approvals are hand delivered to the Treasures Office. This process is the same for everything the county pays that goes through this office. Our process is the same regardless of how the Treasures Office makes payment. We have no part in the process of the Treasures Office making these payments. The system of checks and balance is designed that way. Our only involvement is the approval process for the amount to be paid by the county.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials CS

1/21/2026
Date

Signature

Witness #1423

Sherman, Carla

From: Sherman, Carla
Sent: Wednesday, December 3, 2025 11:49 AM
To: Doughney, Edward
Cc: Barlow, Tamara; Kocsis, Ann
Subject: RE: Change Order - Peckham Road Corp.

Ahhh! Sorry about that. Everything lines up now.

This is all set for both approvals.

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 3, 2025 11:17 AM
To: Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: RE: Change Order - Peckham Road Corp.

Well I think I see the problem...

We have two contracts with Peckham Road Corp. One is for the projects under WC 2-25 and the other for projects under WC 29-25. The Diamond Point Road project is under WC 29-25.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Wednesday, December 3, 2025 9:30 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: RE: Change Order - Peckham Road Corp.

Well that explains why I couldn't find it. My pdf only has 4 pages. Can you send me page 5?

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 3, 2025 6:41 AM
To: Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: RE: Change Order - Peckham Road Corp.

Carla,

The change to project 25-4 is included in this CO. See page 5 of the pdf.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works

Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Monday, December 1, 2025 2:24 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: RE: Change Order - Peckham Road Corp.

Is there another change order for this contract? Project #25-4 is only $441,354.60 per contract but inv #25-2577-01 is $520,574.65.

Thank you,
~Carla

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, November 19, 2025 6:40 AM
To: Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Barlow, Tamara <BarlowT@warrencountyny.gov>
Subject: Change Order - Peckham Road Corp.

Carla,

Attached for your files is Change Order 2 with Peckham Road Corp in regards to WC 2-25. This should be the final CO under this contract and a net deduct of $390,971.23 to the total contract.

Let me know if you have any questions.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

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Invoice Batch

Batch Department	DPW_DPW Admin - DPW_DPW Administration
Batch Date	12/01/2025
Batch Number	2025-00002773
Batch Description	Tams Peckham Road Batch
Created by User	Tamara Barlow

Invoice

Status	Paid
Invoice Department	DPW_DPW Admin - DPW_DPW Administration
Invoice Number	25-2516-06
Invoice Description	2025 Highway Projects (8369, 8370)
Invoice Date	10/21/2025
Due Date	12/01/2025
G/L Date	12/01/2025
Received Date	
Terms	
Hold Payment Reason	

Payment Information

Bank Account	General
Payment Type	EFT
Payment Number	5787
Payment Date	12/15/2025
Confirming EFT	
Manual Check	
Check Sort Code	
Check Code	

Remittance Information

Vendor	11631 - PECKHAM ROAD CORP
Contact Name	PECKHAM ROAD CORP
Description	
Address	PO BOX 1055 ALBANY, NY 12201
Email Address	

Invoice Net Amount

Invoice Amount	$1,065,121.31
Discount	
Freight	
State Tax	
County Tax	
City/Local Tax	
Retainage	
Invoice Net Amount	$1,065,121.31

Level 1 (2) Ann Kocsis, Tamara Barlow

Level 2 (1) Carla Sherman

Level 3 (1) Ellen Rose

Documents Notes

Invoice Batch

Batch Department	**DPW_DPW Admin - DPW_DPW Administration**
Batch Date	**12/01/2025**
Batch Number	**2025-00002773**
Batch Description	**Tams Peckham Road Batch**
Created by User	**Tamara Barlow**

Invoice

Status	**Paid**
Invoice Department	**DPW_DPW Admin - DPW_DPW Administration**
Invoice Number	**25-2517-06**
Invoice Description	**2025 Highway Projects (8371, 8372, 8375) 6/23/25-8/9/25**
Invoice Date	**10/21/2025**
Due Date	**12/01/2025**
G/L Date	**12/01/2025**
Received Date	
Terms	
Hold Payment Reason	

Payment Information

Bank Account	**General**
Payment Type	**EFT**
Payment Number	**5787**
Payment Date	**12/15/2025**
Confirming EFT	
Manual Check	
Check Sort Code	
Check Code	

Remittance Information

Vendor	**11631 - PECKHAM ROAD CORP**
Contact Name	**PECKHAM ROAD CORP**
Description	
Address	**PO BOX 1055** **ALBANY, NY 12201**
Email Address	

Invoice Net Amount

Invoice Amount	**$546,784.27**
Discount	
Freight	
State Tax	
County Tax	
City/Local Tax	
Retainage	
Invoice Net Amount	**$546,784.27**

Level 1 (2) Ann Kocsis, Tamara Barlow

Level 2 (1) Carla Sherman

Level 3 (1) Ellen Rose

Invoice Batch

Batch Department	DPW_DPW Admin - DPW_DPW Administration
Batch Date	12/01/2025
Batch Number	2025-00002773
Batch Description	Tams Peckham Road Batch
Created by User	Tamara Barlow

Invoice

Status	Paid
Invoice Department	DPW_DPW Admin - DPW_DPW Administration
Invoice Number	25-2577-01
Invoice Description	25 Highway Project/8382 CR 35 Diamond Point Rd 9/22/25-10/27/25
Invoice Date	11/04/2025
Due Date	12/01/2025
G/L Date	12/01/2025
Received Date	
Terms	
Hold Payment Reason	

Payment Information

Bank Account	General
Payment Type	EFT
Payment Number	5787
Payment Date	12/15/2025
Confirming EFT	
Manual Check	
Check Sort Code	
Check Code	

Remittance Information

Vendor	11631 - PECKHAM ROAD CORP
Contact Name	PECKHAM ROAD CORP
Description	
Address	PO BOX 1055 ALBANY, NY 12201
Email Address	

Invoice Net Amount

Invoice Amount	$520,574.65
Discount	
Freight	
State Tax	
County Tax	
City/Local Tax	
Retainage	
Invoice Net Amount	$520,574.65

Level 1 (2) ✓ Ann Kocsis ✓ Tamara Barlow

Level 2 (1) ✓ Carla Sherman

Level 3 (1) ✓ Ellen Rose

Invoice Batch

Batch Department	DPW_DPW Admin - DPW_DPW Administration
Batch Date	12/11/2025
Batch Number	2025-00002892
Batch Description	Peckham's Batch for 12/15/25
Created by User	Ann Kocsis

Invoice

Status	Paid
Invoice Department	DPW_DPW Admin - DPW_DPW Administration
Invoice Number	25-2520-01
Invoice Description	2025 Highway Project/8378 CR 60 Old Stage Road 9/3/25-11/7/25
Invoice Date	11/12/2025
Due Date	12/11/2025
G/L Date	12/11/2025
Received Date	
Terms	
Hold Payment Reason	

Payment Information

Bank Account	General
Payment Type	Check
Payment Number	310869
Payment Date	12/24/2025
Confirming EFT	
Manual Check	
Check Sort Code	
Check Code	

Remittance Information

Vendor	11631 - PECKHAM ROAD CORP
Contact Name	PECKHAM ROAD CORP
Description	
Address	PO BOX 1055 ALBANY, NY 12201
Email Address	

Invoice Net Amount

Invoice Amount	$1,005,646.59
Discount	
Freight	
State Tax	
County Tax	
City/Local Tax	
Retainage	
Invoice Net Amount	$1,005,646.59

Level 1 (2) Ann Kocsis Tamara Barlow

Level 2 (1) Carla Sherman

Level 3 (1) Ellen Rose

Invoice Batch

Batch Department	DPW_DPW Admin - DPW_DPW Administration
Batch Date	12/11/2025
Batch Number	2025-00002892
Batch Description	Peckham's Batch for 12/15/25
Created by User	Ann Kocsis

Invoice

Status	Paid
Invoice Department	DPW_DPW Admin - DPW_DPW Administration
Invoice Number	25-2576-01
Invoice Description	2025 Highway Project/8381 CR 28 Corinth Rd 10/22/25-11/5/25
Invoice Date	11/13/2025
Due Date	12/11/2025
G/L Date	12/11/2025
Received Date	
Terms	
Hold Payment Reason	

Level 1 (2) Ann Kocsis, Tamara Barlow

Level 2 (1) Carla Sherman

Level 3 (1) Ellen Rose

Payment Information

Bank Account	General
Payment Type	Check
Payment Number	310869
Payment Date	12/24/2025
Confirming EFT	
Manual Check	
Check Sort Code	
Check Code	

Remittance Information

Vendor	11631 - PECKHAM ROAD CORP
Contact Name	PECKHAM ROAD CORP
Description	
Address	PO BOX 1055 ALBANY, NY 12201
Email Address	

Invoice Net Amount

Invoice Amount	$220,308.06
Discount	
Freight	
State Tax	
County Tax	
City/Local Tax	
Retainage	
Invoice Net Amount	$220,308.06

Documents

Payment Information

Bank Description	**Arrow Bank**
Bank Account Description	**General**
Source	**Accounts Payable**
Current Status	**Open**
EFT Number	**5787**
Amount	**$2,132,480.23**
Payment Date	**12/15/2025**
Payee	**PECKHAM ROAD CORP**
Payment Message	

D - County Road	D 200.01 - Cash - General	$2,132,480.23

1 50

PECKHAM ROAD CORP	25-2516-06	10/21/2025	$1,065,121.31
PECKHAM ROAD CORP	25-2517-06	10/21/2025	$546,784.27
PECKHAM ROAD CORP	25-2577-01	11/04/2025	$520,574.65

Payment Date **12/23/2025**
Void Date **12/23/2025**
Void Payment Reason **Other**
Payee **PECKHAM ROAD CORP**
Payment Message

Contains	Contains...	Equals
D - County Road	D 200.01 - Cash - General	$1,225,954.65

1 50

Contains	Contains...	On	Equals
PECKHAM ROAD CORP	25-2520-01	11/12/2025	$1,005,646.59
PECKHAM ROAD CORP	25-2576-01	11/13/2025	$220,308.06

1 50

Contains	Contains...	Contains...	Contains...

SUPPLEMENTAL

Incident #25-25920
January 7, 2026
INV TJ Morse

January 5, 2026

On the above date I met with Johnny Griffin from the NYSP Cyber Analysis Unit. Investigator Maille and I went to the Warren County IT Department in the Human Services Building with Griffin. Griffin and his unit were able to work with the IT department to obtain the necessary data and information that they were looking to retrieve.

I was present during a conference call with Arleen Girard from Arrow Bank. During the conversation with Arrow Bank they advised that they had to confirm several things that were asked of them. It was further determined that a subpoena may be necessary for them to release any further information. A copy of my notes from during the conference call is attached to this supplemental.

Investigator Maille and I interviewed Ellen Rose who is an employee of the Warren County Treasure's Office. A written statement was obtained from Rose.

Investigator Maille and I went to Peckhams Industries, 438 Vaughn Rd, Hudson Falls. We spoke to Jordan Mills, the VP of Construction. While speaking to Mills he had Damian Murphy the CEO and President of the company on speaker phone. After the conversation was complete Mills advised that he would be providing Investigator Maille with additional information via email.



1/5/26 - morning

IT ini NKSP unendingly retrieved data

25-25920

Notes from Conference Call Arrow Bank - In Merge 449

Conference call w/ Arrow Bank

Arrow Bank Hold Harmless letter rejected the funds back

1,225 ~~MS~~ million returned back to the county

rest of money sent to Discover

↳ After that transaction other banks to handle Arrow will be the situation

(county) $2 mil in April

2 million - once they call the customer

→ Called county, confirmed the payment to go through

Unknown if they can release who called county.

→ Will check to see if need subpoena before releasing that information.

SUPPLEMENTAL

Incident #25-25920
January 9, 2026
INV TJ Morse

January 8, 2026

I interviewed Edward Doughney with Warren County DPW. He is the Senior Civil Engineer for DPW. I obtained a written statement from Doughney which is attached to this supplemental. Doughney also forwarded me copies of an e-mail chain that he was in with Peckhams discussing the payment. A copy of that email is attached to this supplemental.

I interviewed Ann Marie Kocsis with Warren County DPW. She is the Senior Account Clerk for DPW. I obtained a written statement from Kocsis which is attached to this supplemental. Kocsis forwarded and provided to me every email that she had which she could find that dealt with this payment to Peckhams or communications in regards to the ACH. All the emails have been printed and a copy has been attached to this supplemental.

Inv #941

FBI ALBANY

DANIELLE
ELLIS

dellis@fbi.gov

State of New York)
County of Warren) ss.
Town of Warrensburg)

Warren County Sheriff's Office

Incident #25-25920

I, Edward J. Doughney am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse of the Warren County Sheriff's Office. I'm employed at Warren County, . Warrensburg, NY 12885, my telephone number is , my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the Senior Civil Engineer with Warren County Department of Public Works. A part of my everyday duties would include reviewing and approving invoices for services. The first part of my job is creating a contact with a contractor for a service for the county that ultimately will have to get approval from the board. The next step is overseeing the work once it is approved and ensure that it fulfills the duties of the contact. The final step would be reviewing and approving payments pursuant to the contract. Once the payment is approved it goes down stairs to the fiscal office of the DPW. They then move it along to the next steps within the county. I am not part of the actual issuance of the funds to the vendor.

My job is to review the aspects of the job and ensure the vendor or contract did everything that was part of the contract. Once they have fulfilled all their duties I give the "ok" that they may be paid for the contracted services. I do not write the checks or make the payments to the vendors for the services.

Peckham Industries had several bids that they won for road projects in the county this past road work season for 2025. Those road work projects were completed in conformance of the contract. I reviewed the invoices for these projects and approved the payments. Once I approved the payments I sent them downstairs for further processing. I took no further steps in this process.

Starting on November 20, 2025 an email chain was started between Peckham and myself in regards to them wondering when they were going to be getting paid. Over the course of several weeks they were inquiring about the payment. I then advised them that the payment had been approved and that it was sent via an electronic payment. They did not question the electronic payment but told me that they had not received it.

The email chain continues over discussion of the payment and where it is. The email chain concludes on December 23, 2025 when it was discovered there was a fraudulent transaction. I have forwarded this email chain to Investigator Morse.

It was brought to my attention once the investigation into the fraud started that I had received an email from Peckham in regards to a warning of potentional fraudulent activity. I do not remember or recall getting this email. I have checked my email server and it is not there. I also checked my deleted emails and it is not there as well. If I did receive it I do not remember it. I get a lot of emails from Peckhams since we usually have a lot of contracts with them. Usually the emails are sent from specific people. I was told that this one was from communications@peckhams.com. I do not recall ever getting any emails from that address from Peckhams. If I got an email from that address I would think it is a marketing email and may have

overlooked it. I was told by the IT department that I definitely received that email. If that's the case that would have been the first time receiving once from that specific email address from Peckhams.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials

1/8/2026
Date

Signature

Witness #1447

Morse, Tyler J

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Thursday, January 8, 2026 10:31 AM
To: Morse, Tyler J
Subject: FW: Payments to PRC
Attachments: RE: Cust#194241, Aging Invoices

As discussed

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Doughney, Edward
Sent: Tuesday, December 30, 2025 7:30 AM
To: Affinito, Edward (Sheriff) <Edward.Affinito@WarrenCountySheriffNY.us>
Cc: Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>
Subject: Payments to PRC

Good morning Ed,

The attached file contains the email correspondence leading up to the discovery of the electronic transfer in question. This thread continues beyond this point but the discussion focuses on reissuance of payment and coordinating the pickup of the check by the contractor.

Don't hesitate to contact me at either of my numbers below to discuss.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Morse, Tyler J

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 11:39 AM
To: Matt Dorman; Doughney, Edward; Elizabeth Lennon
Cc: Jenny Cooper; Dominique Bisignano; Kevin Grimm
Subject: RE: Cust#194241, Aging Invoices

Matt,

Per our conversation, please contact our Deputy treasurer, Monica, at (518) 761-6380.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kevin@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.

The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015



https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <[redacted]>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

From: Matt Dorman <[redacted]>
Sent: Friday, December 19, 2025 1:26 PM
To: Doughney, Edward <[redacted]>; Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

	Trans Date	Check No	Inv Amount
Warren County Highway Dept - VP Cust# 194241			
	12/1/25	310197	340.2
	12/17/25	310465	2,588.4

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM INDUSTRIES, INC.
https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann

<
>
Cc: Jenny Cooper <
>
Subject: Re: Cust#194241, Aging Invoices

Warning: Unusual sender <
>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

It may mean it needs further approval within Accounts Payable to move toward being released.

Get

From: Doughney, Edward <
>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <
>; Kocsis, Ann <
>
Cc: Jenny Cooper <
>; Matt Dorman <
>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <
>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <
>; Kocsis, Ann <
>
Cc: Jenny Cooper <
>; Matt Dorman <
>
Subject: RE: Cust#194241, Aging Invoices

External sender <
>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist

Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <[redacted]>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>; Matt Dorman <[redacted]>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.

Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 12/01/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,188.20				
25-2516-06	10/21/25	1	JB App #6	1,087,116.71			1,087,116.71	
25-2517-06	10/21/25	1	JB App #6	548,784.27			548,784.27	
25-2577-01	11/04/25	1	JB App #1	520,674.66		520,674.66		
25-2579-02	11/04/25	1	JB App #2	3,798.74		3,798.74		
1234216	11/12/25	91	Material Sales	128.32	128.32			
25-2520-01	11/12/25	1	JB App #1	1,006,646.59	1,006,646.59			
1234656	11/13/25	91	Material Sales	135.44	135.44			
1234658	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2578-01	11/13/25	1	JB App #1	220,308.06	220,308.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,648.31	1,228,543.14	524,373.39	1,633,899.98	

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer

Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <[redacted]>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <[redacted]>; Kocsis, Ann <[redacted]>
Cc: Jenny Cooper <[redacted]>
Subject: Cust#194241, Aging Invoices

Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

Customer: 194241 Warren County Highway Dept.								Contact : Ed/AnnMarie
			Last Payment Date: 11/18/25					Phone: 5
24-2061-03*	08/08/24	1	JB App #3	-4,168.20				
25-2516-06	10/21/25	1	JB App #6	1,087,115.71		1,087,115.71		
25-2517-06	10/21/25	1	JB App #6	546,784.27		546,784.27		
25-2577-01	11/04/25	1	JB App #1	520,674.65	520,674.65			
25-2579-02	11/04/25	1	JB App #2	3,798.74	3,798.74			
1232990	11/06/25	91	Material Sales	340.23	340.23			
1234216	11/12/25	91	Material Sales	126.32	126.32			
25-2520-01	11/12/25	1	JB App #1	1,005,646.59	1,005,646.59			
1234655	11/13/25	91	Material Sales	135.44	135.44			
1234656	11/13/25	35	Material Sales	1,333.03	1,333.03			
25-2576-01	11/13/25	1	JB App #1	220,306.06	220,306.06			
1235528	11/17/25	35	Material Sales	991.70	991.70			
Total For Customer 194241				3,382,968.54	1,753,256.76	1,633,899.98	0.00	

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027



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State of New York)
County of Warren) ss.
Town of Warrensburg)

Warren County Sheriff's Office

Incident #25-25920

I, Ann Marie Kocsis am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse of the Warren County Sheriff's Office. I am employed at, Warren County, Warrensburg, NY 12885; my telephone number is , my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the Senior Account Clerk for Warren County working at the DPW in Warrensburg. I take most of our bills and payments that are needed here at the DPW and input them into a batch in the invoice system. These then get sent down to the Auditors Office for final review and then payment. I am not the one that actually makes the payments. I am in contact with our vendors and the people that need to get paid. Generally, if there is a change it will come from me. For example, if a company's remit to address changes I will see it on the invoice and verify this change and send it down the chain for input into the invoice system.

I was part of an email chain with Peckhams Industries that Ed Doughney was also a part of. The email chain was discussing payments to Peckhams for road work that was finalized and they were looking for their payment. I was not directly responding in these emails, I am only included to respond regarding the materials portion. Generally, these bills for the road work I am not a part of. I usually handle the material side of the invoices.

Eventually on December 23, 2025 I saw that Ed responded that he was going to look into the status of the payment. Ed does not usually handle the accounting side of things so I let him know as the accountant I can look into it. I then contacted the Treasures Office and the Auditors Office asking them the account number for where the payments were sent. The Auditors Office and Treasures Office responded with the documents showing the account numbers for where the money came from and went to. The Auditors Office sent me the document showing where the payment came from and went to, I blacked out our information and sent the rest of it to Peckhams, I believe his name is Matt Dorman. Eventually after some going back and forth with Dorman it was confirmed that was not their account numbers. I contacted the Treasures Office right away and let them know the money sent was not to an account number associated with Peckhams. The Treasurers Office sent me the completed ACH Authorization form showing an ACH change that was entered. Dorman also advised that was not their email address and they said the name on the form was not accurate either. This part was not over email but over the phone with Matt Dorman.

At that point I took no other steps in this process once I let the Treasures Office know. I did let the Treasures Office know that the last payment, the 1.2 million needed to be stopped since that was to the wrong account as well.

Back on November 20, 2025 I received an email from the Auditors Office advising that Peckham would be paid by ACH and to use the primary address when paying. This was already entered into the system.

I will be sending all the emails I have in regards to this incident and issue to Investigator Morse.

After this incident happened I was talking to Matt Dorman further he said he sent out an email back in July warning about this fraud. I did not remember this email ever coming to my office. Once he mentioned that, I did find the email that was sent to me back in July. In the email it mentioned at the top that I do not usually received emails from this address. When I saw that I must have not paid much attention to the email. I assumed it was a junk or spam email because of that notice so I just continued on. It was insignificant at the time which is why I never remembered it.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials

11/8/2026
Date

Signature

Witness

Morse, Tyler J

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Thursday, January 8, 2026 12:02 PM
To: Morse, Tyler J
Subject: FW: Peckham

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Thursday, November 20, 2025 2:59 PM
To: Barlow, Tamara <BarlowT@warrencountyny.gov>
Cc: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Subject: Peckham

Ellen called me a couple days ago to let me know that Peckham Road Corp has requested to be paid by ACH going forward. Not sure if they contacted you or not. Please put any payments to them in a separate batch so it's easier for us to track in our spreadsheets. You shouldn't need to do anything else other than make sure you use the primary address that has the banking information.

Carla Sherman, CIA, IAP
Warren County Auditor
1340 State Route 9
Lake George, NY 12845
518-761-6413

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Morse, Tyler J

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Thursday, January 8, 2026 12:01 PM
To: Morse, Tyler J
Subject: FW: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Peckham Industries <communications@peckham.com>
Sent: Monday, July 21, 2025 2:30 PM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Warning: Unusual sender <communications@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

PECKHAM
INDUSTRIES, INC.

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.

We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These **fraudulent emails** often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have **not** changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:

On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.

If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at fraud@peckham.com or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Letter to Business Partners

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172 Prospect Hill Road, Brewster, NY, 10509
Tel: (914) 949-2000

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

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Morse, Tyler J

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Thursday, January 8, 2026 11:55 AM
To: Morse, Tyler J
Subject: FW: Peckham Road Corp

Sent via the Samsung Galaxy S23+ 5G, an AT&T 5G smartphone

-------- Original message --------
From: "Urrico, Morgan" <urricom@warrencountyny.gov>
Date: 12/23/25 11:19 AM (GMT-05:00)
To: "Kocsis, Ann" <kocsisa@WarrenCountyNY.gov>
Subject: Peckham Road Corp

Hello Ann,

Please see a screenshot of what we have for the ACH Authorization Form, which is completed by the vendor.
Thank you!

ACH Authorization Form

Mark Completed

Company Name	Peckham Road Corp
Address	438 Vaughn Road
City	Hudson Falls
State	New York
Zip	12389
Contact Person	Rafael Diaz
Contact Phone	347-272-9617
Contact Email	rdiaz@peckhamroadcorp.com
Date Submitted	11/13/2025 10:45 AM
Date Verified	
Verified By	
Department Working With	Public works

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Lennon <elenn@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Good Morning All-

I think due to the weather and the current state of my driveway alone, I am going to hold off pick up until tomorrow morning.
Please stay safe to anyone that does need to go out in this weather!

Thank you,
Jenny

On Dec 28, 2025, at 2:10 PM, Matt Dorman <mdorm@peckham.com> wrote:

Hi Ann,

The plan, weather permitting is Jenny Cooper handling tomorrow around 1pm. Jenny is on this email thread.

Regards,

Get Outlook for Android

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Friday, December 26, 2025 1:27:57 PM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will pass the information along to the treasurer office regarding who will pick up the check. Please let me know if any of the names change.

You will be going to the Municipal Center at 1340 State Rt. 9, Lake George NY. Enter through the DMV entrance and the Treasurers Office will be just past DMV on your right.

Thank You
AnnMarie Kocsis

Sent via the Samsung Galaxy S23+ 5G, an AT&T 5G smartphone

-------- Original message --------
From: Matt Dorman <mdorm@peckham.com>
Date: 12/26/25 10:29 AM (GMT-05:00)
To: "Kocsis, Ann" <kocsisa@WarrenCountyNY.gov>, "Doughney, Edward" <DoughneyE@warrencountyny.gov>, Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>, Dominique Bisignano <dbisi@peckham.com>, Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ann, We are aiming to visit your office on Mon 12/29 for the pickup. For now, it is very likely one of the persons will be our VP and General Counsel, Jen Harvey. Jen might be accompanied by Jenny Cooper of the local PRC office. I wil
Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.
Hi Ann,

We are aiming to visit your office on Mon 12/29 for the pickup.

For now, it is very likely one of the persons will be our VP and General Counsel, Jen Harvey. Jen might be accompanied by Jenny Cooper of the local PRC office.

I will confirm later.

Is there a good time to plan for? Same office address as what is in your email? Upon arrival ask for yourself or Treasury?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<Outlook-h2endm5g.png>
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 12:08 PM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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That works. I will be out of the office until 12/29 but still will be able to send and receive emails.

Once I have confirmation that the check for the $2.1M is ready, I will be looking for the same information about who will be picking the check up and when.

Thank You

AnnMarie Kocsis
Senior Account Clerk | Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 12:05 PM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Thanks Ann. I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup. I recall the $2.1M wont be available until Jan 2 nd at the earliest. I will look to connect with you on 12/26. Regards, Matt Dorman Director of Credit
Warning: Unusual link
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Thanks Ann.

I expect by Friday 12/26 we can let you know who from Peckham can handle the pickup.

I recall the $2.1M wont be available until Jan 2nd at the earliest.

I will look to connect with you on 12/26.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image009.jpg>
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 11:42 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm

<kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

Unfortunately FedEx is not an option. Someone can pick the check up on either Monday or Tuesday. I will just need to know who will be picking up the check and when so we make sure it goes to the correct person.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830
F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 11:13 AM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

We should have the check available for pickup in the Treasurer's Office on Friday, 12/26. Ann will confirm the details with you once we receive word back from the Treasurer.

Thanks,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Wednesday, December 24, 2025 10:15 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed, We very much appreciate the update. I will share with others within our organization. Let's connect when the checks are printed before mailing or earlier as appropriate. Available via my cell too - 973-885-7015. Regards, Matt Dorman Director

Warning: Unusual link

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Hi Ed,

We very much appreciate the update. I will share with others within our organization.
Let's connect when the checks are printed before mailing or earlier as appropriate.
Available via my cell too - 973-885-7015.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image010.jpg>
https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 24, 2025 9:12 AM
To: Matt Dorman <mdorm@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

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Matt,

There is some chaos on our end right now with EFTs and account numbers.

That being said, the two pending payments of $2.132M and $1.225M will be issued by check next week.

Don't hesitate to contact me if you want to discuss.

Thanks and Merry Christmas,

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 11:12 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

I will call you shortly - our account number is not displayed in what you shared. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 https://peckham.com/ From: Kocsis,
Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.
I will call you shortly - our account number is not displayed in what you shared.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image011.jpg>
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 10:28 AM
To: Matt Dorman <mdorm@peckham.com>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Arrow Bank at the top Left Corner of the page is our bank information. The highlighted information is what I needed you to verify is correct.

You can also call me at the phone number listed below if that would be easier.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885

O (518) 824-8830
F (518) 824-8829

From: Matt Dorman <mdorm@peckham.com>
Sent: Tuesday, December 23, 2025 10:21 AM
To: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>; Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>; Dominique Bisignano <dbisi@peckham.com>; Kevin Grimm <kgrim@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

The bank to remit to is Key Bank. Can you double check your end to see why you directed to Arrow bank? Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-9219 cell: 973-885-7015 https://pe
External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.
The bank to remit to is Key Bank.

Can you double check your end to see why you directed to Arrow bank?

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image011.jpg>
https://peckham.com/

From: Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 9:56 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached. I have highlighted the Bank Routing and Account # for you to confirm that it is correct. This is the account that the funds were sent to. Please let me know if they do or do not match.

Thank You

AnnMarie Kocsis
Senior Account Clerk|Warren County DPW
4028 Main Street
Warrensburg NY 12885
O (518) 824-8830

F (518) 824-8829

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Tuesday, December 23, 2025 6:39 AM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Matt,

I'll inquire this morning and get back to you ASAP.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Monday, December 22, 2025 4:31 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Ed or Ann, We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived. Regards, Matt Dorman Director of Credit Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 direct: 914-409-
External sender <mdorm@peckham.com>
Make sure you trust this sender before taking any actions.
Ed or Ann,

We are still seeking clarity on the payment your treasury dept asdvised was released on Dec 15th. It still has not arrived.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image012.jpg>
https://peckham.com/

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 1:26 PM

To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

Hi Ed,

The below are the only payments posted to your account in Dec.

Is there any chance it was a check rather than EFT? Or still pending? Happy to talk directly to Treasury. If feasible, please share contact info.

<image013.png>

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015
<image014.jpg>
https://peckham.com/

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 12:20 PM
To: Matt Dorman <mdorm@peckham.com>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Treasurer's office just confirmed that the funds ($2.1M±) should be in your account as of the 15th.

We have another payment which will be issued on Monday, 12/22, which should hit your account the following day.

Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Matt Dorman <mdorm@peckham.com>
Sent: Friday, December 19, 2025 10:53 AM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>

Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Re: Cust#194241, Aging Invoices

It may mean it needs further approval within Accounts Payable to move toward being released. Get Outlook for Android From: Doughney, Edward <DoughneyE@warrencountyny.gov> Sent: Friday, December 19, 2025 10:31:38 AM To: Elizabeth Lennon <elenn@peckham.
Warning: Unusual sender <mdorm@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.
It may mean it needs further approval within Accounts Payable to move toward being released.

Get Outlook for Android

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, December 19, 2025 10:31:38 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
From what I can see, an electronic transfer was initiated on 12/15 for $2,132,480.23
The status in our accounting system shows it as "not reconciled" which seems strange to me since it's an EFT. Then again, I'm an engineer by trade and the farthest thing from an accountant!
Let me know if you need additional information.
Thanks,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 16, 2025 3:57 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12. Thank you so much. Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewst
External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.
Hi Ed,

I hope all is well. I just wanted to confirm that the checks for invoices 2516-06, 2517-06 and 2577-01 went out as scheduled on 12/12.

Thank you so much.

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

<image015.png>

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Wednesday, December 10, 2025 7:31 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ela,
2516-06, 2517-06 and 2577-01 are being processed now with the checks scheduled to be cut and mailed 12/12. Please note, due to a funding issue on our end, the payment to be issued later this week for 2516-06 will be $1,065,121.31. Payment for the remaining balance will be issued later this month after the transfer of funds is approved by the Board of Supervisors.
2520-01 and 2576-01 are in the queue for processing with checks to be cut and mailed by 12/26.
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Tuesday, December 9, 2025 3:52 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>; Matt Dorman <mdorm@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

Hi Ed, I hope all is well. Can you please provide a payment status for the October applications? Ela Lennon Sr Credit Team Specialist Peckham Industries 172 Prospect Hill Rd Brewster NY 10509 email: elenn@peckham.com office: 914-949-2000 x 1027 &nb
External sender <elenn@peckham.com>
Make sure you trust this sender before taking any actions.
Hi Ed,

I hope all is well. Can you please provide a payment status for the October applications?

<image016.png>

Ela Lennon

Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

<image015.png>

From: Doughney, Edward <DoughneyE@warrencountyny.gov>
Sent: Friday, November 21, 2025 5:35 AM
To: Elizabeth Lennon <elenn@peckham.com>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: RE: Cust#194241, Aging Invoices

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ela,
Invoices 25-2516-06 and 25-2517-06 are in the queue for payment now. 25-2577-01 is on my desk and awaiting a signed change order and an internal transfer of funds which will take place after todays Board of Supervisors meeting. The remaining JB apps haven't reached my desk yet but my staff is working with the PM at PRC to compile all the necessary documentation to approve for payment. That being said, I expect to have them into the queue within the next week or so.
Let me know if you have any other questions on the JB apps.
Have a great weekend,
Ed Doughney
Senior Civil Engineer
Warren County Department of Public Works
Office: 518.824.8836
Cell: 518.260.4434
doughneye@warrencountyny.gov

From: Elizabeth Lennon <elenn@peckham.com>
Sent: Thursday, November 20, 2025 3:50 PM
To: Doughney, Edward <DoughneyE@warrencountyny.gov>; Kocsis, Ann <kocsisa@WarrenCountyNY.gov>
Cc: Jenny Cooper <jcoop@peckham.com>
Subject: Cust#194241, Aging Invoices

Hi Ed & AnnMarie, I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon. Best regards, Ela Lennon Sr Credit Team Speci
Warning: Unusual sender <elenn@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.
Hi Ed & AnnMarie,

I hope all is well with you. I am reaching out to confirm that you have everything you need from us and that the invoices over 30 days are in queue for payment soon.

<image017.png>

Best regards,

Ela Lennon
Sr Credit Team Specialist
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
email: elenn@peckham.com
office: 914-949-2000 x 1027

<image015.png>

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SUPPLEMENTAL

Incident #25-25920
January 20, 2026
INV TJ Morse

I assisted Inv Maille in interviewing Carla Sherman on today's date. Sherman provided Inv. Maille with an additional written statement based upon today's interview/conversation.

CASE NARRATIVES
&
SUPPLEMENTAL
REPORTS

INV SGT EDWARD
AFFINITO

Supplemental

Inv/Sgt Edward Affinito
25-25920
December 23, 2025

On the above date, I assisted Inv(s) Maille and Morse with a fraud investigation i.e. Warren County Treasurer's Office.

I contacted via phone and spoke with Sr/Inv Kurt Strassberg - NYSP Financial Crimes Unit. I advised him of the incident details and via email, he sent me a check list of the required information. I in turn via email, sent the associated information pertaining to the fraud/larceny. The email(s) have been attached.

As a side, at approximately 20:14hrs I received information from U/S Comeau relating to the Warren County, County Attorney's request/correspondence with the US Secret Service.

In sum and substance, Warren County, County Attorney Larry Elmen (earlier in the day 12/23) had already contacted, communicated with and requested assistance from the US Secret Service. I've attached an email received from U/S Comeau which details a portion of the (email) correspondence with/between:

- County Attorney Larry Elmen
- Monica Stark – Warren County Treasurer's Office
- US Secret Service Agent Michael Nichols
- Sam Perna – Risk Specialist Capital One

December 24, 2025

On the above date, I received a phone call from Inv. Joshua Loveland, NYSP BCI Queensbury. I was advised that his agency was contacted on 12/23 by the Warren County Treasurer's Office and the NYSP adopted a case relating to the fraud/larceny.

Case Leads: Inv. Maille / Inv. Morse to follow-up

Affinito, Edward G.

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 8:07 PM
To: FFKC-Domestic@fbi.gov; ffkc-international@fbi.gov; Affinito, Edward G.
Cc: COTAZINO, LAURA (TROOPERS); WOLFE, JOHN (TROOPERS)
Subject: Grand Larceny 1 New York State Police

Warning: Unusual sender <kurt.strassberger@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

FBI Killchain

We are assisting the Warren County NY Sheriffs Department and Warren County with the Larceny of 2.1 million dollars. See attached email that indicates the funds were routed to Discover Bank. An additional 1.2 million was scheduled to be sent on Wed 12/24 but we believe Warren County and Arrow Bank have stopped that transfer. Additional information will be provided as it is available.

Thank you,

Kurt

Sr Inv Kurt Strassberger
NYSP Financial Crimes
845-663-0263

Get Outlook for iOS

From: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Sent: Tuesday, December 23, 2025 7:53:31 PM
To: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Subject: RE: Need

[redacted]

Sr.

Thank you for your assistance and help with our investigation.

Victim Warren County (Treasurer's Office)
Dates ACH was sent December 12, 2025
Amount 2, 132,480.23
Sending bank Arrow Bank
route number
Account number

Suspect bank Discover Bank
Routing number
Account number
Suspect Name Rafael Diaz
Suspect Phone number 347-272-9617

Thank you again, I truly appreciate everything.

Best Regards, Ed

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Need

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Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

Get Outlook for iOS

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Affinito, Edward G.

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G.
Subject: Need

Warning: Unusual sender <kurt.strassberger@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

Get Outlook for iOS

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Affinito, Edward G.

From: Affinito, Edward G.
Sent: Tuesday, December 23, 2025 7:54 PM
To: 'STRASSBERGER, KURT (TROOPERS)'
Subject: RE: Need

Sr.

Thank you for your assistance and help with our investigation.

Victim Warren County (Treasurer's Office)
Dates ACH was sent December 12, 2025
Amount 2, 132,480.23
Sending bank Arrow Bank
route number [redacted]
Account number [redacted]
Suspect bank Discover Bank
Routing number [redacted]
Account number [redacted]
Suspect Name Rafael Diaz
Suspect Phone number 347-272-9617

Thank you again, I truly appreciate everything.

Best Regards, Ed

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Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Need

Warning: Unusual sender <kurt.strassberger@troopers.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

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Supplemental

Inv/Sgt Edward Affinito
25-25920
December 23, 2025

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- County Attorney Larry Elmen
- Monica Stark – Warren County Treasurer's Office
- US Secret Service Agent Michael Nichols
- Sam Perna – Risk Specialist Capital One

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Case Leads: Inv. Maille / Inv. Morse to follow-up

Affinito, Edward G.

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 8:07 PM
To: FFKC-Domestic@fbi.gov; ffkc-international@fbi.gov; Affinito, Edward G.
Cc: COTAZINO, LAURA (TROOPERS); WOLFE, JOHN (TROOPERS)
Subject: Grand Larceny 1 New York State Police

Warning: Unusual sender <kurt.strassberger@troopers.ny.gov>
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FBI Killchain

We are assisting the Warren County NY Sheriffs Department and Warren County with the Larceny of 2.1 million dollars. See attached email that indicates the funds were routed to Discover Bank. An additional 1.2 million was scheduled to be sent on Wed 12/24 but we believe Warren County and Arrow Bank have stopped that transfer. Additional information will be provided as it is available.

Thank you,

Kurt

Sr Inv Kurt Strassberger
NYSP Financial Crimes
845-663-0263

Get Outlook for iOS

From: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Sent: Tuesday, December 23, 2025 7:53:31 PM
To: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Subject: RE: Need

[redacted]

Sr.

Thank you for your assistance and help with our investigation.

Victim Warren County (Treasurer's Office)
Dates ACH was sent December 12, 2025
Amount 2, 132,480.23
Sending bank Arrow Bank
route number [redacted]
Account number [redacted]

Suspect bank Discover Bank
Routing number
Account number
Suspect Name Rafael Diaz
Suspect Phone number 347-272-9617

Thank you again, I truly appreciate everything.

Best Regards, Ed

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Need

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Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

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Affinito, Edward G.

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G.
Subject: Need

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Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

Get Outlook for iOS

[illegible]

Affinito, Edward G.

From: Affinito, Edward G.
Sent: Tuesday, December 23, 2025 7:54 PM
To: 'STRASSBERGER, KURT (TROOPERS)'
Subject: RE: Need

Sr.

Thank you for your assistance and help with our investigation.

Victim Warren County (Treasurer's Office)
Dates ACH was sent December 12, 2025
Amount 2, 132,480.23
Sending bank Arrow Bank
route number [redacted]
Account number [redacted]
Suspect bank Discover Bank
Routing number [redacted]
Account number [redacted]
Suspect Name Rafael Diaz
Suspect Phone number 347-272-9617

Thank you again, I truly appreciate everything.

Best Regards, Ed

From: STRASSBERGER, KURT (TROOPERS) <KURT.STRASSBERGER@troopers.ny.gov>
Sent: Tuesday, December 23, 2025 7:12 PM
To: Affinito, Edward G. <Edward.Affinito@WarrenCountySheriffNY.us>
Subject: Need

Warning: Unusual sender <kurt.strassberger@troopers.ny.gov>
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Send me
Victim
Dates
Amount
Sending bank
route number
Account number
Suspect bank
Routing number
Account number

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Supplemental

Inv/Sgt Edward Affinito
2025-25920
January 14, 2026

On the above date, Inv. Maille, Inv. Morse and I had a conference call with Arrow Bank Officials, Marc Yrsha and Arleen Girard.

I.E. - ACH transaction(s) and notification per bank policy to law enforcement, Mr. Yrsha and Ms. Girard advised they are waiting for a subpoena before anything can be released.

I inquired about notification(s) to/from pertaining to the 256K and they indicated their communication was with the Warren County Treasurer's Office. They briefly referenced their role as it related to the ACH and Discover Bank and the amount secured from the initial transaction.

I also inquired as to their knowledge of the additional funds that have been identified and how they obtained that information. Per Mr. Yrsha, he indicated they were "loosely" aware of it and they believed the information came from the media and/or Warren County - County Attorney Larry Elmen.

I advised both Mr. Yrsha and Ms. Girard that the information was not public and did not come from the media. To which, they acknowledged the information came from Warren County - County Attorney, Larry Elmen. In addition, they as the Bank, did not / have not and would not disseminate any information pertaining to the additional funds.

Supplemental

Inv/Sgt Edward Affinito
2025-25920
January 15, 2026

On the above date I contact Mike Colvin, Warren County Director of Technology and requested:

- Warren County Treasurer's Office Phone Log for December 23, 2025

Mr. Colvin sent via email an excel spreadsheet with the information requested.

Attached:

- Email with attachment
- Phone Log Spreadsheet

On the above date, I received via email an Investigative Report from Inv. Josh Loveland:

- i.e. Treasurer's Case

Attached:

- Email with attachment
- Investigative Report

Affinito, Edward G.

From: LOVELAND, JOSHUA (TROOPERS) <Joshua.Loveland@troopers.ny.gov>
Sent: Friday, January 16, 2026 7:33 AM
To: Affinito, Edward G.
Cc: nicholas.mallie@warrencountysheriffny.us
Subject: FW: Treasurer Fraud
Attachments: WC Case.pdf

Warning: Unusual sender <joshua.loveland@troopers.ny.gov>
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Morning Gents,

Sending this to both of you.

Have an extra special day

From: LOVELAND, JOSHUA (TROOPERS)
Sent: Friday, January 9, 2026 8:56 AM
To: nicholas.mallie@warrencountysheriffny.us
Subject: Treasurer Fraud

Nick,

I attached the report that I have. It is currently not closed because I'm slammed lol. Let me know if you need help getting the COMSEC call recording.

Joshua L. Loveland
Investigator, Troop G, SP Queensbury

New York State Police
398 Aviation Road, Queensbury, NY 12804

518-745-1035 (Office) | 518-583-7000 (24 Hour)
518-745-1314 (Fax)

joshua.loveland@troopers.ny.gov

www.troopers.ny.gov

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NEW YORK STATE | State Police

INVESTIGATIVE REPORT

QUEENSBURY BCI

INCIDENT SUMMARY:

Case Number: NY1501254886
Incident Type: BCI - CRIMINAL INVESTIGATION
Source: 10 DIGIT PHONE LINE
Incident Date/Time (24): 11/13/2025 10:45
Reported Date/Time (24): 12/23/2025 14:32
CTV: T/QUEENSBURY - 5757
Call Code: FRAUD
Car #: 2G51
Address: 1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845
County: WARREN
Investigative status: INVESTIGATION PENDING
Status Date : 12/23/2025
Supervisory Checklist: INCIDENT GEF
Adminstrative Summary:

NIBRS OFFENSE(S):

Bias: None (no bias)

Offense: PL, 155.42, 01, Grand Larceny 1: Property Value Exceeds $1,000,000 (F, B, Deg 1)
NIBRS Code: Theft (23)
BCI Case: Yes
Location Type: Government office
Completion: Completed
Suspected Of Using: Did not use computer equipment

Offense: PL, 175.05, 01, Falsify Business Records:Make False Entry (M, A, Deg 2)
NIBRS Code: Counterfeiting/forgery (250)
BCI Case: Yes
Location Type: Government office
Completion: Completed
Suspected Of Using: Did not use computer equipment

INVOLVED UNITS AND OFFICERS

Primary Inv. Unit: QUEENSBURY BCI
Secondary Inv. Unit: QUEENSBURY UNIFORM

Initiating : #4896 NOLAN, CAITLIN R.
Investigating : #3035 LOVELAND, JOSHUA L.

COMPLAINANT/VICTIM(S):

Name: STARK MONICA IRMA
DOB:
Gender: FEMALE
Race/Ethnicity: WHITE - NON-HISPANIC
Classification: COMPLAINANT/REPORTING PARTY
Residential Address:
Business Address: 1340 STATE ROUTE 9 LAKE GEORGE, NEW YORK 12845
Telephone: (Cell phone) (518) 761-5510

Name: WARREN COUNTY TREASURER'S OFFICE
Classification: COMPLAINANT/REPORTING PARTY; VICTIM
Business Address: 1340 STATE ROUTE 9 LAKE GEORGE, NEW YORK 12845
Telephone: (518) 761-6375

SUSPECT(S):

Name: DIAZ, RAFAEL
DOB: UNKNOWN
Gender: MALE
Race/Ethnicity: UNKNOWN - UNKNOWN
Classification: SUSPECT

INVOLVED PROPERTY:

Item #	Barcode #	Classification	Description
	UNTAGGED	Stolen	(Government checks (not endorsed)) - $2132480.23 stolen in a wire transfer - Value: 2,132,480.23
	UNTAGGED	Counterfeit/forged	Quantity: 1 Type: Documents - Forged, counterfeit document, - Forged AOH Authorization Form

ACTION ENTRY(S):

Date of Action	Action Entry Type	Officer Name & Rank
12/23/2025 14:32	Initial entry	#4896 NOLAN, CAITLIN R.

INTIAL ENTRY

Per COMSEC, I was dispatched to 4340 STATE ROUTE 8, LAKE GEORGE, WARREN NY USA 12845 for a fraud complaint.

Warren County Treasurer's Office, Deputy Treasurer, STARK, MONICA IRINA, called to report that on 11/13/2025 at 10:45am, they received a ACH Authorization Form from an individual acting as a representative of Peckham Industries. The funds were wired to a Discover Bank account on December 12, 2025 for a total amount of $2,132,480.23 The Treasurer's Office was notified today that they never received the money sent nor did they send in a ACH Authorization Form for the funds. Additionally, they stated that the individual that put the request, DIAZ, RAFAEL, in does not work for their company. The Treasurer's Office was advised to complete a IC-3. I completed an Incident Verification Form and provided it to the complainant.

Investigator Loveland advised.

Investigation pending.

Date of Action	Action Entry Type	Officer Name & Rank
12/24/2025 08:02	BCI case adoption	#3035 LOVELAND, JOSHUA L.

BCI CASED ADOPTION

I was informed by Trooper Nolan that she was dispatched to investigate a potential fraud of money estimated to be over 2 million dollars. She was instructed by myself and Senior Investigator Noto to have the complainant file a grievance with IC3.gov and ascertain a time to be deposed of the incident.

Date of Action	Action Entry Type	Officer Name & Rank
12/24/2025 08:46	Follow-up	#3035 LOVELAND, JOSHUA L.

WCSO

WCSO TO HANDLE COMPLAINT

I contacted Detective Sergeant Affinito after being informed by Investigator Mound that the Warren County Sheriffs Office was handling the case. During the call DS. Afinito confirmed that the WCSO would be handling the investigation of the case.

ENCLOSURE(S):

Reports	Author	Involved Person	Report Date/Time (24)
Incident Verification Form-Warren County Treasurer's Office	#4896 NOLAN, CAITLIN R.		12/23/2025 18:14

Affinito, Edward G.

From: Colvin, Michael <colvinm@warrencountyny.gov>
Sent: Thursday, January 15, 2026 4:53 PM
To: Affinito, Edward G.
Subject: Call Log
Attachments: Full Call Log 12-23-25.xlsx

Warning: Unusual sender <colvinm@warrencountyny.gov>
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Ed,

Attached is an Excel spreadsheet for 12/23/2025.
Since there are over three thousand calls, I added some lines at the top so you have the ability to filter the list you need.

I did not modify any data in the log.
I added rows 1 to 20 to create a list of extensions you need.
I added column A to create a logical field to find records that fit your need.
If you click the down arrow in cell A21, you can select which records to see, TRUE or FALSE.
Leaving both selected shows all records.
Unchecking FALSE will show who fit the list.

The log is one record per call. I spoke of extra detail but that has to be looked up call by call to produce a log for that call.
Let me know if you need that for any calls. Would need the date and time and extension.

Let me know if any questions.

Michael Colvin
Director of Information Technology
1340 Ste Rte 9
Lake George, NY 12845
(518) 761-6407

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Ext	
6373	Mundell, Claudia
6374	Kelly, Clarisse
6375	Main Line
6378	Smith, Kim
6378	Bank Line
6379	Norton, Christine
6380	Stark, Monica
6381	Paddock, Brooke
6382	Urrico, Morgan
6383	Vanaken, Aleisha
6384	LeClair, Heidi
6385	Donohue, Dan
6386	Rose, Ellen
6387	Bank Line 2
6388	Mandy, Lisa
6470	Fax
6471	Thompson, Amanda

Filter	NO	CDR uniqu	Caller num	Caller display name	Source	Dialed number	Callee number	Callee display name	Destination	Start Time	Answer Ti	End Time	Real Durat	Bill Duratic	Disposition	Trunk	Direction	Connectio	Accountco	Call Type	Source Do	Destination D
TRUE	1669425	17664943	8E+09	TIAA		8008422252	5187616384	6384 LeClair, Heidi	6384	12/23/2025 7:52	########		12/23/2025 7:52	27	26	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1669559	17664981	8E+09	GLENSFALLSBANK		8002482415	5187616380	6380 Stark,Monica	6380	12/23/2025 8:22	########		12/23/2025 8:22	27	26	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1669639	17664987	6386	Rose, Ellen		6386	6415	8780 Shrestha, Isabella	6415	12/23/2025 8:32	########		12/23/2025 8:33	21	21	Answered		Internal			voice	MC Treas	MC_PublicHe
TRUE	1669683	17664965	6659	CSH Director		6659	6384	6384 LeClair, Heidi	6384	12/23/2025 8:28	########		12/23/2025 8:39	611	608	Answered		Internal			voice	Countrysic	MC_Treasure
TRUE	1669719	17664972	4.7E+09	SPAM7BUFORD GA		4708225667	5187616375	6375 Treasurer Main Line	6375	12/23/2025 8:41	########		12/23/2025 8:43	97	97	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1669751	17664974	6276	Haley,Kim		6276	6381	6384 LeClair, Heidi	6381	12/23/2025 8:44	########		12/23/2025 8:44	5	0	Answered		Internal			voice		MC_Treasure
TRUE	1669753	17664974	6276	Haley,Kim		6276	6381	6384 LeClair, Heidi	6381	12/23/2025 8:44	########		12/23/2025 8:45	59	59	Answered		Internal			voice	DSS	MC_Treasure
TRUE	1669785	17664976	6373	Mundell,Claudia		6373	6251	6251 Briggs, Christopher	6251	12/23/2025 8:47	########		12/23/2025 8:47	3	3	No answer		Internal			voice	DSS	MC_Treasure
TRUE	1669799	17664976	8617	Taft, RoseAnn		8617	6384	6384 LeClair, Heidi	6384	12/23/2025 8:48	########		12/23/2025 8:48	3	3	No answer		Internal			voice	MC Treas	MC_CountyAt
TRUE	1669805	17664979	6276	Haley,Kim		6276	6381	6384 LeClair, Heidi	6381	12/23/2025 8:52	########		12/23/2025 8:51	235	231	Answered		Internal			voice	HSB OFA	MC_Treasure
TRUE	1669809	17664979	5.2E+09	518 7934121		5187934121	5187616387	6387 Treas Banking Line 2	6387	12/23/2025 8:52	########		12/23/2025 8:52	42	42	Answered		Internal			voice	DSS	MC_Treasure
TRUE	1669829	17664979	5.2E+09	518 7934121		5187934121	5187616380	6380 Stark,Monica	6380	12/23/2025 8:52	########		12/23/2025 8:52	2	2	No answer	Windstrea	Incoming			voice		MC_Treasure
TRUE	1670023	17664987	6373	Mundell,Claudia		6373	6251	6251 Briggs, Christopher	6251	12/23/2025 8:54	########		12/23/2025 8:54	97	93	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1670065	17664989	6373	Mundell,Claudia		6373	97451400	7451400	7451400	12/23/2025 9:06	########		12/23/2025 9:07	67	64	Answered		Internal			voice	MC Treas	MC_CountyAt
TRUE	1670277	17664997	6373	Mundell,Claudia		6373	7451400	7451400	7451400	12/23/2025 9:09	########		12/23/2025 9:09	7	5	Answered	Windstrea	outgoing			voice		MC_Treasurer
TRUE	1670347	17664999	5.2E+09	518 4154317		5184154317	5187616380	6380 Stark,Monica	6380	12/23/2025 9:22	########		12/23/2025 9:23	93	92	Answered	Windstrea	outgoing			voice		MC_Treasurer
TRUE	1670361	17664999	8830	Kocsis, Ann		8830	6382	6382 Urrico,Morgan	6382	12/23/2025 9:25	########		12/23/2025 9:26	126	122	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1670423	17665003	6376	Smith,Kimberly		6376	6386	6386 Mandy, Lisa	6386	12/23/2025 9:32	########		12/23/2025 9:33	21	11	Answered		Internal			voice		MC_Treasure
TRUE	1670429	17665003	5.2E+09	518 4154317		5184154317	5187616380	6380 Stark,Monica	6380	12/23/2025 9:32	########		12/23/2025 9:33	53	46	Answered	Windstrea	Incoming			voice	MC Treas	MC_Treasure
TRUE	1670631	17665011	6382	Urrico,Morgan		6382	8830	8830 Kocsis, Ann	8830	12/23/2025 9:46	########		12/23/2025 9:48	131	127	Answered		Internal			voice		MC_Treasure
TRUE	1670673	17665022	6384	LeClair, Heidi		6384	6528	6528 Smith, Jennifer	6528	12/23/2025 10:04	########		12/23/2025 10:06	84	82	Answered		Internal			voice	MC Treas	HSB_SelfInsu
TRUE	1671071	17665033	8830	Kocsis, Ann		8830	6382	6382 Urrico,Morgan	6382	12/23/2025 10:22	########		12/23/2025 10:23	75	72	Answered		Internal			voice		MC_Treasure
TRUE	1671115	17665031	9.7E+09	JOHN MCALONEY		9736094704	5187616388	6388 Mandy, Lisa	6388	12/23/2025 10:18	########		12/23/2025 10:26	404	400	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671157	17665037	5.2E+09	ROGERS SCOTT		5183614005	5187616381	6381 Paddock,Brooke	6381	12/23/2025 10:28	########		12/23/2025 10:30	147	142	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671171	17665038	6381	Paddock,Brooke		6381	6373	6376 Smith,Kimberly	6373	12/23/2025 10:31	########		12/23/2025 10:31	18	18	Answered		Internal			voice	MC Treas	MC_Treasure
TRUE	1671288	17665042	5.2E+09	HAYES AMUSEMENT		5187928142	5187616375	6375 Treasurer Main Line	6375	12/23/2025 10:37	########		12/23/2025 10:42	282	282	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671291	17665044	2.1E+09	CMG Financial		2143058482	5187616384	6384 LeClair, Heidi	6384	12/23/2025 10:41	########		12/23/2025 10:42	58	53	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671335	17665045	8830	Kocsis, Ann		8830	6386	6386 Rose, Ellen	6386	12/23/2025 10:41	########		12/23/2025 10:45	217	212	Answered		Internal			voice		MC_Treasure
TRUE	1671415	17665048	6.3E+09	STEPHEN MASOM		6319218126	5187616374	6374 Kelly, Clarisse	6374	12/23/2025 10:48	########		12/23/2025 10:50	140	137	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671593	17665052	5.2E+09	ROGERS SCOTT		5183614005	5187616381	6381 Paddock,Brooke	6381	12/23/2025 10:54	########		12/23/2025 10:54	16	12	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671605	17665052	6.3E+09	STEPHEN MASOM		6319218126	5187616374	6374 Kelly, Clarisse	6374	12/23/2025 10:54	########		12/23/2025 10:55	12	12	No answer	Windstrea	Incoming			voice		MC_Treasure
TRUE	1671939	17665054	6376	Smith,Kimberly		6376	6467	6464 Shea, Noreen	6467	12/23/2025 10:57	########		12/23/2025 10:58	41	41	Answered		Internal			voice		
TRUE	1671941	17665054	6376	Smith,Kimberly		6376	6467	6466 Latham,Chris	6467	12/23/2025 10:58	########		12/23/2025 11:00	133	133	Answered		Internal			voice		
TRUE	1672193	17665059	6.3E+09	STEPHEN MASOM		6319218126	5187616374	6374 Kelly, Clarisse	6374	12/23/2025 11:00	########		12/23/2025 11:12	720	715	Answered	Windstrea	Incoming			voice		MC_Treasure
TRUE	1672221	17665063	6386	Rose, Ellen		6386	6471	6471 Thompson,Amanda	6471	12/23/2025 11:13	########		12/23/2025 11:13	14	11	Answered		Internal			voice	MC_Treasure	
TRUE	1672227	17665063	8830	Kocsis, Ann		8830	6382	6382 Urrico,Morgan	6382	12/23/2025 11:13	########		12/23/2025 11:13	26	19	Answered		Internal			voice		MC_Treasure
TRUE	1672245	17665064	6384	LeClair, Heidi		6384	8831	8831 Florentino, April	8831	12/23/2025 11:14	########		12/23/2025 11:14	2	2	No answer		Internal			voice	MC_Treasure	
TRUE	1672261	17665064	8730	Driscoll, Tawn		8730	6380	6380 Stark,Monica	6380	12/23/2025 11:14	########		12/23/2025 11:14	43	40	Answered		Internal			voice	MC Publi	MC_Treasure
TRUE	1672303	17665064	6374	Kelly, Clarisse		6374	9.17034E+11	17034479045	17034479045	12/23/2025 11:14	########		12/23/2025 11:16	136	125	Answered	Windstrea	outgoing			voice		MC_Treasure
TRUE	1672307	17665065	6382	Urrico,Morgan		6382	7632	7632 Scrimo, Jeremy	7632	12/23/2025 11:16	0000-00-0		12/23/2025 11:16	26	0	No answer		Internal			voice	MC Treas	HSB_IT
TRUE	1672333	17665066	6374	Kelly, Clarisse		6374	9.17033E+11	17033006871	17033006871	12/23/2025 11:18	########		12/23/2025 11:17	57	29	Answered	Windstrea	outgoing			voice		MC_Treasurer
TRUE	1672335	17665068	6382	Urrico,Morgan		6382	6408	6408 Povle, Chris	6408	12/23/2025 11:17	########		12/23/2025 11:17	57	52	Answered		Internal			voice	MC Treas	MC_IT
TRUE	1672359	17665068	8830	Kocsis, Ann		8830	6386	6386 Rose, Ellen	6386	12/23/2025 11:18	########		12/23/2025 11:19	85	76	Answered		Internal			voice		MC_Treasure
TRUE	1672385	17665067	6382	Urrico,Morgan		6382	8830	8830 Kocsis, Ann	8830	12/23/2025 11:19	########		12/23/2025 11:22	179	170	Answered		Internal			voice	MC_Treasurer	
TRUE	1672473	17665072	8830	Kocsis, Ann		8830	6382	6382 Urrico,Morgan	6382	12/23/2025 11:27	########		12/23/2025 11:27	19	19	Voice Mail		Internal			voice		MC_Treasure
TRUE	1672511	17665074	8830	Kocsis, Ann		8830	6386	6386 Rose, Ellen	6386	12/23/2025 11:30	########		12/23/2025 11:30	7	7	No answer		Internal			voice		MC_Treasure
TRUE	1672519	17665074	6382	Urrico,Morgan		6382	8830	8830 Kocsis, Ann	8830	12/23/2025 11:30	########		12/23/2025 11:30	2	2	No answer		Internal			voice	MC_Treasurer	
TRUE	1672549	17665074	6386	Rose, Ellen		6386	8830	8830 Kocsis, Ann	8830	12/23/2025 11:30	########		12/23/2025 11:31	85	85	Answered		Internal			voice	MC_Treasurer	
TRUE	1672569	17665075	8830	Kocsis, Ann		8830	6382	6382 Urrico,Morgan	6382	12/23/2025 11:32	########		12/23/2025 11:33	70	69	Answered		Internal			voice		MC_Treasure
TRUE	1672615	17665077	6382	Urrico,Morgan		6382	8830	8830 Kocsis, Ann	8830	12/23/2025 11:35	########		12/23/2025 11:36	70	67	Answered		Internal			voice	MC_Treasurer	
TRUE	1672623	17665078	8750	Shrestha, Isabella		8750	6471	6471 Thompson,Amanda	6471	12/23/2025 11:37	########		12/23/2025 11:37	3	3	No answer		Internal			voice	MC_PublicHealth	
TRUE	1672707	17665078	6381	Paddock,Brooke		6381	6342	6342 Veterans Services Reception	6342	12/23/2025 11:37	########		12/23/2025 11:38	51	36	Blind Transferred		Internal			voice	MC Treas	HSB_Veterans
TRUE	1672709	17665078	6381	Paddock,Brooke		6381	6342	6345 DiResta, Denise	6345	12/23/2025 11:38	########		12/23/2025 11:42	252	252	Answered		Internal			voice	MC Treas	HSB_Veterans
TRUE	1672747	17665075	6714	Robarge, Marci		6714	6384	6384 LeClair, Heidi	6384	12/23/2025 11:31	########		12/23/2025 11:45	814	811	Answered		Internal			voice	MC Publi	MC_Treasurer
TRUE	1672783	17665083	6384	LeClair, Heidi		6384	6349	6349 Baker, Neil	6349	12/23/2025 11:46	########		12/23/2025 11:46	3	3	No answer		Internal			voice	MC Treas	MC_HR
TRUE	1672917	17665088	9.1E+09	PECKHAM INDUSTR		9144099219	5187616380	6380 Stark,Monica	6380	12/23/2025 11:55	########		12/23/2025 11:55	21	21	No answer	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1672933	17665087	4E+09	ATLANTA GA		4044624546	5187616375	6375 Treasurer Main Line	6375	12/23/2025 11:52	########		12/23/2025 11:57	324	324	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1672991	17665092	5.2E+09	WIRELESS CALLER		5182232549	5187616386	6386 Rose, Ellen	6386	12/23/2025 12:01	########		12/23/2025 12:01	19	19	Voice Mail	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673023	17665077	6380	Stark,Monica		6380	9.15184E+11	15184154317	15184154317	12/23/2025 11:35	########		12/23/2025 12:03	1688	1682	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673029	17665094	8.5E+09	JEFFRY LEDIOYT		8452347023	5187616374	6374 Kelly, Clarisse	6374	12/23/2025 12:04	########		12/23/2025 12:04	20	20	No answer	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673051	17665095	6373	Mundell,Claudia		6373	6386	6386 Rose, Ellen	6386	12/23/2025 12:06	########		12/23/2025 12:06	20	15	Answered		Internal			voice	MC Treas	MC_Treasurer
TRUE	1673091	17665084	6.5E+09	JEFFRY LEDIOYT		6452347023	5187616374	6374 Kelly, Clarisse	6374	12/23/2025 12:04	########		12/23/2025 12:09	290	282	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673103	17665095	5.2E+09	518 4154317		5184154317	5187616380	6380 Stark,Monica	6380	12/23/2025 12:05	########		12/23/2025 12:10	313	308	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673127	17665097	6386	Rose, Ellen		6386	5182232549	5182232549	5182232549	12/23/2025 12:08	########		12/23/2025 12:13	282	280	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673247	17665102	5.2E+09	518 4154225		5184154225	5167616380	6380 Stark,Monica	6380	12/23/2025 12:17	########		12/23/2025 12:28	686	681	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673307	17665115	6380	Stark,Monica		6380	9144099219	144099219	144099219	12/23/2025 12:39	########		12/23/2025 12:39	4	3	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673315	17665115	5.2E+09	518 4154225		5184154225	5167616380	6380 Stark,Monica	6380	12/23/2025 12:39	########		12/23/2025 12:40	67	66	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673333	17665117	6380	Stark,Monica		6380	9.19177E+11	19177438882	19177438882	12/23/2025 12:43	########		12/23/2025 12:43	21	8	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673357	17665109	6.1E+09	STEVE PAULIN,NA		6092009150	5187616388	6388 Mandy, Lisa	6388	12/23/2025 12:28	########		12/23/2025 12:45	1011	1009	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673379	17665120	5.2E+09	518 4154225		5184154225	5187616380	6380 Stark,Monica	6380	12/23/2025 12:47	########		12/23/2025 12:48	75	73	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673385	17665120	6.3E+09	FRENKEL LAMBERT		6319693100	5187616375	6375 Treasurer Main Line	6375	12/23/2025 12:46	########		12/23/2025 12:48	82	82	Answered	Windstrea	Incoming			voice		
TRUE	1673389	17665121	6380	Stark,Monica		6380	6382	6382 Urrico,Morgan	6382	12/23/2025 12:48	########		12/23/2025 12:49	38	38	Answered		Internal			voice	MC Treas	MC_Treasurer
TRUE	1673395	17665122	6380	Stark,Monica		6380	9144099219	144099219	144099219	12/23/2025 12:50	########		12/23/2025 12:50	2	2	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673419	17665123	6380	Stark,Monica		6380	9.19144E+11	19144099219	19144099219	12/23/2025 12:53	########		12/23/2025 12:54	48	31	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673505	17665128	6373	Mundell,Claudia		6373	6251	6251 Briggs, Christopher	6251	12/23/2025 13:01	########		12/23/2025 13:04	166	162	Answered		Internal			voice	MC Treas	MC_CountyAtt
TRUE	1673507	17665129	6380	Stark,Monica		6380	8830	8830 Kocsis, Ann	8830	12/23/2025 13:02	########		12/23/2025 13:04	97	94	Answered		Internal			voice	MC_Treasurer	
TRUE	1673527	17665130	6380	Stark,Monica		6380	9.19739E+11	19738657015	19738657015	12/23/2025 13:04	########		12/23/2025 13:05	67	35	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673689	17665139	5.2E+09	518 4154225		5184154225	5187616380	6380 Stark,Monica	6380	12/23/2025 13:19	########		12/23/2025 13:19	30	30	Voice Mail	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673729	17665138	9.1E+09	PECKHAM INDUSTR		9144099219	5187616380	6380 Stark,Monica	6380	12/23/2025 13:17	########		12/23/2025 13:24	422	411	Answered	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673753	17665144	6379	Norton, Christine		6379	8716	8716 Elmen, Larry	8716	12/23/2025 13:27	########		12/23/2025 13:27	2	2	No answer		Internal			voice	MC Treas	MC_CountyAtt
TRUE	1673803	17665145	5.2E+09	518 4154225		5184154225	5187616380	6380 Stark,Monica	6380	12/23/2025 13:30	########		12/23/2025 13:30	42	42	Voice Mail	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1673808	17665148	6380	Stark,Monica		6380	5184154225	5184154225	5184154225	12/23/2025 13:30	########		12/23/2025 13:31	56	51	Answered	Windstrea	outgoing			voice	MC_Transrer	
TRUE	1673845	17665147	6379	Norton, Christine		6379	9.15184E+11	15184154225	15184154225	12/23/2025 13:31	########		12/23/2025 13:42	661	657	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1673949	17665153	6379	Norton, Christine		6379	8716	8716 Elmen, Larry	8716	12/23/2025 13:43	########		12/23/2025 13:43	1	1	No answer		Internal			voice	MC Treas	MC_CountyAtt
TRUE	1673969	17665154	8831	Florentino, April		8831	6384	6384 LeClair, Heidi	6384	12/23/2025 13:44	########		12/23/2025 13:44	2	2	No answer		Internal			voice		MC_Treasurer
TRUE	1673975	17665154	6379	Norton, Christine		6379	6463	6463 Slemmer, Mary	6463	12/23/2025 13:44	########		12/23/2025 13:44	34	27	Answered		Internal			voice	MC Treas	MC_CountyAtt
TRUE	1674081	17665159	6380	Stark,Monica		6380	5184154225	5184154225	5184154225	12/23/2025 13:51	########		12/23/2025 13:52	29	22	Answered	Windstrea	outgoing			voice	MC_Treasurer	
TRUE	1674119	17665160	5.2E+09	518 4154225		5184154225	5167616379	6379 Norton, Christine	6379	12/23/2025 13:55	########		12/23/2025 13:55	18	16	No answer	Windstrea	Incoming			voice		MC_Treasurer
TRUE	1674145	17665158	6379	Norton, Christine		6379	8.17036E+11	17035611100	17035611100	12/23/2025 13:51	########		12/23/2025 13:57	380	375	Answered	Windstrea	outgoing			voice	MC_Treasurer	

TRUE	1674155	17665161	5.2E+08	518 4154225	5184154225
TRUE	1674175	17665162	6379	Norton, Christine	6379
TRUE	1674205	17665169	6464		6464
TRUE	1674218	17665183	6379	Norton, Christine	6379
TRUE	1674223	17665168	8760	Shrestha, Isabella	8760
TRUE	1674227	17665185	6464		5188428101
TRUE	1674243	17665166	6379	Norton, Christine	6379
TRUE	1674267	17665167	6379	Norton, Christine	6379
TRUE	1674285	17665165	6380	Stark,Monica	6380
TRUE	1674287	17665169	6386	Rose, Ellen	6386
TRUE	1674313	17665187	6379	Norton, Christine	6379
TRUE	1674361	17665171	5.2E+09	WIRELESS CALLER	5189826237
TRUE	1674375	17665173	6376	Smith,Kimberly	6376
TRUE	1674407	17665175	6379	Norton, Christine	6379
TRUE	1674411	17665175	6379	Norton, Christine	6379
TRUE	1674433	17665175	6382	Urrico,Morgan	6382
TRUE	1674497	17665175	6379	Norton, Christine	6379
TRUE	1674515	17665179	6380	Stark,Monica	6380
TRUE	1674599	17665180	6380	Stark,Monica	6380
TRUE	1674645	17665185	6407	Colvin, Mike	6407
TRUE	1674747	17665188	5.2E+09	518 4154317	5184154317
TRUE	1674781	17665187	9.2E+09	SHASTA JENSEN	9175436938
TRUE	1674815	17665191	6496	Woodell, Jeff	6496
TRUE	1674853	17665194	6380	Stark,Monica	6380
TRUE	1674895	17665196	8E+09	GLENSFALLSBANK	8002462415
TRUE	1674955	17665200	8E+09	GLENSFALLSBANK	8002462415
TRUE	1674965	17665200	6379	Norton, Christine	6379
TRUE	1675027	17665203	5.2E+09	518 4154317	5184154317
TRUE	1675075	17665206	6379	Norton, Christine	6379
TRUE	1675077	17665207	6379	Norton, Christine	6379
TRUE	1675125	17665207	6379	Norton, Christine	6379
TRUE	1675131	17665212	6379	Norton, Christine	6379
TRUE	1675159	17665219	6388	Mandy, Lisa	6388
TRUE	1675245	17665214	6433	McClenahan, Alison	6433
TRUE	1675247	17665214	6433	McClenahan, Alison	6433
TRUE	1675257	17665218	5.2E+09	GLENS FALLS NY	5187451036
TRUE	1675261	17665214	5.2E+09	US GOV	5184657551
TRUE	1675265	17665218	6380	Stark,Monica	6380
TRUE	1675289	17665219	6380	Stark,Monica	6380
TRUE	1675299	17665219	5.2E+09	518 4154317	5184154317
TRUE	1675301	17665219	5.2E+09	518 4154317	5184154317
TRUE	1675303	17665219	5.2E+09	518 4154317	5184154317
TRUE	1675313	17665221	8E+09	GLENSFALLSBANK	8002462415
TRUE	1675337	17665222	6380	Stark,Monica	6380
TRUE	1675361	17665223	6380	Stark,Monica	6380
TRUE	1675371	17665223	3E+09	WASULA BONNIE	3018513525
TRUE	1675377	17665221	6.1E+06	WIRELESS CALLER	9143185904
TRUE	1675425	17665226	6373	Mundell,Claudia	6373
TRUE	1675427	17665225	3E+09	WASULA BONNIE	3016513525
TRUE	1675549	17665233	6471	Thompson,Amanda	6471
TRUE	1675697	17665243	6380	Stark,Monica	6380
TRUE	1675709	17665243	6379	Norton, Christine	6379
TRUE	1675823	17665253	9.7E+09	JELKAN RAKONJAC	9723580513
TRUE	1675858	17665244	6378	Norton, Christine	6378
TRUE	1675907	17665264	6380	Stark,Monica	6380
TRUE	1675913	17665264	6380	Stark,Monica	6380
TRUE	1675965	17665267	6380	Stark,Monica	6380
TRUE	1675967	17665279	6380	Stark,Monica	6380
TRUE	1675975	17665282	6380	Stark,Monica	6380

5187616380	6380	Stark,Monica
9.17036E+11	17035611100	
6375	6375	Treasurer Main Line
9.17036E+11	17035611100	
6471	6471	Thompson,Amanda
5187616464	6375	Treasurer Main Line
9.17036E+11	17035611100	
9.17036E+11	17035611100	
9.15184E+11	15184154225	
6471	6471	Thompson,Amanda
9.17036E+11	17035611100	
5187616375	6375	Treasurer Main Line
6382	6382	Urrico,Morgan
7632	7632	Scrime, Jeremy
5187960675	5187960675	Colvin, Mike
6376	6378	Smith,Kimberly
6407	6407	Colvin, Mike
9.15168E+11	15187833211	
9.15168E+11	15187833211	
6379	6379	Norton, Christine
5187616380	6380	Stark,Monica
5187616375	6375	Treasurer Main Line
6384	6384	LeClair, Heidi
9.15184E+11	15184154317	
5187616386	6386	Rose, Ellen
5187616385	6385	Donohue, Daniel
6633	6633	Teflan, John
5187616380	6380	Stark,Monica
6314	6314	15 DSS 2nd Flr Fax
6314	6314	15 DSS 2nd Flr Fax
6413	6413	Sherman, Carla
6382	6382	Urrico,Morgan
9.19143E+11	19143165904	
6375	6375	Treasurer Main Line
6375	6373	Mundell,Claudia
5187616380	6380	Stark,Monica
5187616380	6380	Stark,Monica
5187451036	5187451036	
9.15184E+11	15184154225	
5187616380	6380	Stark,Monica
5187616380	6383	Venalen, Aleisha
5187616380	6386	Rose, Ellen
5187616386	6386	Rose, Ellen
5184154317	5184154317	
9.15184E+11	15184154225	
5187616374	6374	Kelly, Clarisse
5187616388	6388	Mandy, Lisa
6433	6433	McClenahan, Alison
5187616388	6388	Mandy, Lisa
6383	6383	Venalen, Aleisha
15184154225	15184154225	
9.15188E+11	15187939656	
5187616374	6374	Kelly, Clarisse
9.15164E+11	15184154225	
9.15167E+11	15187451036	
9.15188E+11	15185837000	
9.15188E+11	15185837000	
9.15188E+11	15186125346	
9.15188E+11	15187960995	

6380	12/23/2025 13:55	########	
17035611100	12/23/2025 13:57	########	
6375	12/23/2025 14:03	0000-00-0	
17035611100	12/23/2025 13:59	########	
6471	12/23/2025 14:03	########	
6464	12/23/2025 14:03	########	
17035611100	12/23/2025 14:04	########	
17035611100	12/23/2025 14:05	########	
15184154225	12/23/2025 14:03	########	
6471	12/23/2025 14:07	########	
17035611100	12/23/2025 14:06	########	
6375	12/23/2025 14:12	########	
6382	12/23/2025 14:15	########	
7632	12/23/2025 14:19	0000-00-0	
5187960675	12/23/2025 14:18	0000-00-0	
6378	12/23/2025 14:18	########	
6407	12/23/2025 14:18	########	
15187833211	12/23/2025 14:25	0000-00-0	
15187833211	12/23/2025 14:27	########	
6379	12/23/2025 14:35	########	
6380	12/23/2025 14:41	########	
6375	12/23/2025 14:39	########	
6384	12/23/2025 14:46	########	
15184154317	12/23/2025 14:50	########	
6386	12/23/2025 14:54	########	
6385	12/23/2025 15:00	########	
6633	12/23/2025 15:01	########	
6380	12/23/2025 15:05	########	
6314	12/23/2025 15:11	0000-00-0	
6314	12/23/2025 15:12	0000-00-0	
6413	12/23/2025 15:13	########	
6382	12/23/2025 15:20	########	
19143165904	12/23/2025 15:21	########	
6375	12/23/2025 15:23	########	
6373	12/23/2025 15:26	########	
6380	12/23/2025 15:30	########	
6380	12/23/2025 15:24	########	
5187451036	12/23/2025 15:31	########	
15184154225	12/23/2025 15:32	########	
6380	12/23/2025 15:33	########	
6383	12/23/2025 15:33	########	
6386	12/23/2025 15:34	########	
6386	12/23/2025 15:35	########	
5184154317	12/23/2025 15:37	########	
15184154225	12/23/2025 15:39	########	
6374	12/23/2025 15:38	########	
6388	12/23/2025 15:35	########	
6433	12/23/2025 15:44	########	
6388	12/23/2025 15:42	########	
6383	12/23/2025 15:55	########	
15184154225	12/23/2025 16:12	0000-00-0	
15187939656	12/23/2025 16:12	########	
6374	12/23/2025 16:20	########	
15184154225	12/23/2025 16:13	########	
15187451036	12/23/2025 16:47	0000-00-0	
15185837000	12/23/2025 16:47	########	
15185837000	12/23/2025 16:52	########	
15186125346	12/23/2025 17:11	########	
15187960995	12/23/2025 17:17	########	

12/23/2025 13:58	172	164	Answered	Windstrea	incoming
12/23/2025 13:59	117	113	Answered	Windstrea	outgoing
12/23/2025 14:03	0	0	No answer		internal
12/23/2025 14:04	253	249	Answered	Windstrea	outgoing
12/23/2025 14:04	50	47	Answered		internal
12/23/2025 14:04	54	54	Answered	Windstrea	incoming
12/23/2025 14:05	84	79	Answered	Windstrea	outgoing
12/23/2025 14:06	45	40	Answered	Windstrea	outgoing
12/23/2025 14:07	287	282	Answered	Windstrea	outgoing
12/23/2025 14:08	22	15	Answered		internal
12/23/2025 14:11	287	283	Answered	Windstrea	outgoing
12/23/2025 14:15	132	132	Answered	Windstrea	incoming
12/23/2025 14:16	96	94	Answered		internal
12/23/2025 14:16	11	0	No answer		internal
12/23/2025 14:18	3	0	Failed	Windstrea	outgoing
12/23/2025 14:19	72	70	Answered		internal
12/23/2025 14:24	343	340	Answered		internal
12/23/2025 14:26	65	0	Failed	Windstrea	outgoing
12/23/2025 14:32	300	256	Answered	Windstrea	outgoing
12/23/2025 14:35	37	33	Answered		internal
12/23/2025 14:42	49	49	Voice Mail	Windstrea	incoming
12/23/2025 14:45	317	317	Answered	Windstrea	incoming
12/23/2025 14:49	180	177	Answered		internal
12/23/2025 14:51	79	47	Answered	Windstrea	outgoing
12/23/2025 14:55	49	47	Answered	Windstrea	incoming
12/23/2025 15:00	35	32	Answered	Windstrea	incoming
12/23/2025 15:01	3	3	No answer		internal
12/23/2025 15:08	76	65	Answered	Windstrea	incoming
12/23/2025 15:11	18	0	No answer		internal
12/23/2025 15:12	2	0	No answer		internal
12/23/2025 15:19	356	354	Answered		internal
12/23/2025 15:20	9	6	Answered		internal
12/23/2025 15:22	76	73	Answered	Windstrea	outgoing
12/23/2025 15:26	210	210	Answered		internal
12/23/2025 15:30	195	195	Answered		internal
12/23/2025 15:31	49	49	Voice Mail	Windstrea	incoming
12/23/2025 15:31	400	389	Answered	Windstrea	incoming
12/23/2025 15:32	35	21	Answered	Windstrea	outgoing
12/23/2025 15:33	39	27	Answered	Windstrea	outgoing
12/23/2025 15:33	38	31	Blind Tran	Windstrea	incoming
12/23/2025 15:34	42	42	Answered	Windstrea	incoming
12/23/2025 15:35	68	68	Answered	Windstrea	incoming
12/23/2025 15:36	33	31	Answered	Windstrea	incoming
12/23/2025 15:37	19	15	Answered	Windstrea	outgoing
12/23/2025 15:40	54	49	Answered	Windstrea	outgoing
12/23/2025 15:41	160	160	Voice Mail	Windstrea	incoming
12/23/2025 15:42	414	409	Answered	Windstrea	incoming
12/23/2025 15:45	45	41	Answered		internal
12/23/2025 15:45	207	200	Answered	Windstrea	incoming
12/23/2025 15:56	38	35	Answered		internal
12/23/2025 16:12	0	0	Failed		
12/23/2025 16:13	83	81	Answered	Windstrea	outgoing
12/23/2025 16:30	13	13	No answer	Windstrea	incoming
12/23/2025 16:35	1305	1290	Answered	Windstrea	outgoing
12/23/2025 16:47	3	0	No answer	Windstrea	outgoing
12/23/2025 16:50	175	163	Answered	Windstrea	outgoing
12/23/2025 17:08	992	883	Answered	Windstrea	outgoing
12/23/2025 17:14	171	162	Answered	Windstrea	outgoing
12/23/2025 17:23	377	371	Answered	Windstrea	outgoing

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Supplemental

Inv/Sgt Edward Affinito
2025-25920
January 16, 2026

On the above date, I received a sealed envelope from Sheriff LaFarr:

Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

BY HAND
Sheriff Jim LaFarr
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

Enclosed:

- Warren County Board of Supervisors Resolution No. 50 of 2026

- Correspondence from the Warren County Attorney's Office
  RE: Documents Disclosed Pursuant to Resolution 49 of 2026 for
  Criminal Investigation of December 15, 2025 Fraudulent ACH Payment

The abovementioned documents and envelope have been received and turned over to Inv. Maille and Inv. Morse for further follow-up.

Supplemental

Inv/Sgt Edward Affinito
25-25920

January 16, 2026

I spoke (by phone) with Director of IT, Mike Colvin and requested training records for the Warren County Treasurer's Office employees. Mr. Colvin forwarded me the information via email and I have attached:

- Email
- Training Records

January 20, 2026

I spoke (by phone) with Director of IT, Mike Colvin and requested a copy of the training video relative to business scams and/or compromises. I received (2) video clips via Jake Osgood, Warren County Sheriff's Office – CTU. The above-mentioned videos have been downloaded to a thumb drive and attached to the case file.

Affinito, Edward G.

From: Colvin, Michael <colvinm@warrencountyny.gov>
Sent: Saturday, January 17, 2026 7:20 AM
To: Affinito, Edward G.
Subject: Training Log
Attachments: Training Log.xlsx

Warning: Unusual sender <colvinm@warrencountyny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Michael Colvin
Director of Information Technology
1340 Ste Rte 9
Lake George, NY 12845
(518) 761-6407

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Davidson, Dan

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Train 2020 Kevin Mitnick Security Awareness Training - 15 min	3/24/2020 13:55	TRUE	3/25/2020 14:05	3/25/2020 14:37	0:28:28			passed
2020 Final 2020 Social Engineering Red Flags	8/31/2020 13:09	TRUE	8/31/2020 13:09	8/31/2020 13:22	0:21:54			passed
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Minutes	8/4/2021 16:32	TRUE	8/4/2021 16:32	8/4/2021 16:52	0:20:41			passed
2022 Ethic 2022 Ethics Training	12/9/2021 17:08	TRUE	1/6/2022 14:40	1/9/2022 14:53	0:12:36			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/6/2022 14:56	1/6/2022 15:40	0:15:37			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:01	TRUE	1/6/2022 15:04	1/6/2022 15:40	0:06:17			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:01	1/10/2023 13:20	0:18:53			passed
2023 Cybi 2023 Common Threats	1/10/2023 13:03	TRUE	1/10/2023 15:14	1/10/2023 15:31	0:16:57			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	FALSE						start_due
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	FALSE						start_due
Simulated Phish or Train - Phishing Edition	2/4/2023 16:40	FALSE						past_due
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	TRUE	2/28/2023 15:07	2/28/2023 15:24	0:17:40			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 14:58	2/28/2023 15:15	0:13:38			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

Daly, Clarissa

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Minutes	12/21/2021 17:36	FALSE						start_due
2022 Ethic 2022 Ethics Training	12/30/2021 17:08	TRUE	1/10/2022 14:16	1/10/2022 14:33	0:16:51			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/10/2022 14:36	1/10/2022 14:54	0:15:07			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:03	TRUE	1/10/2022 14:51	1/10/2022 15:37	0:25:45			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:01	1/10/2023 13:27	0:15:25			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:16	1/10/2023 15:48	0:13:15			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	TRUE	1/11/2023 14:01	1/11/2023 14:27	0:16:30			passed
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	TRUE	2/27/2023 15:37	2/28/2023 15:54	0:16:55			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 14:57	2/28/2023 15:13	0:16:51			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

LeClaire, Hayli

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Min	8/24/2021 15:06	TRUE	8/25/2021 14:31	8/27/2021 13:30	0:58:46			passed
2022 Ethic 2022 Ethics Training	12/9/2021 17:08	TRUE	1/4/2022 14:47	1/4/2022 15:08	0:20:21			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/6/2022 14:03	1/6/2022 14:18	0:14:58			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:03	TRUE	1/6/2022 15:03	1/6/2022 15:18	0:15:01			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:00	1/10/2023 13:20	0:19:50			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:03	1/10/2023 15:20	0:16:52			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	TRUE	1/11/2023 14:01	1/11/2023 14:27	0:16:30			passed
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	TRUE	2/27/2023 15:37	2/28/2023 15:54	0:16:55			passed
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	TRUE	2/28/2023 15:07	2/28/2023 15:24	0:17:40			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 14:57	2/28/2023 15:13	0:16:51			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

Mundy, Lisa

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Minutes	10/1/2021 15:33	TRUE	10/1/2021 15:37	10/1/2021 16:34	0:57:49			passed
2022 Ethic 2022 Ethics Training	12/9/2021 17:08	TRUE	1/4/2022 17:58	1/4/2022 18:18	0:20:21			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/6/2022 13:13	1/6/2022 13:28	0:15:09			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:03	TRUE	1/6/2022 15:03	1/6/2022 15:18	0:15:01			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:00	1/10/2023 13:20	0:19:50			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:03	1/10/2023 15:20	0:16:52			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	FALSE						past_due
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	FALSE						past_due
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	FALSE						past_due
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	FALSE						past_due
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

Mungai, Claude

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Minutes	12/21/2021 17:37	TRUE	12/21/2021 17:46	12/21/2021 18:11	1:01:07			passed
2022 Ethic 2022 Ethics Training	12/30/2021 17:08	TRUE	1/4/2022 14:31	1/4/2022 14:51	0:19:51			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/6/2022 13:28	1/6/2022 13:47	0:18:46			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:03	TRUE	1/6/2022 15:03	1/6/2022 15:28	0:25:46			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:00	1/10/2023 13:20	0:19:50			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:04	1/10/2023 15:19	0:14:52			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	TRUE	1/11/2023 14:30	1/11/2023 14:32	0:01:51			passed
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	TRUE	1/17/2023 14:51	1/17/2023 15:10	0:18:33			passed
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	TRUE	2/28/2023 15:31	2/28/2023 15:50	0:18:32			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 14:52	2/28/2023 15:10	0:18:32			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

Norton, Charisma

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:00	1/10/2023 13:20	0:19:50			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:00	1/10/2023 15:20	0:19:52			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	TRUE	1/11/2023 14:05	1/11/2023 14:53	0:47:48			passed
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	TRUE	1/17/2023 14:01	1/17/2023 14:20	0:18:37			passed
Simulated Phish or Train - Phishing Edition	2/13/2023 16:13	FALSE						past_due
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	TRUE	2/28/2023 14:29	2/28/2023 14:43	0:13:54			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 14:55	2/28/2023 15:13	0:18:38			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	FALSE				5 days		not_started

Peacock, Brooke

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2024 Cybi 2024 Your Role, Internet Security and You	2/22/2024 14:30	TRUE	2/22/2024 14:56	2/22/2024 15:56	1:00:00			passed
2024 Cybi 2024 Social Engineering Red Flags	2/22/2024 14:30	TRUE	2/22/2024 15:18	2/22/2024 15:36	0:18:19			passed
Simulated Phish or Train - Phishing Edition	3/14/2024 17:00	TRUE	3/14/2024 17:35	3/14/2024 17:36	0:01:12		50%	passed
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2024 15:05	TRUE	2/29/2024 15:56	2/29/2024 16:14	0:17:47			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2024 15:06	TRUE	2/29/2024 16:16	2/29/2024 16:31	0:15:16			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2024 15:04	FALSE				5 days		not_started

Rose, Ellen

Campaign: Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
Annual Tri 2021 Kevin Mitnick Security Awareness Training - 15 Min	8/24/2021 15:06	TRUE	8/25/2021 14:32	8/25/2021 15:31	0:58:55			passed
2022 Ethic 2022 Ethics Training	12/9/2021 17:08	TRUE	1/4/2022 14:47	1/4/2022 15:08	0:20:21			passed
2022 Cybi 2022 Social Engineering Red Flags	1/6/2022 13:03	TRUE	1/6/2022 13:13	1/6/2022 13:28	0:15:09			passed
2022 Cybi 10 Ways to Avoid Phishing Scams with Quiz	1/6/2022 15:03	TRUE	1/6/2022 15:03	1/6/2022 15:18	0:15:01			passed
2023 Cybi 2023 Social Engineering Red Flags	1/10/2023 13:00	TRUE	1/10/2023 13:00	1/10/2023 13:20	0:19:50			passed
2023 Cybi 2023 Common Threats	1/10/2023 15:00	TRUE	1/10/2023 15:03	1/10/2023 15:20	0:16:52			passed
2024 Cybi 2024 Your Role, Internet Security and You	1/11/2023 14:00	TRUE	1/11/2023 14:01	1/11/2023 14:27	0:16:30			passed
2024 Cybi 2024 Social Engineering Red Flags	1/17/2023 14:00	TRUE	2/27/2023 15:37	2/28/2023 15:54	0:16:55			passed
Simulated Phish or Train - Phishing Edition	2/13/2023 16:13	TRUE	2/28/2023 15:13	2/28/2023 15:14	0:16:21		50%	passed
2025 Cybi 2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2023 15:05	TRUE	2/28/2023 15:16	2/28/2023 15:34	0:17:59			passed
2026 Cybi 2026 Social Engineering Red Flags	2/1/2023 15:06	TRUE	2/28/2023 15:36	2/28/2023 15:54	0:17:59			passed
2026 Cybi 2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2023 15:04	TRUE	1/10/2023 14:04	1/10/2023 17:32	1:18:15	5 days		passed

Smith, Kimberly

Campaign	Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2024 Q4	2024 Your Role: Internet Security and You	8/1/2024 12:54	TRUE	8/29/2024 20:48	8/29/2024 20:38	0:09:30			passed
2024 Q4	2024 Social Engineering Red Flags	8/1/2024 12:54	TRUE	8/1/2024 20:50	8/29/2024 20:08	0:22:03			passed
2025 Q1	2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2025 13:05	TRUE	11/26/2025 18:12	11/26/2025 18:38	0:26:47			passed
2025 Q1	2025 Social Engineering Red Flags	2/1/2025 13:05	TRUE	11/26/2025 18:39	11/26/2025 18:57	0:13:05			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:01	TRUE	1/8/2026 15:40	1/8/2026 15:42	0:10:22	5 days		passed

Sisti, Monica

Campaign	Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2025 Q1	2025 KnowBe4 Security Awareness Training - 15 Minutes	2/7/2025 14:18	TRUE	12/5/2025 20:12	12/5/2025 20:35	0:22:46			passed
2025 Q1	2025 Social Engineering Red Flags	2/7/2025 14:38	TRUE	12/5/2025 20:41	12/5/2025 20:53	0:16:53			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:01	TRUE	1/8/2026 20:54	1/8/2026 15:21	0:27:22	5 days		passed

Thompson, Amanda

Campaign	Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2025 Q4	2025 KnowBe4 Security Awareness Training - 15 Minutes	10/10/2025 15:57	TRUE	10/10/2025 16:24	10/10/2025 16:41	0:17:58			passed
2026 Q1	2026 Social Engineering Red Flags	10/10/2025 15:57	TRUE	10/10/2025 17:51	10/10/2025 18:11	0:20:22			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:01	TRUE	1/8/2026 14:10	1/8/2026 17:21	0:50:31	5 days		passed

Tompkin, Alesha

Campaign	Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2024 Q4	2024 Your Role: Internet Security and You	8/1/2024 12:57	TRUE	8/1/2024 19:07	8/1/2024 19:28	0:20:16			passed
2024 Q4	2024 Social Engineering Red Flags	8/1/2024 12:58	TRUE	8/1/2024 19:37	8/1/2024 19:53	0:15:53			passed
2025 Q1	2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2025 13:05	TRUE	8/1/2024 19:56	8/1/2024 20:08	1:03:46			passed
2025 Q1	2025 Email Phish Training	12/3/2025 17:15	TRUE	12/4/2025 14:50	12/4/2025 15:00	0:10:10			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:02	TRUE	12/4/2025 14:29	12/4/2025 14:45	0:16:05			passed
2026 Q1	2026 Cyber Security Awareness Training Bonus Quiz	1/1/2026 15:04	TRUE	12/4/2025 14:43	12/4/2025 14:52	0:08:54			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:01	TRUE	12/4/2025 21:50	12/4/2025 21:58	0:07:58			passed
2026 Q1	2026 Common Threats	1/1/2026 15:01	TRUE	12/4/2025 21:35	12/4/2025 21:52	0:16:37			passed
2026 Q1	2026 Your Role: Internet Security and IT	1/1/2026 15:04	TRUE	1/1/2026 15:06	1/1/2026 15:48	0:42:15			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:01	TRUE	1/1/2026 15:49	1/1/2026 16:04	0:15:19			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:05	TRUE	1/1/2026 15:24	1/1/2026 15:29	0:05:05			passed
2026 Q1	2026 Social Engineering Red Flags	2/1/2026 15:05	TRUE	1/1/2026 15:29	1/1/2026 15:34	0:05:05			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:05	FALSE				5 days		not_started

Urrea, Morgan

Campaign	Content Name	Enrollment Date (UTC)	Content Started	Started On (UTC)	Completed On (UTC)	Time Spent	Time Left	Score	Status
2024 Q4	2024 Your Role: Internet Security and You	8/1/2024 12:54	TRUE	8/1/2024 19:07	8/1/2024 19:57	0:50:42			passed
2024 Q4	2024 Social Engineering Red Flags	8/1/2024 12:55	TRUE	8/1/2024 19:43	8/1/2024 20:00	0:16:11			passed
2025 Q1	2025 KnowBe4 Security Awareness Training - 15 Minutes	2/1/2025 13:05	TRUE	8/1/2024 19:28	8/1/2024 19:56	0:27:11			passed
2025 Q1	2025 Email Phish Training	12/3/2025 17:15	TRUE	12/4/2025 14:45	12/4/2025 14:55	0:10:10			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:02	TRUE	12/4/2025 21:35	12/4/2025 21:50	0:15:23			passed
2026 Q1	2026 Cyber Security Awareness Training Bonus Quiz	1/1/2026 15:04	TRUE	12/4/2025 21:52	12/4/2025 21:57	0:05:05			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:01	TRUE	1/1/2026 15:13	1/1/2026 15:18	0:10:31			passed
2026 Q1	2026 Common Threats	1/1/2026 15:01	TRUE	1/1/2026 15:33	1/1/2026 15:50	0:16:48			passed
2026 Q1	2026 Your Role: Internet Security and IT	1/1/2026 15:04	TRUE	1/8/2026 15:03	1/8/2026 15:28	0:24:46			passed
2026 Q1	2026 Social Engineering Red Flags	1/1/2026 15:01	TRUE	1/8/2026 17:15	1/8/2026 17:45	0:29:29			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	2/1/2026 15:05	TRUE	1/8/2026 17:01	1/8/2026 18:38	1:37:30			passed
2026 Q1	2026 Social Engineering Red Flags	2/1/2026 15:05	TRUE	1/29/2026 16:27	1/29/2026 16:44	0:17:34			passed
2026 Q1	2026 KnowBe4 Security Awareness Training - 15 minutes	1/1/2026 15:05	TRUE	1/29/2026 20:40			5 days		in_progress

Supplemental



Inv/Sgt Edward Affinito
25-25920
January 26, 2026

On the above date I completed and attached:

- Accurint Report – Patricia Laster -
- Property Query (above address)

Supplemental

Inv/Sgt Edward Affinito
25-25920
February 3, 2026

On the above date, I received and attached the following from Mike Colvin, Warren County Director of IT:

- Letter authored and signed by members of the Warren County IT Department in regards to the creation and operation of the Warren County ACH form
- Email(s) – Rob Lynch and Christine Norton dated 12/12/2024 (ACH Authorization Form)
- Thumb Drive – Files (below)

Name	Date modified	Type	Size
2026-01-06-Warren County BOS Organiz...	1/22/2026 8:14 AM	MP4 File	158,368 KB
2026-01-16-Warren County BOS Meeting...	1/22/2026 8:16 AM	MP4 File	31,689 KB
2026-01-16-Warren County BOS Meeting	1/22/2026 8:15 AM	MP4 File	214,452 KB
ACH-Authorization-Form	2/3/2026 7:40 AM	E-mail Message	9 KB
FW-ACH-Enrollment-Form	2/3/2026 9:41 AM	E-mail Message	340 KB
FW-electronic-payment	2/3/2026 7:37 AM	E-mail Message	424 KB
RE-1628-19-Warren-County-Agreement	2/3/2026 9:47 AM	E-mail Message	4,285 KB
RE-electronic-payment (2)	2/2/2026 5:55 PM	E-mail Message	407 KB
RE-payment-to-contractor-by-ACH-	2/3/2026 8:42 AM	E-mail Message	19 KB
RE-WireACH-Transfer-Policy-per-Al	2/3/2026 7:48 AM	E-mail Message	91 KB

WARREN COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
1340 State Route 9
Lake George, NY 12845

Michael Colvin, Director
(518) 761-6407

January 22, 2026

To whom it may concern;

On 11/26/2024, Jeremy Scrime was contacted by Deputy Treasurer Rob Lynch and asked to create an online form to capture ACH information from vendors. Rob provided a sample fillable pdf form as a template. This publicly accessible form was to only capture information.

Once completed by a vendor and submitted, an email notification of its existence would be sent to Rob, Claudia Mundell, Kim Smith, Ellen Rose and Dan Donohue. These users could then access the submitted information via the Vinyl system to view or print.

On 11/13/2025 a request was made to add Monica Stark and Carla Sherman by Monica Stark to the email notification recipient list.

This form was not connected to any internal system and did not initiate any type of workflow. Jeremy asked if the form should be password protected or digitally signed and was advised no by Rob Lynch.

Michael Colvin

Jeremy Scrime

Colvin, Michael

From: Lynch, Rob <lynchr@warrencountyny.gov>
Sent: Thursday, December 12, 2024 2:57 PM
To: Norton, Christine
Subject: RE: electronic payment

Yes, ACH is a form of EFT. We do wire as well. This is the first that I am hearing about this. Not sure if this is budgeted anywhere. We can accommodate EFT payments in the same manner that we will do for Mike Colvin. The vendor can go into our website and click on the Vendor ACH Authorization Form and our office will receive notification to process the vendor as an ACH vendor.

Robert V. Lynch II, CPA
Deputy Treasurer
Warren County Treasurer Department
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-6380

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Thursday, December 12, 2024 2:50 PM
To: Lynch, Rob <lynchr@warrencountyny.gov>
Subject: FW: electronic payment
Importance: High

Is ACH & EFT the same thing? I know we don't "wire" – correct? Also, why is the County paying anything to Nexamp? In the DPW Comm Mtg, I specifically asked that this deal was free of charge, ZERO $$$$, to the County and Kevin confirmed! This was also the last time I got yelled at for asking questions in Comm mtgs o/s of POF!

From: Terwilliger, Robert <[redacted]>
Sent: Wednesday, December 11, 2024 4:17 PM
To: Norton, Christine <[redacted]>
Subject: electronic payment

Hello Christine, the Nexamp solar company that is proposing community solar to the county, their proposal calls for the county paying Nexamp for the county's share of the solar credits by electronic funds transfer. Does the County do EFT?

Sincerely,
Robert W. Terwilliger,
Office of the Warren County Attorney
First Assistant County Attorney
1340 State Route 9
Lake, George, NY 12845
518-761-6463

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Supplemental

Inv/Sgt Edward Affinito
25-25920
February 16, 2026

On the above date, I received from Sheriff LaFarr:

- an inter-office mail envelope containing (6) photocopied pages of a letter and envelope from Raszell Reeder, an inmate in the Mid-State Correctional Facility (DIN 94-A-6388)

The information within was reviewed by myself, Inv. Maille, Inv. Morse and attached to the case file.

January 25, 2026

Notify Warren County Sheriff Office

County Treasurer
Warren County N.Y.

The emergency I request is to help Warren County Sheriff office. January 1st 2026 Times-Union Newspaper for Albany N.Y. Said 3.3 Million Dollars Wire transfer scam stole it from the County treasury office. An is being investigated by Warren County Sheriff office, federal bureau of investigation.

I have license plates of citizens that participated in each Cyber Scam. The other license plates was sent to Ambassador the Elise Stefanik the former Congresswoman of New York. I send you other newspaper as additional evidence it's Cyber organizations under a leadership. I also have videos that prove how they commit the Cyber Crimes an show how they do it.

You can have Albany N.Y. FBI talk to me or write me. Do not Send office Special Investigations Unit of Corrections Department. there is infiltration I can produce evidence on they without Cyber training neither to national Security evidence. I have Secret Codes.

Please send address to me: Warren County Sheriff office, Rochester Police Department Major Crimes Unit, Voorheesville Police Department and to Rochester N.Y. American Civil Liberty Union. An Voorheesville N.Y. Public School.

If Wrong County Treasury office send to Correct location.

Sincerely,
Rogelio Reader

Bolton is accused of sharing with his wife and daughter more than 1,000 pages of notes that included sensitive information he had gleaned from meetings with other U.S. government officials and foreign leaders or from intelligence briefings. Authorities say some of the information was exposed when operatives believed to be linked to the Iranian government hacked Bolton's email account he used to send the diary-like notes about his activities to his relatives.

The Justice Department also alleges Bolton stored at his home highly classified intelligence about a foreign adversary's plans to attack U.S. forces overseas, covert action taken by the U.S. government and other state secrets.

"There is one tier of justice for all Americans," Attorney General Pam Bondi said in a statement Thursday. "Anyone who abuses a position of power and jeopardizes our national security will be held accountable. No one is above the law."

Bolton, 76, is a longtime fixture in Republican foreign policy circles who became known for his hawkish views on American power and who served for more than a year in Trump's first administration before being fired in 2019. He later published a book highly critical of Trump.

The cyber attackers is different organizations under same leadership.

License plates is of citizens that help them commit cyber crimes an they use secret codes.

$1M stolen from Voorheesville schools

By Kathleen Moore
STAFF WRITER

VOORHEESVILLE — Cyber criminals stole $1 million from the Voorheesville school district earlier this month, the district announced Thursday.

They got the money in an "unauthorized transfer" from the district's capital construction fund, the district said.

Voorheesville is in the town of New Scotland, a suburb of Albany.

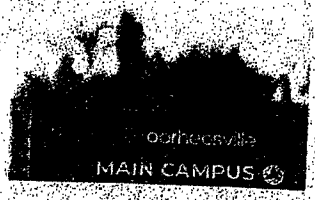
The district discovered the theft on Oct. 8. Investigators from the State Police, FBI and the U.S. Secret Service are working on the case.

So far, they have recovered about $750,000, the district said.

If the district cannot get back all of the money, it can apply for reimbursement from its cyber insurance coverage, the district said.

The district also said it is conducting "a thorough review of its internal procedures and protocols to further strengthen safeguards against the increasingly sophisticated threats posed by cybercrime."

The investigation is still active. The school board and administration said they were "committed to transparency and to maintaining the community's trust" by releasing information while they deal with the situation.



Will Waldron/Times Union

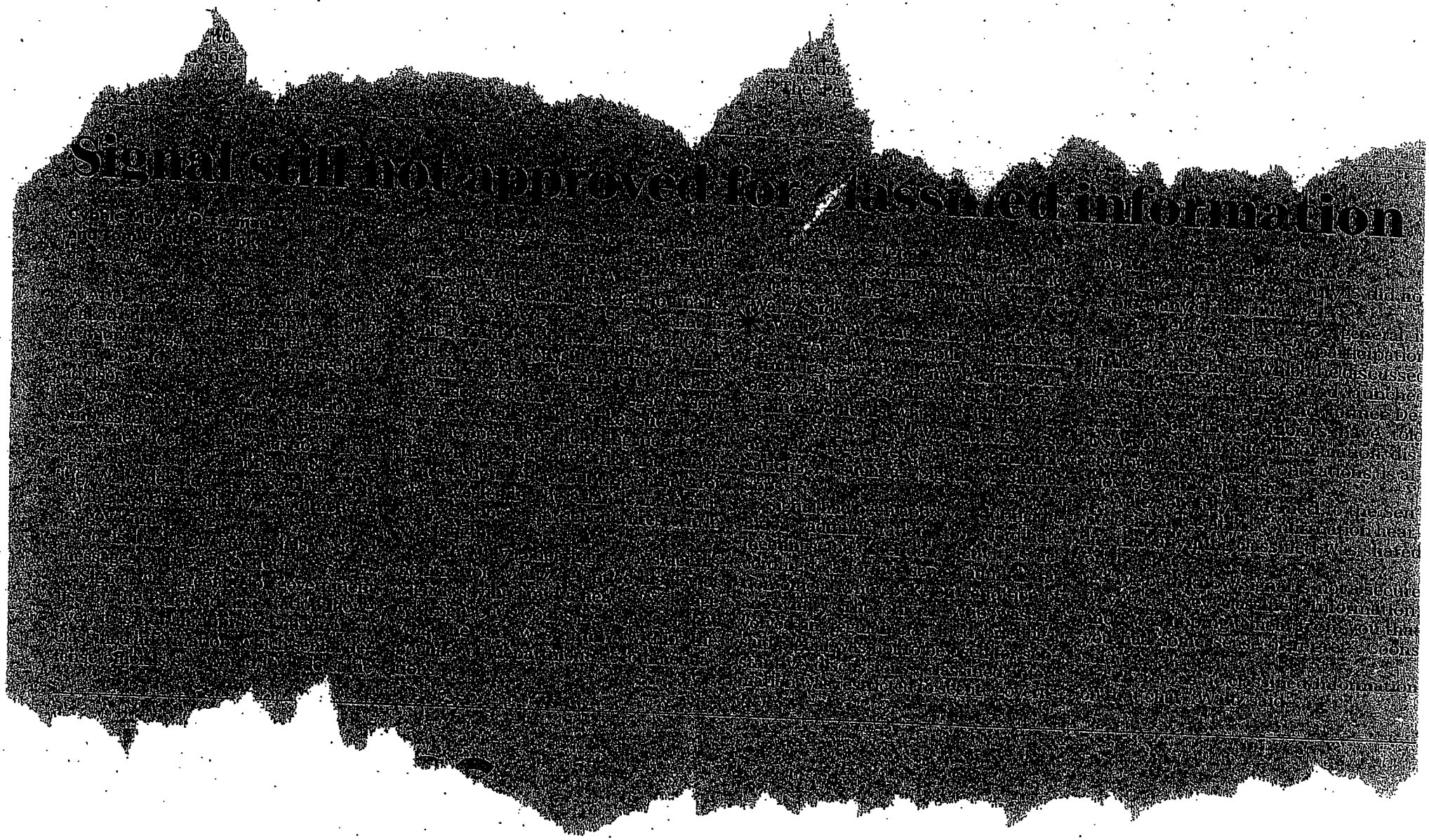
Cyber criminals stole $1 million from the Voorheesville school district, but it's unclear how they gained access.

The district has not ye said how the cyber criminal got access to its systems. The superintendent declined t comment beyond what th district had announced. State Police and the FBI dic not respond to requests fo comment.

In 2022, voters approved a $25 million capital project to build a new bus garage and update the elementary school. The bus garage is largely complete. Superintendent Frank Macri took families on a virtual tour of the facility earlier this month, highlighting that the new bays are tall enough to bring in a bus and lift it so mechanics can work underneath.

The project at the elementary school has begun, with exterior concrete and drainage work underway.

It's unclear how much money was in the capital construction fund when the cyberattack occurred.


Signal still not approved for classified information

18R

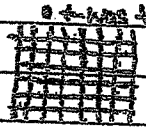
June 27th 2024 Tuesday

Written on Van Truck is Way Back . Lisence 588 on 58
Emergency Communications written on Leftside of driver door .
Back of Leftside door written OEC . Back of Rightside door written Services 2 .

Truck leftside drivers door written Lily

Car Lisence 5874

Car Lisence 2061

Truck Back Rear Leftside 

Over 10,000 Vehicles use Trucks , Cars , Vans , pickup trucks , jeeps , etc . On Way back near prison School Children was in School Yard .

Other lisence plates sent to Congress .

MID-STATE CORRECTIONAL FACILITY
P.O. BOX 2500
MARCY, NEW YORK 13403

NAME: Raszell Reeder DIN: 94A6388
C2-32 cell

Mid - State

Correctional Facility

neopost
01/27/2026
US POSTAGE $000.74⁰

FIRST-CLASS MAIL
IM

ZIP 13403
041L11251108

To: Warren County Treasury Office
1340 State Route 9
Lake George NY 12845

JAN 30 2026

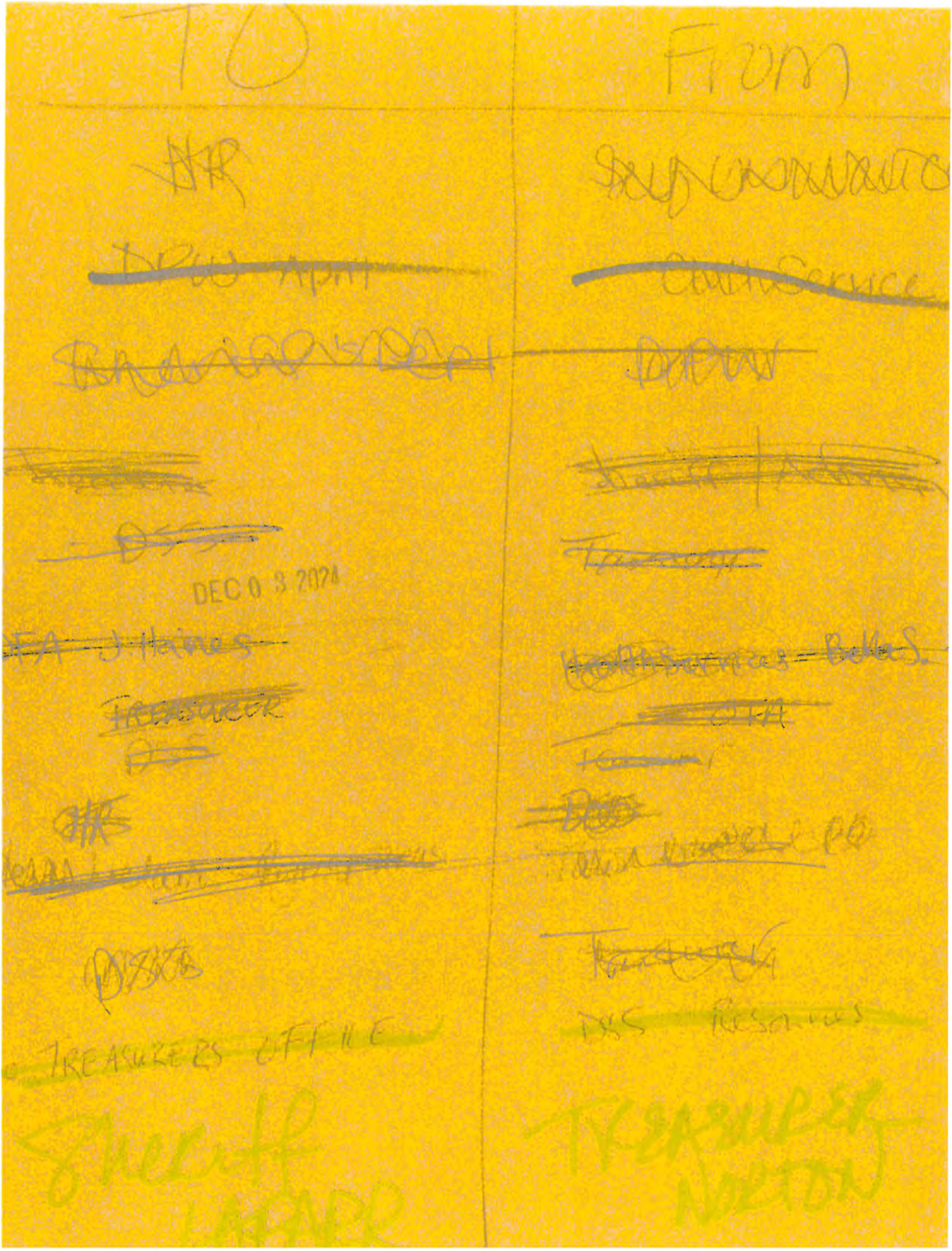
LEGAL MAIL

1284583484 R003

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
INCARCERATED INDIVIDUAL CORRESPONDENCE PROGRAM

NAME: Russell Reeder DIN: 94 A 6388
C2-32 Cell

Printed On Recycled Paper


DEC 0 3 2024

CASE NARRATIVES
&
SUPPLEMENTAL
REPORTS

UNDERSHERIFF
TERRY COMEAU

2025-25920

TM COMEAU, UNDERSHERIFF

12-24-2025

Received email chain from Monica STARK.

Spoke with Ed. Doughney, county DPW. Requested email chain between Department of Public Works and Peckham's Material in relation to $2.1 million dollar payment.

From: Norton, Christine
To: Stark, Monica; Donohue, Daniel
Cc: Elmen, Larry; Burnham, Jessica; Smith, Jennifer; Sherman, Carla; Rivers, Marilyn
Subject: RE: Wire Transfers?
Date: Tuesday, September 30, 2025 11:16:46 AM
Importance: High

Monica/Dan – please coordinate and review/confirm the County's wire-transfer process as described my Carla below, making sure to add/clarify any necessary details.

Also, pls confirm that there is, or is not, a wire transfer policy.

Please make this request a top priority.

Thank you!

CVN

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Tuesday, September 30, 2025 11:03 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: RE: Wire Transfers?

Marilyn,

Yes, the County does send wire transfers. To my knowledge there is no written policy. It's only a few selected payments that we use this function for. The department must request the approval to do so from the Treasurer's office who then works with them to set up the banking information. The payments come through my office in an out of audit batch. I send the batch information to Claudia Mundell who sets up the payment on their banking system then provide the actual batch to Ellen Rose to process the A/P side of it. After the payment is made we run a report as we do for all payments but we also get a notice from Claudia showing the online payment information as well. That gets verified for the amount and is uploaded to the invoice entry in New World. Let me know if you have any other questions for my side of the process.

~Carla

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 10:31 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>

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From:	Norton, Christine
To:	Rivers, Marilyn
Cc:	LeClair, Heidi; Paddock, Brooke
Subject:	FW: Cyber Liability Insurance Application
Date:	Tuesday, September 30, 2025 11:48:32 AM

Please see highlighted responses below

From: LeClair, Heidi <leclairh@warrencountyny.gov>
Sent: Tuesday, September 30, 2025 11:24 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Cyber Liability Insurance Application

Please see below for requested information.

Thank you,
Heidi

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 11:07 AM
To: Monica Stark <mailat_monica@yahoo.com>; Donohue, Daniel <donohued@warrencountyny.gov>; LeClair, Heidi <leclairh@warrencountyny.gov>; Paddock, Brooke <paddockb@WarrenCountyNY.gov>
Cc: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Subject: FW: Cyber Liability Insurance Application
Importance: High

Team – please see the following URGENT request from the County Attorney's Office. Can I please ask you to succinctly address, in response to this email, the following questions where your name appears.

Please consider this your #1 priority at the moment. If you have a conflict pls touch base with me so we can manage accordingly.

CVN

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 10:29 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: Cyber Liability Insurance Application
Importance: High

Christine:

I need your assistance.

We are completing the following information regarding the County's cyber liability program. We need the following information ASAP:

1. Current Full Fiscal Year Revenues *(Monica)*
2. Last Completed Fiscal Year Gross Revenues *(Monica)*
3. Who/how does the County currently "collect, store, host, process, control, use or share biometric information ie fingerprints used for the attendance system? *(Heidi/Brooke)* – ***Currently all Time & Attendance is stored on the cloud hosted by NOVAtime – our current vendor.***
4. Do we collect and store employee information – payroll, health, retirement? If no, does the vendor and who is the vendor? *(Heidi/Brooke)* – ***Payroll is stored on a Warren County Server (New World) older records are stored in Treasurers Office vault – Health is handled by Marshall & Sterling (more information could be provided by HR) – Retirement information is accessed through NYSLRS on- line program.***
4. Does the County use credit cards for any of its operations? If yes who is (are) the vendor(If the County uses a vendor for credit card transactions, who manages their "PCI-DSS Compliance")? ***(CVN – yes, we use credit cards in the front office to accept various payments (Prop Tax, Occ Tax, etc). The vendor is GovPayNet, and to my knowledge there has been NO PCI-DSS compliance checks in place. We have a POS devise that folks can use at the front desk for credit card payments. However, I will make sure that the we, as well as the technology solutions I am putting in place for on-line payments (eta: 2026), will be fully PCI-DSS compliant.***
5. We need to obtain a PDF of next years budget that is in play. ***(Monica, pls coordinate w Tammie if necessary)***

Unfortunately, I need this information ASAP.

Thank you for helping.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Welcome! As a policyholder with Tokio Marine HCC – Cyber & Professional Lines Group (CPLG), you are more than insured, you are prepared.

TOKIO MARINE HCC

Cyber & Professional Lines Group

CyberNET®
Your primary contact has been registered for our CyberNET® portal, which provides security training, phishing simulations, and your Cyber Risk Scan report with an assessment of your public-facing cyber security defenses and Dark Web analysis.

To access the site:

1. Simply go to cybernet.tmhcc.com.
2. Enter your email address and you'll immediately receive an email with a one-time link from cybernet@tmhcc.com.
3. Click the link to access the site, download your report, and administer training.

Cyber Security Training and Phishing Simulations
Don't let Ransomware or Business Email Compromise (BEC) damage your business. Teach your staff to avoid common forms of fraud through our free, comprehensive cyber security training and phishing simulations on **CyberNET®**. Monitor your organization's progress as they complete our customizable training modules and phishing campaigns.

Continuous Exposure Scanning
Throughout the policy period we conduct non-intrusive scans to monitor your network for the presence of exposures and notify you of important steps you can take to address them. We also keep you updated on new zero-day vulnerabilities and other breaking cyber threats.

You can mitigate your risk of a cyber incident, by adhering to notices and ensuring you enforce cyber security controls, such as multi-factor authentication, across your entire organization.

Please review all midterm notices and immediately follow the recommended steps to ensure your organization is protected. If you need assistance, our Cyber Threat-Intelligence (CTI) team is ready to aid you, you can contact our team at CPL.CTI@tmhcc.com or by calling 888.627.8995 and pressing 3.

Report an Incident
Our claims team has built strong direct relationships with the top security/privacy vendors and law firms while in the course of handling over 6,000 cyber incidents every year.

If you suspect a breach or cyber incident:

- Contact your agent; and
- Call our Cyber Claims department at 888.627.8995; press 1

We are excited you chose CPLG to be your insurance partner.



TOKIO MARINE HCC

HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

1. **Named Insured**: Warren County
2. **Address:** 1340 State Route 9
   Lake George, New York 12845
3. **Policy Number**: H25NGP249318-00 **Renewal of:** NEW
4. **Policy Period**: Effective Date: January 01, 2025 to Expiration Date: January 01, 2026
   (12:01 a.m. Local Time at the Address of the **Named Insured** stated in Item 2 above)
5. **Retroactive Date**: Full Prior Acts.
6. **Knowledge Date**: January 1, 2025
7. **Premium**: $39,000.00
8. **Limits of Liability**:

"Nil" or "N/A" indicates that the Coverage was not purchased and that portion of the Policy does not apply.

A. Limits Per Insuring Agreement:

Third Party Liability Insuring Agreements
(Claims Made and Reported Coverage)

	Each **Claim**	Aggregate
Multimedia Liability Coverage	$3,000,000.00	$3,000,000.00
Security and Privacy Liability Coverage	$3,000,000.00	$3,000,000.00
Privacy Regulatory Defense and Penalties Coverage	$3,000,000.00	$3,000,000.00
PCI DSS Liability Coverage	$3,000,000.00	$3,000,000.00
Bodily Injury Liability Coverage	$250,000.00	$250,000.00
Property Damage Liability Coverage	$50,000.00	$50,000.00
TCPA Defense Coverage	$50,000.00	$50,000.00

First Party Insuring Agreements
(Event Discovered and Reported Coverage)

	Each **Claim**	Aggregate
Breach Event Costs Coverage	$3,000,000.00	$3,000,000.00
Post Breach Remediation Costs Coverage	$25,000.00	$25,000.00
BrandGuard® Coverage	$3,000,000.00	$3,000,000.00
System Failure Coverage	$3,000,000.00	$3,000,000.00



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HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

	Each **Claim**	Aggregate
Dependent System Failure Coverage	$3,000,000.00	$3,000,000.00
Cyber Extortion Coverage	$3,000,000.00	$3,000,000.00
Cyber Crime Coverage		
A. Financial Fraud Sublimit	$250,000.00	$250,000.00
B. Telecommunications and Utilities Fraud Sublimit	$250,000.00	$250,000.00
C. Phishing Fraud Sublimits		
1. Your Phishing Fraud Loss Sublimit	$250,000.00	$250,000.00
2. Client Phishing Fraud Loss Sublimit	$250,000.00	$250,000.00
3. Phishing Fraud Aggregate Sublimit (C.1. & C.2. combined)		$250,000.00
Cyber Crime Aggregate Limit (A., B., & C. combined)		$250,000.00
Bricking Loss Coverage	$3,000,000.00	$3,000,000.00
Property Damage Loss Coverage	$50,000.00	$50,000.00
Reward Expenses Coverage	$50,000.00	$50,000.00
Court Attendance Costs Coverage	$25,000.00	$25,000.00

B. Maximum Policy Aggregate Limit: $3,000,000.00

C. Additional Defense Costs Limit: Not Applicable
(Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)

D. Breach Event Costs Outside the Limit Enhancement: INCLUDED

9. **Deductibles, Waiting Periods, Periods of Indemnity and Period of Restoration:**

A. Each Insuring Agreement:

Multimedia Liability Coverage Deductible	$25,000.00 each **Claim**
Security and Privacy Liability Coverage Deductible	$25,000.00 each **Claim**
Privacy Regulatory Defense and Penalties Coverage Deductible	$25,000.00 each **Claim**
PCI DSS Liability Coverage Deductible	$25,000.00 each **Claim**
Bodily Injury Liability Coverage Deductible	$25,000.00 each **Claim**
Property Damage Liability Coverage Deductible	$25,000.00 each **Claim**
TCPA Defense Coverage Deductible	$25,000.00 each **Claim**
Breach Event Costs Coverage Deductible	$25,000.00 each **Claim**
Post Breach Remediation Costs Coverage Deductible	$25,000.00 each **Claim**
BrandGuard® Coverage	
Waiting Period:	2 weeks
Period of Indemnity:	6 months



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HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

System Failure Coverage	
A. Data Recovery Deductible	$25,000.00 each **Claim**
B. Non-Physical Business Interruption	
Waiting Period:	8 hours
Period of Restoration:	6 months
Dependent System Failure Coverage	
A. Data Recovery Deductible	$25,000.00 each **Claim**
B. Non-Physical Business Interruption	
Waiting Period:	12 hours
Period of Indemnity:	4 months
Cyber Extortion Coverage Deductible	$25,000.00 each **Claim**
Cyber Crime Coverage Deductible	$25,000.00 each **Claim**
Bricking Loss Coverage Deductible	$25,000.00 each **Claim**
Property Damage Loss Coverage Deductible	$25,000.00 each **Claim**
Reward Expenses Coverage Deductible	$25,000.00 each **Claim**
Court Attendance Costs Coverage Deductible	None

B. Aggregate Deductible: Not Applicable

10. **How to Report a Claim**:

Report any **Claim** or potential **Claim** to:

Tokio Marine HCC Cyber & Professional Lines Group
Claims Department
16501 Ventura Blvd., Suite 200
Encino, CA 91436
Claims Telephone Number: 888-627-8995
Claims Email Address: CyberClaims@tmhcc.com

Schedule of Endorsements

It is hereby agreed that the following endorsements are attached to and are made a part of this Policy at time of issue:

1. NGP1012-42020 Amendment of Created or Acquired Subsidiaries Clause
2. NGP1082-52020 Amendment of Other Insurance Provisions: Excess Insurance
3. NGP1077-122023 Biometric Claims Sublimit
4. NGP1115-112023 Dependent System Failure Non-IT Service Provider Sublimit
5. NGP1078-52020 Nuclear Incident Exclusion
6. NGP1076-42020 Policyholder Disclosure Notice of Terrorism Insurance Coverage

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HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

7. NGP1075-42020 Service of Suit
8. NGP1109-102023 War and Cyber Operation Exclusion
9. NGP1124-82024 RPS Cyber Amendatory

By: _____
Authorized Representative

HOUSTON CASUALTY COMPANY

NetGuard® Plus Cyber Liability Insurance

Table of Contents

I. INSURING AGREEMENTS 1
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS 1
(1) **Multimedia Liability Coverage** 1
(2) **Security and Privacy Liability Coverage** 1
(3) **Privacy Regulatory Defense and Penalties Coverage** 1
(4) **PCI DSS Liability Coverage** 1
(5) **Bodily Injury Liability Coverage** 2
(6) **Property Damage Liability Coverage** 2
(7) **TCPA Defense Coverage** 2
(B) FIRST PARTY INSURING AGREEMENTS 2
(1) **Breach Event Costs Coverage** 2
(2) **Post Breach Remediation Costs Coverage** 2
(3) **BrandGuard® Coverage** 2
(4) **System Failure Coverage** 3
(5) **Dependent System Failure Coverage** 3
(6) **Cyber Extortion Coverage** 3
(7) **Cyber Crime Coverage** 3
(8) **Bricking Loss Coverage** 4
(9) **Property Damage Loss Coverage** 4
(10) **Reward Expenses Coverage** 4
(11) **Court Attendance Costs Coverage** 4
II. DEFENSE, SETTLEMENT AND INVESTIGATION OF CLAIMS 4
III. LIMITS OF LIABILITY 5
IV. DEDUCTIBLE AND WAITING PERIOD 7
V. TERRITORIAL LIMITS 7
VI. DEFINITIONS 7
VII. EXCLUSIONS AS TO THE ENTIRE POLICY 20
VIII. EXCLUSIONS AS TO ALL FIRST PARTY INSURING AGREEMENTS 23
IX. EXCLUSIONS AS TO BODILY INJURY LIABILITY COVERAGE AND PROPERTY DAMAGE LIABILITY COVERAGE 23
X. EXCLUSIONS AS TO BRANDGUARD COVERAGE 23
XI. EXCLUSIONS AS TO SYSTEM FAILURE COVERAGE AND DEPENDENT SYSTEM FAILURE COVERAGE 23
XII. EXCLUSIONS AS TO CYBER CRIME COVERAGE 24
XIII. EXCLUSIONS AS TO PROPERTY DAMAGE LOSS COVERAGE 24
XIV. NOTIFICATION 24
XV. LOSS DETERMINATION 25
XVI. CONDITIONS AS TO PROPERTY DAMAGE LOSS COVERAGE 26
XVII. POLICY CONDITIONS 27
XVIII. MATERIAL CHANGES 31
XIX. COVERAGE IN THE EVENT OF A TAKEOVER AND CHANGE OF CONTROL EXTENDED REPORTING PERIOD 32
XX. CURRENCY AND PAYMENTS 33
XXI. ENTIRE AGREEMENT 33

NetGuard® Plus Cyber Liability Insurance

THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, MEANING COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO THE COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THIS POLICY. THE FIRST PARTY INSURING AGREEMENTS PROVIDE FIRST PARTY COVERAGE ON AN EVENT DISCOVERED AND REPORTED BASIS, UNLESS STATED OTHERWISE IN THIS POLICY. THE LIMITS OF LIABILITY FOR THE THIRD PARTY LIABILITY INSURING AGREEMENTS INCLUDE DEFENSE COSTS. PLEASE REVIEW THIS POLICY CAREFULLY WITH YOUR INSURANCE BROKER OR ADVISOR.

In consideration of the payment of the premium, the undertaking of the **Named Insured** to pay the applicable Deductible(s) herein, and in reliance upon all statements made and information in the **Application**, which is deemed attached hereto and made a part of this Policy, and subject to all terms, conditions, limitations and exclusions of this Policy, the Company agrees with the **Named Insured** as follows:

The Company shall mean the insurance carrier set forth in the Declarations of this Policy.

I. INSURING AGREEMENTS

This Policy applies only to those Insuring Agreements purchased by the **Named Insured**, as shown in the Declarations of this Policy.

(A) THIRD PARTY LIABILITY INSURING AGREEMENTS

(1) Multimedia Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, including liability **Assumed Under Contract**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Claim** for an actual or alleged **Multimedia Wrongful Act**, provided always that: (a) the **Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Multimedia Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(2) Security and Privacy Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, including liability **Assumed Under Contract**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Claim** for an actual or alleged **Security and Privacy Wrongful Act**, provided always that: (a) the **Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Security and Privacy Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(3) Privacy Regulatory Defense and Penalties Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay a **Regulatory Compensatory Award** or **Regulatory Fines and Penalties**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Privacy Regulatory Proceeding** instituted against the **Insured** because of a **Security Breach** or **Privacy Breach**, provided always that: (a) the **Privacy Regulatory Proceeding** is instituted against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Privacy Regulatory Proceeding** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Privacy Regulatory Proceeding** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Security Breach** or **Privacy Breach** occurs on or after the Retroactive Date set forth in the Declarations of this Policy.

(4) PCI DSS Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **PCI DSS Fines and Assessments**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay because of a **PCI DSS Demand** resulting from a **Security Breach** or **Privacy Breach**, provided always that: (a) the **PCI DSS Demand** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **PCI DSS Demand** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **PCI**

DSS Demand prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Security Breach** or **Privacy Breach** occurs on or after the Retroactive Date set forth in the Declarations of this Policy.

(5) **Bodily Injury Liability Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Bodily Injury Claim** for an actual or alleged **Bodily Injury Wrongful Act**, provided always that: (a) the **Bodily Injury Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Bodily Injury Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Bodily Injury Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Bodily Injury Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(6) **Property Damage Liability Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Property Damage Claim** for an actual or alleged **Property Damage Wrongful Act**, provided always that: (a) the **Property Damage Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Property Damage Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Property Damage Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Property Damage Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(7) **TCPA Defense Coverage**

(a) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Defense Costs** incurred by an **Insured** to defend against a **TCPA Claim** for an actual or alleged **TCPA Violation**, provided always that: (a) the **TCPA Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **TCPA Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **TCPA Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **TCPA Violation** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(b) The Company shall not be obligated to pay any amounts other than **Defense Costs** under this Insuring Agreement.

(B) FIRST PARTY INSURING AGREEMENTS

(1) **Breach Event Costs Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Privacy Breach Response Costs**, **Notification Expenses** and **Breach Support and Credit Monitoring Expenses** that **You** incur because of an **Adverse Media Report**, **Security Breach** or **Privacy Breach**, provided always that: (a) the **Adverse Media Report**, **Security Breach** or **Privacy Breach** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; and (b) the **Adverse Media Report**, **Security Breach** or **Privacy Breach** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy.

(2) **Post Breach Remediation Costs Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Post Breach Remediation Costs** that **You** incur with **Approval** after a **Security Breach** or **Privacy Breach** occurs, provided always that: (a) Section **I.(B)**(1) of this Policy applies to the **Security Breach** or **Privacy Breach**; and (b) an **Executive** has made a written request to the Company for indemnification of **Post Breach Remediation Costs** pursuant to Section **XIV.(A)** of this Policy.

(3) **BrandGuard® Coverage**

Subject to the applicable **Waiting Period** and Limit of Liability, the Company shall pay provable and ascertainable **Brand Loss** that **You** sustain during the **Period of Indemnity** as a direct result of an **Adverse Media Report** or **Notification** of a **Security Breach** or **Privacy Breach**, provided always that: (a) the **Security Breach** or **Privacy Breach** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Security Breach** or **Privacy Breach** is reported to the Company in writing pursuant to Section **XIV.(B)** of this Policy; and (c) **You** provide clear evidence that the **Brand Loss** is directly attributable to the **Adverse Media Report** or **Notification**.

(4) **System Failure Coverage**

(a) **Data Recovery**

(i) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Digital Assets Loss** and **Special Expenses** that **You** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **Digital Assets** resulting from a **System Failure**, provided always that: (a) the **System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Digital Assets Loss** and **Special Expenses** directly result from the **System Failure**.

(ii) The Company shall pay **Digital Assets Loss** and **Special Expenses** for up to twelve (12) months following an **Executive's** discovery of the **System Failure**, unless specified otherwise by endorsement to this Policy.

(b) **Non-Physical Business Interruption**

Subject to the applicable **Waiting Period** and Limit of Liability, the Company shall pay **Income Loss**, **Interruption Expenses** and **Special Expenses** that **You** incur during the **Period of Restoration** because of a **System Failure**, provided always that: (a) the **System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Income Loss**, **Interruption Expenses** and **Special Expenses** directly result from the **System Failure**.

(5) **Dependent System Failure Coverage**

(a) **Data Recovery**

(i) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Digital Assets Loss** that **You** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **Digital Assets** resulting from a **Dependent System Failure**, provided always that: (a) the **Dependent System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Dependent System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Digital Assets Loss** directly results from the **Dependent System Failure**.

(ii) The Company shall pay **Digital Assets Loss** for up to twelve (12) months following an **Executive's** discovery of the **Dependent System Failure**, unless specified otherwise by endorsement to this Policy.

(b) **Non-Physical Business Interruption**

Subject to the applicable **Waiting Period** and Limit of Liability, the Company shall pay **Dependent Business Interruption Loss** that **You** incur during the **Period of Indemnity** because of an actual interruption or suspension of **Your** business directly caused by a **Dependent System Failure**, provided always that: (a) the **Dependent System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Dependent System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Dependent Business Interruption Loss** directly results from the **Dependent System Failure**.

(6) **Cyber Extortion Coverage**

(a) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Cyber Extortion Expenses** and **Cyber Extortion Monies** that **You** pay as a direct result of a **Cyber Extortion Threat**, provided always that: (a) the **Cyber Extortion Threat** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; and (b) the **Cyber Extortion Threat** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy.

(b) The Company shall not be obligated to pay **Cyber Extortion Expenses** or **Cyber Extortion Monies** for which the Company has not given **Approval**. Every **Insured** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or equivalent foreign agency before surrendering any **Cyber Extortion Monies** in response to a **Cyber Extortion Threat**.

(7) **Cyber Crime Coverage**

(a) **Financial Fraud**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Financial Fraud Loss** that **You** sustain because of **Financial Fraud**, provided always that: (a) the **Financial Fraud** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Financial Fraud** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy;

and (c) **You** provide written confirmation to the Company that **Your** bank or credit card company has refused to reverse or prevent a payment transaction or to indemnify or reimburse **You** for the **Financial Fraud Loss**.

(b) **Telecommunications and Utilities Fraud**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay:

(i) **Telecommunications Fraud Loss** that **You** sustain because of **Telecommunications Fraud**; or

(ii) **Utilities Fraud Loss** that **You** sustain because of **Utilities Fraud**;

provided always that: (a) the **Telecommunications Fraud** or **Utilities Fraud** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Telecommunications Fraud** or **Utilities Fraud** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and c) **You** provide clear evidence that the **Telecommunications Fraud Loss** directly results from the **Telecommunications Fraud** or that the **Utilities Fraud Loss** directly results from the **Utilities Fraud**.

(c) **Phishing Fraud**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay:

(i) **Your Phishing Fraud Loss** that **You** sustain because of **Phishing Fraud**, provided always that: (a) the **Phishing Fraud** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; and (b) the **Phishing Fraud** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and

(ii) **Client Phishing Fraud Loss** that **You** sustain because of **Client Phishing Fraud**, provided always that: (a) the **Client Phishing Fraud** directly results from a **Hacking Attack**; (b) the **Client Phishing Fraud** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; and (c) the **Client Phishing Fraud** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy.

(8) **Bricking Loss Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Bricking Loss** that **You** incur due to a **Bricking Event**, provided always that: (a) the **Bricking Event** occurs and is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Bricking Event** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy, and (c) **You** provide clear evidence that the **Bricking Loss** results from the **Bricking Event**.

(9) **Property Damage Loss Coverage**

Subject to the applicable Deductible, Limit of Liability and Sections **XV.(D)** and **XVI.** of this Policy, the Company shall pay for physical damage to **Covered Property** caused by or resulting from a **Hacking Attack**, provided always that: (a) the **Hacking Attack** occurs and is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) **You** provide clear evidence that such physical damage is directly caused by or results from a **Hacking Attack**; and (c) there is no other valid and collectible insurance available to **You** for such physical damage.

(10) **Reward Expenses Coverage**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Reward Expenses** that **You** incur with **Approval**, provided always that an **Executive** submits a written request for indemnification of **Reward Expenses** to the Company pursuant to Section **XIV.(A)** of this Policy.

(11) **Court Attendance Costs Coverage**

(a) Subject to the applicable Limit of Liability, the Company shall reimburse an **Insured** for **Court Attendance Costs** incurred by an **Insured** to attend mediation, arbitration proceedings, hearings, depositions and trials, if required by the Company in connection with the defense of a **Claim** under any Third Party Liability Insuring Agreement of this Policy, and a written request for indemnification of **Court Attendance Costs** is made by or on behalf an **Insured** pursuant to Section **XIV.(A)** of this Policy.

(b) Notwithstanding the above, the Company's daily maximum Limit of Liability for **Court Attendance Costs** is $500.00, regardless of the number of **Claims**, **Insureds** or legal proceedings attended by an **Insured**.

II. DEFENSE, SETTLEMENT AND INVESTIGATION OF CLAIMS

(A) Defense Provisions as to Sections I.(A)(1) through I.(A)(7)

(1) The Company has the right and duty to defend any **Claim** under any Third Party Liability Insuring Agreement of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent, including the right to appoint an attorney to defend any such **Claim**. However, if a **Claim** is brought and maintained against an **Insured** in a

foreign jurisdiction where the Company is not permitted to defend such **Claim**, then the obligation to defend shall reside solely with an **Insured**, and the Company shall reimburse **Defense Costs** incurred by an **Insured**. A reasonable and good faith defense by an **Insured** shall be a condition precedent to such reimbursement.

(2) The Company's payment of **Defense Costs** or any other amounts reduces, and may completely exhaust, the Limit of Liability available to pay **Damages**, where applicable, under this Policy.

(3) The Company's duty to defend any **Claim**, or pay any **Damages**, **Defense Costs** or other amounts, shall cease upon exhaustion of the applicable Limit Per Insuring Agreement or the Maximum Policy Aggregate Limit, whichever is first. Upon exhaustion of the applicable Limit of Liability, the Company will have the right to withdraw from the defense of a **Claim** by tendering control to the **Named Insured**.

(B) Consent to Settlement Provisions as to Sections I.(A)(1) through I.(A)(6)

(1) No **Insured** shall pay any **Damages**, **Defense Costs**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, or settle or offer to settle any **Claim**, assume any contractual obligation, admit liability, make any payment, or confess or otherwise consent to any judgment without **Approval**. The Company shall not be liable for any **Damages**, **Defense Costs**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties**, **PCI DSS Fines and Assessments**, settlement, judgment, assumed obligation, admitted liability or payment to which the Company has not given **Approval**.

(2) The Company will not settle any **Claim** or pay any **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments** without an **Insured's** consent.

(3) If an **Insured** refuses to consent to any settlement or compromise recommended by the Company that is acceptable to the claimant, and such **Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, the Company's liability for such **Claim** shall not exceed:

(a) the amount for which the **Claim** could have been settled, less the remaining Deductible, plus **Defense Costs** incurred up to the date such **Insured** withheld consent to such settlement, plus

(b) seventy percent (70%) of any **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, whichever applies, incurred after the date such **Insured** withheld consent to such settlement or compromise, subject always to all other terms and conditions of this Policy, including, but not limited to, the applicable Deductible and the Limit of Liability.

(c) the remaining thirty percent (30%) of **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments** referenced in paragraph (b) above shall be the sole responsibility of such **Insured**.

(4) Section **II.(B)**(3) above will not apply to any settlement where the total incurred **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, whichever applies, do not exceed the applicable Deductible.

(C) Choice of Counsel (Applicable to All Insuring Agreements)

(1) The Company may consider an **Insured's** choice of counsel to defend any **Claim**, or to advise and consult on the appropriate course of action with respect to any **First Party Insured Event**, but the final decision on selection of counsel rests with the Company. No **Insured** shall appoint counsel without **Approval**.

(2) The Company will have no obligation to pay **Defense Costs**, **Initial Breach Consultation Costs** or any other legal expenses incurred by an **Insured** before the notice of **Claim** is received by the Company, or without **Approval**.

(D) Investigation (Applicable to All Insuring Agreements)

The Company has the right to make any investigation it deems necessary including, without limitation, any investigation with respect to the **Application**, statements made in the **Application** or coverage.

III. LIMITS OF LIABILITY

(A) Limits Per Insuring Agreement

The Limits Per Insuring Agreement set forth in the Declarations of this Policy are the maximum the Company shall pay under each Insuring Agreement of this Policy for each **Claim**, and in the aggregate for all **Claims**, first made during the **Policy Period** and any Extended Reporting Period, if applicable, including **Defense Costs** where applicable, regardless of the number of **Claims**, claimants or **Insureds**. If any Limit Per Insuring Agreement is exhausted, the Company's obligations under that Insuring Agreement shall cease.

(B) Maximum Policy Aggregate Limit

(1) The Maximum Policy Aggregate Limit set forth in the Declarations of this Policy is the maximum the Company shall pay under this Policy for all **Claims** first made during the **Policy Period**, including **Defense Costs**, regardless of the number of Insuring Agreements that apply; however, if this Policy provides for an Additional **Defense Costs** Limit and/or Breach Event Costs Outside the Limit Enhancement, as indicated in the Declarations, the maximum the Company shall pay under this Policy is the sum of: (a) the Maximum Policy Aggregate Limit, plus (b) the Additional **Defense Costs** Limit, if purchased, plus (c) the Limit of Liability for Breach Event Costs Coverage, if the Breach Event Costs Outside the Limit Enhancement is purchased.

(2) The Limit of Liability for any Extended Reporting Period, if applicable, will be part of, and not in addition to, the Limit of Liability set forth in the Declarations of this Policy. The existence of any Extended Reporting Period will not increase or reinstate any Limit of Liability.

(C) Additional Defense Costs Limit

(1) If this Policy provides for an Additional **Defense Costs** Limit, as indicated in the Declarations of this Policy, such Limit will be the first Limit of Liability applied to **Defense Costs**. The Additional **Defense Costs** Limit will not reduce the Maximum Policy Aggregate Limit.

(2) The Additional **Defense Costs** Limit will apply on an aggregate basis to all Third Party Liability Insuring Agreements, except Bodily Injury Liability Coverage, Property Damage Liability Coverage and TCPA Defense Coverage. The Limit Per Insuring Agreement applicable to Bodily Injury Liability Coverage, Property Damage Liability Coverage and TCPA Defense Coverage shall be the sole Limit of Liability for **Defense Costs** payable under those Insuring Agreements.

(3) If the Additional **Defense Costs** Limit is exhausted, the Company will continue to defend any **Claim** under Multimedia Liability Coverage, Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage or PCI DSS Liability Coverage, whichever Insuring Agreement applies, but **Defense Costs** that exceed the Additional **Defense Costs** Limit shall be paid as part of, and may completely exhaust, the applicable Limit Per Insuring Agreement and the Maximum Policy Aggregate Limit. Notwithstanding the foregoing, if the Maximum Policy Aggregate Limit is exhausted by payment of **Damages** or any other amounts to which this Policy applies, the Additional **Defense Costs** limit will also be considered exhausted, no further **Defense Costs** will be paid, and the Company's duty to defend any **Claim** under this Policy shall cease.

(4) Only **Defense Costs** will be applied to the Additional **Defense Costs** Limit. All other amounts to which this Policy applies will be paid as part of and will reduce the applicable Limit Per Insuring Agreement set forth in the Declarations of this Policy.

(D) Breach Event Costs Outside the Limit Enhancement

(1) If the **Named Insured** has purchased the Breach Event Costs Outside the Limit Enhancement, the Limit Per Insuring Agreement applicable to Breach Event Costs Coverage will be paid by the Company as separate from and in addition to the Maximum Policy Aggregate Limit.

(2) The Limit Per Insuring Agreement applicable to Breach Event Costs Coverage shall be the sole Limit of Liability for **Privacy Breach Response Costs**, **Notification Expenses** and **Breach Support and Credit Monitoring Expenses**, and the Company shall have no further obligation to pay **Privacy Breach Response Costs**, **Notification Expenses** and **Breach Support and Credit Monitoring Expenses** after such Limit of Liability is exhausted.

(E) Related Claims

(1) All **Claims** which arise out of the same, related or continuing **Wrongful Acts** or **First Party Insured Events** will be treated as follows:

(a) all such **Claims** will be considered to be a single **Claim**, regardless of the number of claimants or **Insureds**;

(b) all such **Claims** will be considered to have been first made on the date the earliest of all such **Claims** is first made and will be considered to be first reported to the Company on the date the earliest of all such **Claims** is reported to the Company;

(c) all such **Claims** will be subject to the applicable Limit of Liability of the Policy in effect when the earliest of all such **Claims** is first made; and

(d) only one Deductible will apply to such **Claim**.

(2) If multiple Insuring Agreements of this Policy apply to any **Claim**, the Company's total maximum Limit of Liability under this Policy for such **Claim** shall be: (a) the Maximum Policy Aggregate Limit; plus (b) the Additional **Defense Costs** Limit, if purchased and applicable; plus (c) the Limit Per Insuring Agreement for Breach Event Costs Coverage, if the Breach Event Costs Outside the Limit Enhancement is purchased and such limit applies to the **Claim**. However, the Company will never pay more under any one Insuring Agreement than the applicable Limit Per Insuring Agreement set forth in the Declarations of this Policy. The Company has the sole discretion to allocate amounts paid, if any, against the appropriate Limit of Liability.

IV. DEDUCTIBLE AND WAITING PERIOD

(A) Deductible Per Insuring Agreement

(1) The Deductible amount for each Insuring Agreement, as set forth in the Declarations of this Policy, applies separately to each **Claim**. The Limit of Liability shall not be reduced by the amount of any Deductible.

(2) If more than one Insuring Agreement applies to a **Claim**, only the single highest Deductible will apply to such **Claim**.

(3) An **Insured's** payment of the applicable Deductible is a condition precedent to payment by the Company of any amounts under this Policy, and the Company shall only be liable for the amount that exceeds the Deductible, up to the applicable Limit of Liability set forth in the Declarations of this Policy.

(4) An **Insured** must make direct payments within the Deductible to the appropriate parties designated by the Company.

(B) Aggregate Deductible

Notwithstanding Section **IV.(A)** above, an **Insured's** obligation to pay the applicable Deductible shall not exceed the Aggregate Deductible, if any, shown in the Declarations of this Policy, regardless of the number of **Claims**, claimants, **Insureds** or applicable Insuring Agreements.

(C) Waiting Period

The **Waiting Periods** set forth in the Declarations of this Policy apply solely to Section **I.(B)**(3) BrandGuard Coverage; Section **I.(B)**(4)(b) System Failure Coverage: Non-Physical Business Interruption; and Section **I.(B)**(5)(b) Dependent System Failure Coverage: Non-Physical Business Interruption. The **Waiting Period** applies to each **Period of Restoration** and **Period of Indemnity**.

V. TERRITORIAL LIMITS

(A) Except when Section **V.(B)** below applies, this Policy applies to **Claims** brought or maintained, **Wrongful Acts** committed and **First Party Insured Events** taking place anywhere in the world. Any provision in this Policy pertaining to coverage for **Claims** brought or maintained, **Wrongful Acts** committed or **First Party Insured Events** taking place anywhere outside the United States of America, its territories and possessions shall apply only where legally permissible.

(B) The Property Damage Loss Coverage applies only to **Covered Property** and **Operations** at an **Insured Location**.

VI. DEFINITIONS

As used in this Policy:

(1) **"Acquiring Bank"** means a bank or financial institution that accepts credit or debit card payments, including stored value cards and pre-paid cards, for goods or services on behalf of a merchant, including processing and crediting those payments to a merchant's account.

(2) **"Act of Cyber Terrorism"** means the premeditated use of disruptive activities, or an explicit threat to use disruptive activities, against a computer, **Computer System** or network by a person or group to further social, ideological, religious, political or similar objectives.

(3) **"Actual Cash Value"** means the amount it would cost to replace the damaged or destroyed **Covered Property** on the date of loss with property of like kind and quality, with proper deduction for obsolescence and physical depreciation.

(4) **"Adverse Media Report"** means a report or communication of an actual or potential **Security Breach** or **Privacy Breach** which (a) has been publicized through any media channel, including, but not limited to, television, **Print Media**, radio, electronic networks, the internet or electronic mail, and (b) threatens material damage to **Your Reputation** or **Your** brand.

(5) **"Application"** means all applications and supplemental applications, including any attachments thereto, and all other information and materials submitted to the Company by, or on behalf of, the **Named Insured** relating to the underwriting of this Policy, or any other policy or policies of which this Policy is a direct renewal or replacement. All such applications, attachments, information and materials are considered attached to and incorporated into this Policy.

(6) **"Approval"** means the advance written agreement or consent by the Company, which will not be unreasonably withheld.

(7) **"Assumed Under Contract"** means liability for **Damages** resulting from a **Multimedia Wrongful Act**, **Security Breach** or **Privacy Breach**, where such liability has been assumed by an **Insured** in the form of a written hold harmless or indemnity agreement, but only if such agreement was executed before the **Multimedia Wrongful Act**, **Security Breach** or **Privacy Breach** occurred.

(8) **"Bodily Injury"** means physical injury, sickness, disease or death sustained by any person and, where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation or emotional distress.

(9) **"Bodily Injury Claim"** means any of the following alleging a **Bodily Injury Wrongful Act**:

(a) a written demand for **Damages** or non-monetary relief made against an **Insured** for **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**;

(b) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**; or

(c) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **Damages** for **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**.

(10) **"Bodily Injury Wrongful Act"** means an **Insured's** actual or alleged failure to prevent or avoid **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**.

(11) **"BPO Service Provider"** means any **Third Party** that provides business process outsourcing services for **Your** benefit under a written contract with **You**, including, but not limited to, call center services, fulfillment services and logistical support.

(12) **"Brand Loss"** means **Your** net profit, as could have reasonably been projected immediately prior to **Notification**, or in the event of an **Adverse Media Report**, immediately prior to the publication of the **Adverse Media Report**, but which has been lost during the **Period of Indemnity** as a direct result of such **Adverse Media Report** or **Notification**. **Brand Loss** will be determined in accordance with the provisions of Section **XV.(A)** of this Policy.

(13) **"Breach Support and Credit Monitoring Expenses"** means reasonable and necessary expenses that **You** incur on **Your** behalf, or on behalf of a party for whom **You** are **Vicariously Liable**, to provide support activity to parties affected by a **Privacy Breach**, including the cost to set up and operate a call center and to provide a maximum of twenty-four (24) months of credit, identity or healthcare record monitoring services, fraud alert services, identity theft assistance services and credit or identity repair and restoration services. **Breach Support and Credit Monitoring Expenses** must be incurred with **Approval**.

(14) **"Bricking Event"** means the unauthorized or malicious reprogramming of software or firmware installed on **Your** computer hardware or electronic equipment, including such reprogramming resulting from a **Hacking Attack**, which renders **Your** computer hardware or electronic equipment nonfunctional or useless for its intended purpose, without being physically damaged.

(15) **"Bricking Loss"** means the cost to replace **Your** computer hardware or electronic equipment due to loss of use of such computer hardware or electronic equipment caused by a **Bricking Event**; provided, however, that the amount of **Bricking Loss** payable under this Policy shall not exceed 25% more than the cost to replace **Your** computer hardware or electronic equipment with computer hardware or electronic equipment that is functionally equivalent to that which existed prior to the **Bricking Event**. "**Bricking Loss**" does not include any costs to replace **Your** computer hardware or electronic equipment or **Other Property** which sustains physical damage due to a **Security Breach**.

(16) **"Business Equipment"** means any machinery, vehicle or electronic device or equipment that (a) is owned by or leased to **You**, (b) is operated by **You** to conduct **Your** business, and (c) can send and receive **Data**. **"Business Equipment"** does not include any **Products**.

(17) **"Card Association"** means Visa International, MasterCard, Discover, JCB, American Express and any similar credit or debit card association that is a participating organization of the Payment Card Industry Security Standards Council.

(18) **"Claim"** means:

(a) with respect to Multimedia Liability Coverage and Security and Privacy Liability Coverage only:

i. a written demand made against an **Insured** for **Damages** or non-monetary relief;

ii. a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured**; or

iii. the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **Damages**, a temporary restraining order or a preliminary or permanent injunction;

(b) with respect to Privacy Regulatory Defense and Penalties Coverage only, a **Privacy Regulatory Proceeding**;

(c) with respect to PCI DSS Liability Coverage only, a **PCI DSS Demand**;

(d) with respect to Bodily Injury Liability Coverage only, a **Bodily Injury Claim**;

(e) with respect to Property Damage Liability Coverage only, a **Property Damage Claim**;

(f) with respect to TCPA Defense Coverage only, a **TCPA Claim**;

(g) with respect to Breach Event Costs Coverage only, written notice from an **Executive** to the Company of an **Adverse Media Report**, **Security Breach** or **Privacy Breach**;

(h) with respect to Post Breach Remediation Costs Coverage only, a written request by an **Executive** to the Company for indemnification of **Post Breach Remediation Costs**;

(i) with respect to BrandGuard Coverage only, written notice from an **Executive** to the Company of a **Security Breach** or **Privacy Breach**;

(j) with respect to System Failure Coverage only, written notice from an **Executive** to the Company of a **System Failure**;

(k) with respect to Dependent System Failure Coverage only, written notice from an **Executive** to the Company of a **Dependent System Failure**;

(l) with respect to Cyber Extortion Coverage only, written notice from an **Executive** to the Company of a **Cyber Extortion Threat**;

(m) with respect to Cyber Crime Coverage: Financial Fraud only, written notice from an **Executive** to the Company of **Financial Fraud**;

(n) with respect to Cyber Crime Coverage: Telecommunications and Utilities Fraud only, written notice from an **Executive** to the Company of **Telecommunications Fraud** or **Utilities Fraud**;

(o) with respect to Cyber Crime Coverage: Phishing Fraud only, written notice from an **Executive** to the Company of **Phishing Fraud** or **Client Phishing Fraud**;

(p) with respect to Bricking Loss Coverage only, written notice from an **Executive** to the Company of a **Bricking Event**;

(q) with respect to Property Damage Loss Coverage only, written notice from an **Executive** to the Company of an **Occurrence**;

(r) with respect to Reward Expenses Coverage only, a written request by an **Executive** to the Company for indemnification of **Reward Expenses**; and

(s) with respect to Court Attendance Costs Coverage only, a written request by an **Executive** to the Company for indemnification of **Court Attendance Costs**.

A **Claim** under Multimedia Liability Coverage or Security and Privacy Liability Coverage shall not include a **Privacy Regulatory Proceeding**, **PCI DSS Demand** or **TCPA Claim**.

A **Claim** under any Third Party Liability Insuring Agreement of this Policy will be deemed to have been first made against an **Insured** when any **Insured** first receives written notice of such **Claim**.

A **Claim** under any First Party Insuring Agreement of this Policy will be deemed to have been first made when the Company first receives written notice of such **Claim**.

(19) **"Client Account"** means a bank account held or maintained by **Your** client or **Your** customer, from which **You**, as an authorized user, may deposit, withdraw, transfer or disburse **Money**.

(20) **"Client Phishing Fraud"** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce **Your** client, customer or vendor to transfer, pay or deliver **Money**, **Securities** or **Other Property** to an unintended party by impersonating an **Insured**.

(21) **"Client Phishing Fraud Loss"** means:

(a) **Your** loss of **Money**, **Securities** or **Other Property** which **Your** client, customer or vendor intended to transfer, pay or deliver to **You**, but which was transferred, paid or delivered to an unintended party due to **Client Phishing Fraud**; and

(b) the cost of reimbursing **Your** client, customer or vendor for their direct loss of **Money**, **Securities** or **Other Property** due to **Client Phishing Fraud**, provided such reimbursement is made by **You** with **Approval**.

(22) **"Cloud Provider"** means any **Third Party** that provides computing resources to **You** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.

(23) **"Computer System"** means an interconnected electronic, wireless, web or similar system, including all computer hardware and software, used to process and store **Data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **Data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent they hold **Data**) and electronic backup equipment.

(24) **"Court Attendance Costs"** means the actual loss of earnings and reasonable costs and expenses incurred by an **Insured** after a total of three (3) days of required attendance at mediation, arbitration proceedings, hearings, depositions and trials relating to the defense of a **Claim** under any Third Party Liability Insuring Agreement of this Policy.

(25) **"Covered Property"** means:

(a) tangible real and personal property, including **Other Property**, in which **You** have an insurable interest as of the Effective Date of the **Policy Period**;

(b) tangible real and personal property, including **Other Property**, that **You** acquire during the **Policy Period**;

(c) property, including **Other Property**, of others for which **You** had assumed liability prior to loss; and

(d) **Your** financial interest in property, including **Other Property**, belonging to others.

"Covered Property" does not include currency, **Money**, **Securities**, precious metal in bullion form, notes, evidences of debt or title, letters of credit, stamps, tickets or precious and semi-precious stones; fine art; land, water or any other substance in or on land; animals, standing timber or growing crops; watercraft or aircraft; vehicles of **Executives** or **Employees**, or vehicles otherwise insured for physical loss or damage; underground mines or mine shafts or any property within such mines or shafts; property in transit; property sold by an **Insured** under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers; satellites; offshore property; dams, water shafts, power tunnels, dikes, levees, gates and flumes; or outside plants, including owned electrical power transmission and distribution lines, beyond 1,000 feet from **Your** business premises.

(26) **"Cryptojacking"** means the intentional, unauthorized and malicious use of or access to an **Insured Computer System** to mine for digital currency.

(27) **"Cyber Extortion Expenses"** means reasonable and necessary costs and expenses, other than **Cyber Extortion Monies**, that **You** incur with **Approval** as a direct result of a **Cyber Extortion Threat**, including the cost to retain or hire a **Third Party** specializing in IT security to determine the validity and severity of a **Cyber Extortion Threat**.

(28) **"Cyber Extortion Monies"** means **Money**, digital currency of any kind, including bitcoin, or **Other Property** that **You** pay with **Approval** to any person or group reasonably believed to be responsible for a **Cyber Extortion Threat**, to prevent or terminate such **Cyber Extortion Threat**.

(29) **"Cyber Extortion Threat"** means a credible threat or series of related credible threats, including a demand for **Cyber Extortion Monies**, which is directed at **You** to:

(a) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse **Private Information** taken from an **Insured** through unauthorized access to, or unauthorized use of, an **Insured Computer System**;

(b) infect an **Insured Computer System** with malicious code or ransomware;

(c) corrupt, damage or destroy an **Insured Computer System**;

(d) restrict or hinder access to an **Insured Computer System**, including the threat of a **Denial of Service Attack**;

(e) perpetrate or carry out a **Phishing Attack**;

(f) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse **Your** confidential or proprietary information, or the **Personally Identifiable Information** of an **Insured**; or

(g) damage **Your Reputation** or **Your** brand by posting false or misleading comments about **You** or **Your** organization on social media websites or platforms.

A series of continuing **Cyber Extortion Threats**, related or repeated **Cyber Extortion Threats**, or multiple **Cyber Extortion Threats** resulting from the same attack, event or incident will be considered a single **Cyber Extortion Threat** and will be considered to have occurred at the time the first of such **Cyber Extortion Threats** occurred.

(30) **"Damages"** means:

(a) a monetary judgment, award or settlement;

(b) awarded attorneys' fees and costs;

(c) prejudgment and post-judgment interest awarded against an **Insured** on that part of any judgment paid or to be paid by the Company; and

(d) liquidated, punitive, exemplary or multiplied **Damages** to the extent insurable under the law pursuant to which this Policy is construed.

"Damages" does not include any **Insured's** future profits or royalties, restitution or disgorgement of any **Insured's** profits; the costs to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief; loss of any **Insured's** fees or profits, the return or offset of any **Insured's** fees or charges, or any **Insured's** commissions or royalties provided or contracted to be provided; taxes, fines, penalties or sanctions; contractual liquidated **Damages** that exceed the amount for which the **Insured** would have been liable in the absence of the liquidated **Damages** agreement; any amount which an **Insured** is not financially or legally obligated to pay; disgorgement of any remuneration or financial advantage to which an **Insured** was not legally entitled; settlements negotiated without **Approval**; monetary judgments, awards, settlements or any other amounts which are uninsurable under the law pursuant to which this Policy is construed, or any legal fees and costs awarded pursuant to such judgments, awards or settlements; or **PCI DSS Fines and Assessments**.

(31) **"Data"** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information or other electronic information, irrespective of the way it is used and rendered.

(32) **"Defense Costs"** means reasonable and necessary fees incurred with **Approval** and charged by an attorney(s) designated by the Company to defend a **Claim**; and all other reasonable and necessary fees, costs and expenses resulting from the defense and appeal of a **Claim**, if incurred by the Company or by an **Insured** with **Approval**. **"Defense Costs"** does not include any wages or salaries of an **Insured**, or fees, overhead or other charges incurred by or paid to any **Insured** for any time spent in cooperating in the investigation or defense of a **Claim** or a potential **Claim**.

(33) **"Denial of Service Attack"** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of **Data** to such **Computer System** to prevent access to such **Computer System**.

(34) **"Dependent Business Interruption Loss"** means **Income Loss** and **Extra Expenses** that **You** incur during the **Period of Indemnity** as a direct result of a **Dependent System Failure**.

(35) **"Dependent System Failure"** means an unplanned outage, interruption, failure, suspension or degradation of service of a **Service Provider Computer System** caused directly by:

(a) unauthorized access to, or unauthorized use of, a **Service Provider Computer System**, including any such unauthorized access or unauthorized use resulting from the theft of a password;

(b) a **Denial of Service Attack** against a **Service Provider Computer System**;

(c) infection of a **Service Provider Computer System** by malicious code;

(d) an **Act of Cyber Terrorism**;

(e) accidental damage to, or destruction of, electronic media or computer hardware; or

(f) administrative or operational mistakes by an **Outsourced IT Service Provider** in the ongoing operation or maintenance of its **Service Provider Computer System**.

(36) **"Digital Assets"** means:

(a) with respect to System Failure Coverage: Data Recovery only, **Data** and computer programs that exist in an **Insured Computer System**; and

(b) with respect to Dependent System Failure Coverage: Data Recovery only, **Data** owned by or entrusted to **You** that is being held, stored, maintained, transferred or processed by an **Outsourced IT Service Provider** on **Your** behalf.

"Digital Assets" does not include computer hardware.

(37) **"Digital Assets Loss"** means reasonable and necessary expenses and costs that **You** incur to replace, recreate or restore **Digital Assets** to the same state and with the same contents immediately before the **Digital Assets** were damaged, destroyed, altered, misused or stolen, including research costs incurred in recreating **Digital Assets**, expenses for materials and machine time, and amounts representing **Employee** work time to replace, recreate or restore **Digital Assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **Your** schedule of **Employee** billable hours. **Digital Assets Loss** will be determined in accordance with Section **XV.(B)** of this Policy.

(38) **"Employee"** means any individual whose labor or service is engaged by and directed by **You**, including volunteers, interns, and part-time, seasonal, temporary or leased workers. **"Employee"** does not include any **Executive** or independent contractor.

(39) **"Escrow Account"** means a bank account held or maintained by **You** on behalf of **Your** client or customer.

(40) **"Executive"** means any director or officer of the **Named Insured** or **Subsidiary**, including any chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager, or any person in a functionally equivalent position.

(41) **"Extra Expenses"** means reasonable and necessary expenses that **You** incur during the **Period of Indemnity** to minimize, reduce or avoid the suspension of **Your** business operations as a result of a **Dependent System Failure**, which **You** would not have incurred in the absence of such **Dependent System Failure**. The amount of **Extra Expenses** recoverable shall not exceed the amount by which the covered **Income Loss** is reduced by such incurred expenses.

(42) **"Financial Account"** means **Your Account**, any **Client Account** and any **Escrow Account**.

(43) **"Financial Fraud"** means:

(a) an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse **Money** or **Securities** from a **Financial**

Account, which instruction purports to have been transmitted by **You** or an **Executive** or **Employee**, but was in fact fraudulently transmitted by a **Third Party** without **Your** knowledge or consent; or

(b) the theft of **Money** or **Securities** from a **Financial Account** or **Your** corporate credit cards as a result of a **Hacking Attack**.

(44) **"Financial Fraud Loss"** means:

(a) the loss of **Your Money** or **Securities** resulting from **Financial Fraud**; and

(b) the loss of **Money** or **Securities** that **You** sustain to reimburse **Your** client or customer for the theft of their **Money** or **Securities** as a direct result of **Financial Fraud**, provided such reimbursement is made with **Approval**.

(45) **"First Party Insured Event"** means:

(a) with respect to Breach Event Costs Coverage only, an **Adverse Media Report**, **Security Breach** or **Privacy Breach**;

(b) with respect to Post Breach Remediation Costs Coverage and BrandGuard Coverage only, a **Security Breach** or **Privacy Breach**;

(c) with respect to System Failure Coverage only, a **System Failure**;

(d) with respect to Dependent System Failure Coverage only, a **Dependent System Failure**;

(e) with respect to Cyber Extortion Coverage only, a **Cyber Extortion Threat**;

(f) with respect to Cyber Crime Coverage: Financial Fraud only, a **Financial Fraud**;

(g) with respect to Cyber Crime Coverage: Telecommunications and Utilities Fraud only, a **Telecommunications Fraud** or **Utilities Fraud**;

(h) with respect to Cyber Crime Coverage: Phishing Fraud only, a **Phishing Fraud** or **Client Phishing Fraud**;

(i) with respect to Bricking Loss Coverage only, a **Bricking Event**;

(j) with respect to Property Damage Loss Coverage only, a **Hacking Attack**;

(k) with respect to Reward Expenses Coverage only, a **Security Breach**, **Privacy Breach**, **Phishing Attack**, **System Failure**, **Cyber Extortion Threat**, **Financial Fraud**, **Telecommunications Fraud**, **Utilities Fraud**, **Phishing Fraud** or **Client Phishing Fraud**; and

(l) with respect to Court Attendance Costs Coverage only, **Court Attendance Costs** incurred by an **Insured**.

(46) **"Hacking Attack"** means any of the following directed at or enacted upon an **Insured Computer System**:

(a) unauthorized access to, or unauthorized use of, an **Insured Computer System**, including any such unauthorized access or unauthorized use resulting from the theft of a password from an **Insured Computer System** or from an **Insured**;

(b) a **Denial of Service Attack** against an **Insured Computer System**;

(c) infection of an **Insured Computer System** by malicious code, or the transmission of malicious code from an **Insured Computer System**; or

(d) an **Act of Cyber Terrorism**.

(47) **"Income Loss"** means:

(a) the net profit loss that **You** sustain during the **Period of Restoration** as a direct result of a **System Failure**; or

(b) the net profit loss that **You** sustain during the **Period of Indemnity** as a direct result of a **Dependent System Failure**.

"Income Loss" will be determined in accordance with the provisions of Section **XV.(C)** of this Policy.

(48) **"Informant"** means any person who provides information regarding an illegal act committed by another person which causes a **First Party Insured Event**, solely in return for **Money** that **You** pay or promise to pay.

"Informant" does not include:

(a) any person who commits an illegal act which causes a **First Party Insured Event**, whether acting alone or in collusion with others;

(b) any **Insured**;

(c) any **Insured's** auditors, whether internal or external;

(d) any person or firm hired or retained to investigate a **First Party Insured Event**; or

(e) any person responsible for the supervision or management of a party described in paragraphs (a) through (d) above.

(49) **"Initial Breach Consultation Costs"** means reasonable and necessary legal fees that **You** incur on **Your** behalf, or on behalf of a party for whom **You** are **Vicariously Liable**, to retain qualified legal counsel to provide **You** with initial advice

regarding the appropriate response to an actual or suspected **Privacy Breach** or **Security Breach**. **Initial Breach Consultation Costs** will not be subject to a Deductible if **You** retain counsel pre-approved by the Company.

(50) **"Insured"** means:

(a) the **Named Insured**;

(b) any **Subsidiary** of the **Named Insured**, but only with respect to **Wrongful Acts** or **First Party Insured Events** that occur while a **Subsidiary** is under the **Named Insured's Managerial Control**;

(c) any past, present or future **Executive**, trustee, court-appointed receiver or **Employee** of the **Named Insured** or **Subsidiary**, but only while acting solely within the scope of his or her duties as such;

(d) if the **Named Insured** or **Subsidiary** is a partnership, limited liability partnership or limited liability company, any general or managing partner, principal, stockholder or owner thereof, but only while acting solely within the scope of his or her duties as such;

(e) any agent or independent contractor of the **Named Insured** or **Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured** or **Subsidiary**; and

(f) any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Policy, but only for the acts of a party described in paragraphs (a) through (e) above, and only if the written contract is executed prior to the date any **Wrongful Act** or **First Party Insured Event** occurs.

(51) **"Insured Computer System"** means:

(a) a **Computer System** that is owned and operated by **You**, or that is leased to **You** and operated by **You**; and any **Insured Telecommunications System**;

(b) in addition to paragraph (a) above, with respect to Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage, PCI DSS Liability Coverage, Breach Event Costs Coverage and Cyber Extortion Coverage only, **Insured Computer System** also includes a **Computer System** operated by a **BPO Service Provider** or an **Outsourced IT Service Provider**, which is used to provide services to **You**, or for processing, maintaining, hosting or storing **Data** for **You**, pursuant to a written contract with **You** to provide such services; and

(c) in addition to paragraph (a) above, with respect to Bodily Injury Liability Coverage and Property Damage Liability Coverage only, **Insured Computer System** also includes **Business Equipment**, but only while owned and operated by **You**.

(52) **"Insured Location"** means, and is limited to, **Your** business premises, including the **Named Insured's** address stated in the Declarations of this Policy; any premises added by endorsement to this Policy; and any site at which operations are performed by **You** or by an **Insured** on **Your** behalf.

(53) **"Insured Telecommunications System"** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **You** and under **Your** direct operational control.

(54) **"Interruption Expenses"** means reasonable and necessary expenses, excluding **Special Expenses**, incurred by **You** to avoid or minimize the suspension of **Your** business as a result of a **System Failure**, which **You** would not have incurred in the absence of such **System Failure**, including, but not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, use of **Third Party** services or additional staff expenditures or labor costs. The amount of **Interruption Expenses** recoverable shall not exceed the amount by which the covered **Income Loss** is reduced by such incurred expenses.

(55) **"Managerial Control"** means:

(a) ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(b) having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(c) possessing at least fifty percent (50%) ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;

(d) being the exclusive sponsor, if the entity is a charitable trust or foundation; or

(e) being the only general partner of an entity.

(56) **"Media Material"** means communicative material of any kind or nature for which **You** are responsible, including, but not limited to, words, pictures, sounds, images, graphics, code and **Data**, regardless of the method or medium of communication of such material or the purpose for which the communication is intended. "**Media Material**" does not include any tangible **Products**.

(57) **"Merchant Services Agreement"** means an agreement between **You** and an **Acquiring Bank**, **Card Association**, brand, network, credit or debit card processor, independent sales organization, gateway or membership service, which enables **You** to accept payment by credit card, debit card or prepaid card.

(58) **"Money"** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and **Money** orders held for sale to the public.

(59) **"Multimedia Wrongful Act"** means any of the following, whether actual or alleged, but only if directly resulting from the dissemination of **Media Material** by an **Insured**:

(a) any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement or trade libel, and infliction of emotional distress, mental anguish, outrage or outrageous conduct, if directly resulting from any of the foregoing;

(b) invasion, infringement or interference with an individual's right of privacy or publicity, including the torts of false light, intrusion upon seclusion, commercial misappropriation of name, person or likeness, and public disclosure of private facts;

(c) plagiarism, piracy or misappropriation of ideas under an implied contract;

(d) infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name;

(e) domain name infringement or improper deep-linking or framing;

(f) negligence in **Media Material**, including a **Claim** alleging harm to any person or entity that acted or failed to act in reliance upon such **Media Material**;

(g) false arrest, detention or imprisonment;

(h) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or

(i) unfair competition, but only when arising out of a peril described in paragraphs (a) through (h) above.

(60) **"Named Insured"** means the individual or entity designated as such in the Declarations of this Policy.

(61) **"Notification"** means **Your** written notice to parties affected by a **Security Breach** or **Privacy Breach**, whether such written notice is made by **You** voluntarily or to comply with **Privacy Regulations**.

(62) **"Notification Expenses"** means reasonable and necessary expenses that **You** incur on **Your** own behalf, or on behalf of a party for whom **You** are **Vicariously Liable**, to provide **Notification** of a **Security Breach** or **Privacy Breach**, including printing costs, mailing and postage expenses, and the costs to engage a **Third Party** to mail **Notification** letters and prepare substitute or website notices.

(63) **"Occurrence"** means the sum of all individual covered losses, or a series of individual covered losses, under Property Damage Loss Coverage that are directly caused by any one **Hacking Attack**.

(64) **"Operations"** means **Your** business activities occurring at an **Insured Location** which rely on **Covered Property**.

(65) **"Other Property"** means any tangible property, other than **Money** or **Securities**, which has intrinsic value.

(66) **"Outsourced IT Service Provider"** means a **Third Party** that provides information technology services to **You**, including but not limited to, hosting, security management, co-location and **Data** storage, under a written contract with **You** to provide such services. **"Outsourced IT Service Provider"** includes any **Cloud Provider**.

(67) **"PCI Data Security Standard"** (known as "PCI DSS") means the Payment Card Industry Security Standards Council Data Security Standard in effect now, or as hereafter amended, which all merchants and processors must follow when storing, processing and transmitting cardholder **Data**.

(68) **"PCI DSS Demand"** means:

(a) a written demand for **PCI DSS Fines and Assessments** received by an **Insured** directly or indirectly from or through an **Acquiring Bank**, **Card Association** or payment card processor due to the **Insured's** non-compliance with the **PCI Data Security Standard**; or

(b) a request for information received by an **Insured** from an **Acquiring Bank**, **Card Association** or payment card processor regarding a suspected **Security Breach** or **Privacy Breach**.

(69) **"PCI DSS Fines and Assessments"** means monetary fines, penalties or assessments, including fraud recoveries, card reissuance costs, operational expenses, mandatory audit costs and compliance case costs, which an **Insured** is legally obligated to pay under the terms of a **Merchant Services Agreement**, but only where such monetary fines, penalties or assessments result from a **Security Breach** or **Privacy Breach**.

(70) **"Period of Indemnity"** means:

(a) with respect to BrandGuard Coverage only, the period beginning on the earlier of the date of **Notification** or the first **Adverse Media Report**, and ending on the earlier of:

i. the date that gross revenues are restored to the level they had been prior to **Notification** or the first **Adverse Media Report**, whichever applies; or

ii. the last day of the period set forth in the Declarations of this Policy as the **Period of Indemnity** for BrandGuard Coverage;

(b) with respect to Dependent System Failure Coverage only, the period beginning on the date when an **Executive** first discovers the **Dependent System Failure**, and ending on the earlier of:

i. the date that gross revenues are restored to the level they had been prior to the **Dependent System Failure**; or

ii. the last day of the period set forth in the Declarations of this Policy as the **Period of Indemnity** for Dependent System Failure Coverage.

The **Period of Indemnity** shall not be affected by the expiration of the **Policy Period**.

(71) **"Period of Restoration"** means the period beginning on the date when the **System Failure** began and ending on the earlier of:

(a) the date when an **Insured Computer System** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **System Failure**, plus a maximum of thirty (30) additional consecutive days after the restoration of an **Insured Computer System** to allow for restoration of **Your** business; or

(b) the last day of the period set forth in the Declarations of this Policy as the **Period of Restoration** for System Failure Coverage.

The **Period of Restoration** shall not be affected by the expiration of the **Policy Period**.

(72) **"Personally Identifiable Information"** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **Privacy Regulations**.

(73) **"Phishing Attack"** means the use by a **Third Party** of fraudulent and intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **You**, **Your** brand, **Your** services or **Products** to solicit **Private Information** from an **Executive** or **Employee**.

(74) **"Phishing Fraud"** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce an **Insured** to:

(a) transfer or deliver **Other Property** to an unintended party by impersonating another **Insured** or **Your** client, **Your** customer or **Your** vendor; or

(b) transfer or disburse **Money** or **Securities** from a **Financial Account** to an unintended party by impersonating another **Insured** or **Your** client, **Your** customer or **Your** vendor.

(75) **"Policy Period"** means the period from the Effective Date of this Policy to its Expiration Date, as set forth in the Declarations of this Policy, or this Policy's earlier termination date, if any. **"Policy Period"** specifically excludes the period following expiration referenced in Section **XIV.(A)** and any Extended Reporting Period.

(76) **"Post Breach Remediation Costs"** means reasonable and necessary costs that **You** incur after a **Security Breach** or **Privacy Breach** to which the Breach Event Costs Coverage of this Policy applies, to mitigate the potential of a future **Security Breach** or **Privacy Breach**, including, but not limited to, costs to complete an information security risk assessment, conduct an information security gap analysis, develop an information security document set, deliver an information security awareness training session to **Employees** and **Executives**, and hire a company specializing in **Data**

or **Computer System** security to determine how to protect **Data** or an **Insured Computer System** from a future **Security Breach** or **Privacy Breach**.

(77) **"Print Media"** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials including packaging, photographs and digital images.

(78) **"Privacy Breach"** means any of the following:

(a) the unauthorized collection, disclosure, use, access, destruction or modification of **Private Information**;
(b) the inability to access or failure to provide **Private Information**;
(c) the theft or loss of **Private Information**, including the theft or loss of **Private Information** stored on an unsecured **Data** storage or mobile device, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive** who has agreed in writing to **Your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy);
(d) the surrender of **Private Information** in a **Phishing Attack**;
(e) failure to implement, maintain or comply with privacy policies and procedures stating **Your** obligations relating to **Private Information**, including but not limited to **Your Privacy Policy**;
(f) failure to develop or administer an identity theft prevention program;
(g) failure to implement specific security practices with respect to **Private Information**, as required by any statute, rule, regulation or other law;
(h) an infringement or violation of any rights to privacy;
(i) breach of a person's right of publicity, false light or intrusion upon a person's seclusion;
(j) failure to comply with **Privacy Regulations** pertaining to an **Insured's** responsibilities with respect to **Private Information**, but only with respect to an act listed in paragraphs (a) through (h) above; or
(k) failure to comply with **Privacy Regulations** prohibiting unfair or deceptive trade practices or consumer fraud pertaining to an **Insured's** responsibilities with respect to **Private Information**, but only with respect to an act listed in paragraphs (a) through (h) above.

A series of continuing **Privacy Breaches**, related or repeated **Privacy Breaches**, or multiple **Privacy Breaches** resulting from the same event or incident will be considered a single **Privacy Breach** and will be considered to have occurred at the time the first of such **Privacy Breaches** occurred.

(79) **"Privacy Breach Response Costs"** means:

(a) **Initial Breach Consultation Costs**;
(b) reasonable and necessary **Public Relations Expenses** that **You** incur with **Approval** prior to or following the publication of an **Adverse Media Report** to avert or mitigate any material damage to **Your Reputation** or **Your** brand, which results or reasonably could result from the **Adverse Media Report**;
(c) reasonable and necessary legal fees that **You** incur on **Your** own behalf or on behalf of a party for whom **You** are **Vicariously Liable** to:
    i. determine the scope, cause and extent of an actual or suspected **Privacy Breach** or **Security Breach**;
    ii. determine the applicability of, and **Your** obligations to comply with, **Privacy Regulations** due to an actual or suspected **Privacy Breach**; and
    iii. draft a **Notification** letter to be sent to parties affected by a **Privacy Breach**.
(d) reasonable and necessary fees and costs that **You** incur on **Your** behalf, or on behalf of a party for whom **You** are **Vicariously Liable**, to retain a qualified IT forensics firm or computer security expert to investigate and identify the source and scope of a **Security Breach** or **Privacy Breach**; and
(e) overtime salaries of non-exempt **Employees** assigned to handle inquiries from parties affected by a **Privacy Breach**.

(80) **"Privacy Regulations"** means federal, state, local or foreign statutes, rules, regulations and other laws in effect now, or as hereafter amended, associated with the confidentiality, access, control, use or protection of **Private Information**, including, but not limited to:

(a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191), known as HIPAA, or similar state medical privacy laws;
(b) the Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder;
(c) state and federal statutes and regulations regarding the security and privacy of consumer information;
(d) governmental privacy protection regulations or laws associated with the control and use of personal information, including but not limited to requirements to post a privacy policy, adopt specific privacy controls or inform customers of an actual or suspected **Privacy Breach**;

(e) privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;

(f) the Children's Online Privacy Protection Act or similar laws;

(g) the EU General Data Protection Regulation or other similar privacy and security statutes, rules, regulations or other laws worldwide;

(h) the California Consumer Privacy Act and any rules or regulations promulgated thereunder; and

(i) the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

(81) **"Privacy Regulatory Proceeding"** means a civil or administrative proceeding, regulatory action, request for information or investigation instituted against an **Insured** by a **Regulatory Authority** because of a **Security Breach** or **Privacy Breach**. **"Privacy Regulatory Proceeding"** does not include a **PCI DSS Demand** or **TCPA Claim**.

(82) **"Private Information"** means proprietary or confidential information owned by a **Third Party** that is in the care, custody or control of an **Insured**, or is used by an **Insured** with the consent of such **Third Party**, and **Personally Identifiable Information**.

(83) **"Products"** means any tangible goods or devices that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by **You**, by others trading under **Your** name, or by a person or organization whose business or assets have been acquired by **You**; and containers, materials, parts or equipment furnished in connection with such goods or devices.

(84) **"Programming Error"** means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **Computer System**.

(85) **"Property Damage"** means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property. **"Property Damage"** does not include the loss of use of **Your** computer hardware or electronic equipment which is caused by a **Bricking Event**.

(86) **"Property Damage Claim"** means any of the following alleging a **Property Damage Wrongful Act**:

(a) a written demand for **Damages** or non-monetary relief made against an **Insured** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**;

(b) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**; or

(c) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **Damages** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**.

(87) **"Property Damage Wrongful Act"** means an **Insured's** actual or alleged failure to prevent or avoid **Property Damage** caused by a **Security Breach** or **Privacy Breach**.

(88) **"Public Relations Expenses"** means expenses that **You** incur to retain or hire a **Third Party** public relations consultant or public relations firm to protect or restore **Your Reputation**, which is damaged or reasonably could be damaged by an **Adverse Media Report**.

(89) **"Regulatory Authority"** means a federal, state, local or foreign governmental agency or regulatory authority responsible for investigating and enforcing **Privacy Regulations**, including an authorized Data Protection Authority under the EU General Data Protection Regulation.

(90) **"Regulatory Compensatory Award"** means a sum of **Money** which an **Insured** is legally obligated to pay as a **Regulatory Authority's** award or fund for parties affected by a **Privacy Breach**, due to an adverse judgment or settlement arising out of a **Privacy Regulatory Proceeding**, including consumer redress funds. **"Regulatory Compensatory Award"** does not include any criminal fines or penalties of any nature whatsoever.

(91) **"Regulatory Fines and Penalties"** means civil fines or penalties imposed by a **Regulatory Authority** against an **Insured** as a result of a **Privacy Regulatory Proceeding**. **"Regulatory Fines and Penalties"** does not include any amounts deemed uninsurable under the law pursuant to which this Policy is construed, criminal fines or penalties of any nature or **PCI DSS Fines and Assessments**.

(92) **"Reward Expenses"** means the reasonable amount that **You** pay with **Approval** to an **Informant** for information not otherwise available which leads to the arrest and conviction of any person who commits an illegal act that causes a **First Party Insured Event**.

(93) **"Securities"** means negotiable or non-negotiable instruments or contracts representing **Money** or **Other Property**. **"Securities"** does not include **Money**.

(94) **"Security and Privacy Wrongful Act"** means any of the following, but only if actually or allegedly committed by an **Insured**:

(a) the failure to prevent or hinder a **Security Breach** or **Privacy Breach**;

(b) the failure to timely disclose a **Security Breach** or **Privacy Breach** affecting **Private Information**;

(c) the failure to dispose of **Private Information** within the required period in violation of **Privacy Regulations**;

(d) the failure to prevent the transmission of malicious code or computer virus from an **Insured Computer System** to the **Computer System** of a **Third Party**;

(e) a **Privacy Breach**;

(f) the failure to prevent or hinder participation by an **Insured Computer System** in a **Denial of Service Attack** directed against the internet site or **Computer System** of a **Third Party**; or

(g) infliction of emotional distress or mental anguish, but only if directly resulting from a peril described in paragraphs (a) through (f) above.

(95) **"Security Breach"** means any of the following, whether a specifically targeted attack or a generally distributed attack:

(a) a **Hacking Attack**; or

(b) the theft or loss of an unsecured **Data** storage or mobile device containing **Private Information**, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive** who has agreed in writing to **Your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy).

A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing attack, event, incident or failure of computer security will be considered a single **Security Breach** and will be considered to have occurred at the time the first of such **Security Breaches** occurred.

(96) **"Service Provider Computer System"** means a **Computer System** that is owned or leased by, and under the direct operational control of, an **Outsourced IT Service Provider**.

(97) **"Special Expenses"** means reasonable and necessary costs and expenses that **You** incur to:

(a) prevent, preserve, minimize, or mitigate any further damage to **Digital Assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts;

(b) preserve critical evidence of any criminal or malicious wrongdoing;

(c) purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **System Failure**; or

(d) notify affected parties of a **System Failure**.

(98) **"Subsidiary"** means any entity in which the **Named Insured**, either directly or indirectly, through one or more of its **Subsidiaries**:

(a) had **Managerial Control** before the Effective Date of this Policy and was insured under a policy issued by the Company, or issued by NAS Insurance Services, LLC, of which this Policy is a direct and continuous renewal;

(b) had **Managerial Control** as of the Effective Date of this Policy; or

(c) acquires **Managerial Control** after the Effective Date of this Policy, subject to Section **XVIII.(A)** of this Policy.

(99) **"System Failure"** means an unplanned outage, interruption, failure, suspension or degradation of service of an **Insured Computer System**, including; but not limited to, any such outage, interruption, failure, suspension or degradation of service caused directly by a **Hacking Attack**, **Voluntary Shutdown**, administrative error or **Programming Error**. **"System Failure"** does not include any **Dependent System Failure**.

(100) **"Takeover"** means:

(a) any person, entity or affiliated group of persons or entities obtains more than fifty percent (50%) of the **Named Insured's** equity or assets;

(b) any person, entity or affiliated group of persons or entities obtains the right to elect or appoint more than fifty percent (50%) of the **Named Insured's** trustees, **Executives** or member managers, as applicable;

(c) the acquisition of the **Named Insured** by another entity, whereby the entity obtains **Managerial Control** of the **Named Insured**;

(d) the **Named Insured** is dissolved, or sold to, acquired by, merged into or consolidated with another entity, such that the **Named Insured** is not the surviving entity; or

(e) the **Named Insured** ceases to do business for any reason.

(101) **"TCPA Claim"** means:

(a) a written demand made against an **Insured** for **Money** or non-monetary relief alleging a **TCPA Violation**;

(b) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **TCPA Violation** and seeking **Money**, a temporary restraining order, or a preliminary or permanent injunction; or

(c) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for a **TCPA Violation**.

(102) **"TCPA Violation"** means any of the following, but only if actually or allegedly committed by an **Insured**:

(a) any unsolicited telephone calls, emails, faxes or other communications to **Your** actual or prospective customers or other **Third Parties**;

(b) a violation of the Telephone Consumer Protection Act (47 U.S.C.§227), as amended, or any regulations promulgated thereunder;

(c) a violation of the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), as amended, or any regulations promulgated thereunder;

(d) a violation of the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), as amended, or any regulations promulgated thereunder; or

(e) a violation of any similar federal, state, local or foreign law, whether statutory, regulatory or common law, including any anti-spam law or other law that addresses, prohibits or limits the use of telephonic or electronic communications for solicitation purposes.

(103) **"Telecommunications Fraud"** means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of an **Insured Telecommunications System**.

(104) **"Telecommunications Fraud Loss"** means the charges that **You** incur for unauthorized calls directly resulting from **Telecommunications Fraud**.

(105) **"Third Party"** means any entity, company, organization or person who does not qualify as an **Insured** under this Policy.

(106) **"Unauthorized Trading"** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.

(107) **"Utilities Fraud"** means the intentional, unauthorized and fraudulent use of or access to an **Insured Computer System** as a direct result of a **Hacking Attack**, including **Cryptojacking**, which results in the fraudulent use of electricity, water, natural gas, oil, internet access, mobile **Data**, cable or satellite services, sewage, **Cloud Provider** services or other utilities, services or resources.

(108) **"Utilities Fraud Loss"** means the overage charges or increased expenses that **You** incur as a direct result of **Utilities Fraud**, provided that (a) such overage charges or increased expenses are charged to **You** in a periodic billing statement by the provider of the utility, service or resource, pursuant to a written contract or agreement executed between **You** and such provider before the **Utilities Fraud** occurred; and (b) such overage charges or increased expenses are not charged at a flat fee which does not scale with the rate of use of the utility, service or resource. In determining the amount of **Utilities Fraud Loss** payable, due consideration will be given to **Your** prior utility expenses and the probable utility expenses **You** would have incurred had no **Utilities Fraud** occurred.

(109) **"Vicariously Liable"** means **Your** legal responsibility for the liability of others, including legal responsibility **You** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Policy to any **Third Party**, other than as provided in this Definition.

(110) **"Voluntary Shutdown"** means an intentional and discretionary total or partial shutdown of an **Insured Computer System** based upon an **Executive's** reasonable belief that such total or partial shutdown is necessary to mitigate, minimize or avoid the economic impact of a **Hacking Attack** on **Your** business.

(111) **"Waiting Period"** means the amount of time, as set forth in the Declarations of this Policy, that must elapse before any loss or expenses may be payable under BrandGuard Coverage, System Failure Coverage: Non-Physical Business

Interruption or Dependent System Failure Coverage: Non-Physical Business Interruption. The **Waiting Period** applies to each **Period of Restoration** and **Period of Indemnity**.

(112) **"Wrongful Act"** means:

(a) with respect to Multimedia Liability Coverage only, a **Multimedia Wrongful Act**;

(b) with respect to Security and Privacy Liability Coverage only, a **Security and Privacy Wrongful Act**;

(c) with respect to Privacy Regulatory Defense and Penalties Coverage and PCI DSS Liability Coverage only, a **Security Breach** or **Privacy Breach**;

(d) with respect to Bodily Injury Liability Coverage only, a **Bodily Injury Wrongful Act**;

(e) with respect to Property Damage Liability Coverage only, a **Property Damage Wrongful Act**; and

(f) with respect to TCPA Defense Coverage only, a **TCPA Violation**.

(113) **"You"** and **"Your"** means the **Named Insured** and any **Subsidiary**.

(114) **"Your Account"** means a business account maintained by **You** at a financial institution from which **You**, or any **Insured** authorized by **You**, may request the transfer, payment or delivery of **Money** or **Securities**.

(115) **"Your Phishing Fraud Loss"** means:

(a) the loss of **Money**, **Securities** or **Other Property** that **You** sustain due to **Phishing Fraud**;

(b) the loss of **Money** or **Securities** that **You** sustain to reimburse **Your** client or customer for the loss of their **Money** or **Securities** as a direct result of **Phishing Fraud**, provided such reimbursement is made with **Approval**; and

(c) expenses that **You** incur with **Approval** to create and issue a specific press release or to establish a specific website to advise **Your** customers and prospective customers of **Phishing Fraud**.

(116) **"Your Privacy Policy"** means **Your** published policies provided to **Employees** or **Third Parties** that govern the collection, use, disclosure, correction, dissemination, confidentiality, integrity, accuracy or availability of **Private Information**.

(117) **"Your Reputation"** means the estimation of trust that customers or clients have in doing business with **You** or in purchasing **Your** services or **Products**.

VII. EXCLUSIONS AS TO THE ENTIRE POLICY

This Policy does not apply to any **Claim**:

(A) made by or on behalf of an **Insured** against another **Insured**. However, this Exclusion does not apply to:

(1) a **Claim** under Security and Privacy Liability Coverage which is brought by any past, present or future **Employee** against **You**; or

(2) a **Claim** under Multimedia Liability Coverage or Security and Privacy Liability Coverage which is brought by a person or entity qualifying as an **Insured** under Section **VI.(50)(f)** against another **Insured**.

(B) based upon, arising from or in any way involving any of the following committed by an **Insured**, whether acting alone or in collusion with other persons:

(1) a willful, intentional, deliberate, malicious, fraudulent, dishonest or criminal act or omission;

(2) any intentional violation of law; or

(3) the gaining of any profit or advantage to which an **Insured** is not legally entitled.

However, the Company may pay **Defense Costs** incurred in connection with the defense of any conduct described in this Exclusion until such time as there is a final, non-appealable adjudication in a judicial, administrative or alternative dispute proceeding, or by an **Insured's** own admission in a proceeding or otherwise. The Company will have the right to recover **Defense Costs** incurred in defending any such **Claim** from any **Insured** found to have committed the conduct described in this Exclusion.

Notwithstanding the foregoing, this Exclusion does not apply to any **Insured** who did not commit, participate in or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

(C) for **Bodily Injury** or **Property Damage**. However, this Exclusion does not apply to a **Bodily Injury Claim**, **Property Damage Claim** or **Occurrence**.

(D) based upon, arising from or in any way involving any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the **Claim**:

(1) electrical or mechanical failures or interruption, including electrical disturbance, spike, brownout or blackout;

(2) any regional, countrywide or global outage, failure, disruption or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure; or

(3) the cessation of **Your** business activities due to a shutdown by order of any public authority for whatever reason.

(E) based upon, arising from or in any way involving the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, **Products** or services.

(F) based upon, arising from or in any way involving the violation of any economic or trade sanctions by the United States government, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC). However, this Exclusion does not apply to a **Security Breach** originating from any country where the United States of America has imposed economic or trade sanctions.

(G) based upon, arising from or in any way involving any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise. However, this Exclusion does not apply to:

(1) any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise;

(2) an actual or alleged breach of **Your Privacy Policy**;

(3) an actual or alleged breach of an express, implied, actual or constructive contract, warranty, guarantee or promise to protect **Private Information**;

(4) a **Claim** under Security and Privacy Liability Coverage for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **Private Information**; or

(5) a **Claim** under PCI DSS Liability Coverage for an unintentional breach of the provisions of a **Merchant Services Agreement** relating to compliance with the **PCI DSS Standard**.

(H) based upon, arising from or in any way involving any liability assumed by any **Insured** under a contract or agreement. However, this Exclusion does not apply to:

(1) any liability an **Insured** would have had in the absence of such contract or agreement;

(2) a **Claim** under Multimedia Liability Coverage or Security and Privacy Liability Coverage for liability **Assumed Under Contract**; or

(3) a **Claim** under PCI DSS Liability Coverage for liability for **PCI DSS Fines and Assessments** assumed by **You** under a **Merchant Services Agreement**.

(I) based upon, arising from or in any way involving:

(1) any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, asbestos, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste ("waste" includes materials to be recycled, reconditioned or reclaimed), whether or not such presence results from an **Insured's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or

(2) any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants or contamination of any kind.

However, this Exclusion does not apply to a **Bodily Injury Claim** or **Property Damage Claim**.

(J) based upon, arising from or in any way involving **Income Loss** caused by or resulting from **Unauthorized Trading**.

(K) based upon, arising from or in any way involving:

(1) the actual or alleged purchase or sale of **Securities**;

(2) the actual or alleged loss of value of any **Securities**;

(3) the offer of, or solicitation of an offer, to purchase or sell **Securities**; or

(4) the violation of any **Securities** law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934 or the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any similar federal, state, local or foreign law, including "Blue Sky" laws, whether such law is statutory, regulatory or common law.

However, Exclusion **(K)**(4) does not apply to a **Privacy Regulatory Proceeding** or a **Claim** under Security and Privacy Liability Coverage alleging violation of SEC Regulation S-P (17 C.F.R. §248) or similar rules or regulations promulgated under **Securities** laws concerning the security, access or use of a customer's **Private Information** which was obtained in the course of a **Securities** transaction.

(L) based upon, arising from or in any way involving the actual or alleged government enforcement of any federal, state, local or foreign regulation, including, but not limited to, regulations promulgated by the United States Federal Trade

Commission, the Federal Communications Commission or the Securities and Exchange Commission. However, this Exclusion does not apply to a **Privacy Regulatory Proceeding**.

(M) based upon, arising from or in any way involving:

(1) any employer-**Employee** relations, policies, practices, acts or omissions;

(2) any actual or alleged refusal to employ any person; or

(3) any misconduct with respect to **Employees**.

However, this Exclusion does not apply to a **Claim** under Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage or Breach Event Costs Coverage which is based upon or arising from a breach of the **Personally Identifiable Information** of any **Employee**.

(N) based upon, arising from or in any way involving any actual or alleged harassment or discrimination including, but not limited to, discrimination based on age, color, race, gender, creed, national origin, marital status, sexual preferences, disability or pregnancy.

(O) based upon, arising from or in any way involving:

(1) the violation of any pension, healthcare, welfare, profit sharing, mutual or investment plan, fund or trust; or

(2) the violation of any provision of the Employee Retirement Income Security Act of 1974 and its amendments, or the Pension Protection Act of 2006 and its amendments, or any regulation, ruling or order issued pursuant to the foregoing statutes.

However, Exclusion **(O)**(2) does not apply to a **Claim** under Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage or Breach Event Costs Coverage which is based upon or arising from a breach of the **Personally Identifiable Information** of any **Employee**.

(P) for any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or for any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken by a government authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions. However, this Exclusion does not apply to an **Act of Cyber Terrorism**.

(Q) based upon, arising from or in any way involving:

(1) any **Insured's** failure to comply with or follow the **PCI Data Security Standard** or any payment card company rules; or

(2) the implementation or maintenance of, or compliance with, any security measures or standards relating to any payment card **Data** including, but not limited to, any fine or penalty imposed by a payment card company on a merchant bank or payment processor that an **Insured** has paid or agreed to reimburse or indemnify.

However, this Exclusion does not apply to a **PCI DSS Demand**.

(R) based upon, arising from or in any way involving:

(1) any actual or alleged unfair competition, price fixing, deceptive trade practices or restraint of trade; or

(2) the violation of any antitrust statute, legislation or regulation.

However, Exclusion **(R)**(1) does not apply to:

(1) allegations of unfair competition that form a part of a **Claim** under Multimedia Liability Coverage, Security and Privacy Liability Coverage or Privacy Regulatory Defense and Penalties Coverage; or

(2) allegations of deceptive trade practices that form a part of a **Claim** under Security and Privacy Liability Coverage or Privacy Regulatory Defense and Penalties Coverage.

(S) based upon, arising from or in any way involving any actual or alleged infringement of any patent.

(T) based upon, arising from or in any way involving the misappropriation, theft, copying, display or publication of any trade secret. However, this Exclusion does not apply to a **Claim** under Security and Privacy Liability Coverage for failure to prevent the misappropriation of a trade secret which results from a **Security and Privacy Wrongful Act**.

(U) based upon, arising from or in any way involving the confiscation, commandeering, requisition or destruction of, or damage to, computer hardware by order of a government de jure or de facto, or by any public authority for whatever reason.

(V) based upon, arising from or in any way involving any unsolicited communication of information or advertising by telephone, email, fax, text or any other means prohibited by law, or any actual or alleged violation of the Telephone Consumer Protection Act (47 U.S.C.§227), the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), or the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), each as amended, or any regulations promulgated under the

foregoing statutes, or any similar federal, state, local or foreign law, whether such law is statutory, regulatory or common law, including any anti-spam law or other law concerning the use of telephonic or electronic communications for solicitation purposes, or any allegations of invasion or violation of any rights to privacy derived therefrom. However, this Exclusion does not apply to a **TCPA Claim**.

VIII. EXCLUSIONS AS TO ALL FIRST PARTY INSURING AGREEMENTS

In addition to the Exclusions under Section **VII.**, the Company will not be liable under any First Party Insuring Agreement of this Policy for:

(A) any liability to any **Third Party** for whatever reason, including contractual penalties, **Damages** or legal costs and expenses of any type.

(B) sanctions, fines or penalties imposed by law.

(C) any **Claim** based upon, arising from or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure or any other physical event, however caused. However, this Exclusion does not apply to an **Occurrence**.

(D) business interruption loss or costs or expenses resulting from lost productivity, including the throttling or capping of bandwidth by an internet or mobile **Data** service provider due to **Utilities Fraud**.

IX. EXCLUSIONS AS TO BODILY INJURY LIABILITY COVERAGE AND PROPERTY DAMAGE LIABILITY COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable for any **Bodily Injury Claim** or **Property Damage Claim** based upon, arising from or in any way involving actual or alleged warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Products**, or the providing of, or failure to provide, warnings or instructions for **Products**.

X. EXCLUSIONS AS TO BRANDGUARD COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under BrandGuard Coverage for:

(A) any loss, cost, liability or expense that **You** incur to protect, restore or re-establish **Your Reputation**, including **Public Relations Expenses**.

(B) any loss, cost, liability or expense that is insured by any other insurance, except excess insurance.

(C) any loss, cost, liability or expense incurred because of an **Adverse Media Report** that also affects or refers in similar terms to a general security issue, an industry or **Your** specific competitors without any specific allegations regarding a **Security Breach** or **Privacy Breach** committed by an **Insured**, or by others acting on **Your** behalf, for whom **You** are legally responsible, including **BPO Service Providers** or **Outsourced IT Service Providers**.

(D) any amounts paid or payable under Breach Event Costs Coverage.

XI. EXCLUSIONS AS TO SYSTEM FAILURE COVERAGE AND DEPENDENT SYSTEM FAILURE COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under System Failure Coverage or Dependent System Failure Coverage for:

(A) the cost of restoring, updating or replacing **Digital Assets** to a level beyond that which existed prior to the **System Failure** or **Dependent System Failure**.

(B) physical damage to, or the costs to repair or replace, any computer hardware or **Data** center.

(C) the economic or market value of **Digital Assets**.

(D) the costs or expenses incurred to identify, patch or remediate software **Programming Errors** or **Computer System** vulnerabilities.

(E) the cost to upgrade, improve, repair, redesign, reconfigure or maintain an **Insured Computer System** to a level of functionality beyond that which existed prior to the **System Failure**.

(F) the cost of restoring, replacing or repairing any electronic media.

(G) the cost to upgrade, improve, repair, redesign, reconfigure or maintain a **Service Provider Computer System**.

(H) loss of goodwill or harm to **Your Reputation**.

XII. EXCLUSIONS AS TO CYBER CRIME COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under Cyber Crime Coverage for:

(A) any **Claim** based upon, arising from or in any way involving any actual or alleged unauthorized acquisition, access, use or disclosure of **Private Information** that is held or transmitted in any form. However, this Exclusion does not apply to **Financial Fraud** which directly results from the use of **Private Information**.

(B) any **Claim** based upon, arising from or in any way involving the seizure, confiscation, nationalization, requisition or destruction of an **Insured Telecommunications System** by or under the order of any government or public authority.

(C) amounts that have been wholly or partially reversed by a credit card company or financial institution.

(D) loss of **Other Property** arising out of, resulting from or in any way involving the fraudulent or purportedly fraudulent use of a credit or debit card.

(E) any **Claim** based upon, arising from or in any way involving any fraudulent instruction, if the sender, or any person or organization acting in collusion with the sender, ever had authorized access to **Your** password, PIN or other security code. However, this Exclusion does not apply to **Your Phishing Fraud Loss**.

(F) any **Claim** based upon, arising from or in any way involving the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange for or purchase of goods or services:

(1) that are not yet delivered, whether fraudulent or not;

(2) that fail to conform to advertised quality or performance; or

(3) that fail to conform to the quality or performance expected from the standpoint of the **Insured**.

(G) any **Claim** based upon, arising from or in any way involving potential income, including interest and dividends, not realized by **You**, **Your** customers or **Your** clients.

XIII. EXCLUSIONS AS TO PROPERTY DAMAGE LOSS COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under Property Damage Loss Coverage for:

(A) any amounts which are covered in whole or in part under any other valid and collectible insurance.

(B) costs to upgrade, redesign, reconfigure or maintain an **Insured Computer System** to a level of functionality beyond that which existed prior to a **Hacking Attack**.

(C) loss of market or loss of use.

(D) loss, damage or deterioration resulting from any delay.

(E) loss, damage, cost or expense of whatsoever nature caused by or resulting from the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

(F) loss resulting from the lack of any of the following services or systems:

(1) incoming electricity, fuel, water, gas, steam or refrigerant;

(2) outgoing sewerage; or

(3) incoming or outgoing voice, **Data**, video or satellite services.

However, this Exclusion does not apply to loss resulting from an outage of any of the foregoing services or systems, if such services or systems are under **Your** direct operational control and the outage is directly caused by a **Hacking Attack**.

(G) loss resulting from damage caused by changes in temperature or changes in humidity, whether atmospheric or not.

XIV. NOTIFICATION

(A) Notice Provisions as to All Insuring Agreements Except BrandGuard Coverage and Property Damage Loss Coverage

With respect to all Insuring Agreements of this Policy except BrandGuard Coverage and Property Damage Loss Coverage, an **Executive** must provide written notice to the Company, through the persons named in the Declarations of this Policy, of any **Claim** as soon as practicable during the **Policy Period**, but no later than sixty (60) days after expiration of the **Policy Period**, or during any Extended Reporting Period, if applicable.

(B) Notice Provisions as to BrandGuard Coverage

An **Executive** must provide written notice to the Company, through the persons named in the Declarations of this Policy, of any **Claim** during the **Period of Indemnity**.

(C) Notice Provisions as to Property Damage Loss Coverage

An **Executive** must provide immediate written notice to the Company, through the persons named in the Declarations of this Policy, of any **Occurrence**.

(D) Notice of Potential Claim

If, during the **Policy Period**, an **Executive** becomes aware of any incident, act, fact or circumstance that could reasonably be a basis for a **Claim** under any Third Party Liability Insuring Agreement of this Policy, and if the **Executive** gives written notice to the Company during the **Policy Period** that describes:

(1) the specific details of the incident, act, fact or circumstance that could reasonably be the basis for the **Claim**;

(2) the possible **Damages**, **Regulatory Fines and Penalties** or other amounts to which this Policy applies that may result or has resulted from the incident, act, fact or circumstance; and

(3) the details regarding how the **Executive** first became aware of the incident, act, fact or circumstance,

then any **Claim** arising out of such reported incident, act, fact or circumstance will be considered to be a **Claim** first made on the date when the Company first received written notice complying with the above requirements.

XV. LOSS DETERMINATION

(A) Brand Loss

(1) The **Brand Loss** payable under BrandGuard Coverage will be calculated by taking into account:

(a) the prior experience of **Your** business preceding the date of the **Adverse Media Report** or **Notification**, whichever applies, and **Your** likely net profit had no **Adverse Media Report** been published or **Notification** occurred;

(b) income derived from substitute methods, facilities or personnel **You** use to maintain **Your** revenue stream;

(c) **Your** documentation of the trends in **Your** business and variations in or other circumstances affecting **Your** business before or after the **Adverse Media Report** or **Notification**, which would have affected **Your** business had no **Adverse Media Report** been published or **Notification** occurred; and

(d) any fixed operating expenses, including ordinary payroll, but only to the extent that such operating expenses must continue during the **Period of Indemnity**.

(2) For purposes of calculating **Brand Loss**, "net profit" will include the amount of **Money** paid or payable to **You**, including donations, for goods, **Products** or services sold, delivered or rendered in the normal course of **Your** business.

(B) Digital Assets Loss

Digital Assets Loss under System Failure Coverage: Data Recovery and Dependent System Failure Coverage: Data Recovery will be determined as follows:

(1) If the impacted **Digital Asset** was purchased from a **Third Party**, the Company will pay only the lesser of the original purchase price of the **Digital Asset** or the reasonable and necessary **Digital Assets Loss**.

(2) If it is determined that the **Digital Assets** cannot be replaced, restored or recreated, the Company will only reimburse the actual and necessary **Digital Assets Loss** incurred up to such determination.

(C) Income Loss

(1) The **Income Loss** payable under System Failure Coverage: Non-Physical Business Interruption and Dependent System Failure Coverage: Non-Physical Business Interruption will be calculated as follows:

(a) **Your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **System Failure** or **Dependent System Failure**, whichever applies; plus

(b) any fixed operating expenses incurred, including ordinary payroll, but only to the extent that such operating expenses must continue during the **Period of Restoration** or **Period of Indemnity**, whichever applies.

(2) **Income Loss** will be calculated by taking into account:

(a) the prior experience of **Your** business preceding the date of the **System Failure** or **Dependent System Failure**, whichever applies, and **Your** likely net profit had no such **System Failure** or **Dependent System Failure** occurred;

(b) income derived from substitute methods, facilities or personnel **You** use to maintain **Your** revenue stream; and

(c) **Your** documentation of the trends in **Your** business and variations in or other circumstances affecting **Your** business before or after the **System Failure** or **Dependent System Failure**, whichever applies, which would have affected **Your** business had no such **System Failure** or **Dependent System Failure** occurred.

(3) For purposes of calculating **Income Loss**, "net profit" will include the amount of **Money** paid or payable to **You**, including donations, for goods, **Products** or services sold, delivered or rendered in the normal course of **Your** business.

(D) Property Damage Loss Adjustment and Settlement

(1) **Loss Adjustment**

Loss, if any, under Property Damage Loss Coverage will be adjusted with and payable to **You**, or as may be directed by **You**. The interests of any lender, mortgagee and/or loss payee will also be included in loss payments as their interests may appear, when named on this Policy as a lender, mortgagee and/or loss payee.

(2) **Valuation**

(a) Adjustment of the physical loss amount payable under Property Damage Loss Coverage will be computed as of the date of the loss at the location of the loss. The Company shall not pay more than **Your** financial interest in the **Covered Property**, subject to the provisions of paragraph (b) below.

(b) For all **Covered Property**, the loss amount will not exceed the lesser of the following:

(i) all with due diligence and dispatch:

a. the cost to repair **Covered Property**;

b. the cost to rebuild or replace **Covered Property** on the same site with new materials of like size, kind and quality;

c. the cost of rebuilding, repairing or replacing **Covered Property** on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss; or

d. the cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement;

(ii) the selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

(iii) the increased cost of demolition, if any, resulting from loss covered by Property Damage Loss Coverage, if **Covered Property** is scheduled for demolition;

(iv) the unamortized value of improvements and betterments, if **Covered Property** is not repaired or replaced at **Your** expense; or

(v) the **Actual Cash Value** if the **Covered Property** is useless to **You** or is not repaired, replaced or rebuilt on the same or another site within two (2) years from the date of the loss.

(c) **You** may elect not to repair or replace **Covered Property** that is lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to **Your Operations** within two (2) years from the date of loss. As a condition of collecting under this provision, such expenditure must be unplanned as of the date of the loss and must be made at an **Insured Location**.

XVI. CONDITIONS AS TO PROPERTY DAMAGE LOSS COVERAGE

The conditions in this section apply only to Property Damage Loss Coverage.

(A) Your Duties in the Event of an Occurrence

You must:

(1) give immediate written notice to the Company of any **Occurrence**;

(2) make best efforts to protect the **Covered Property** from further loss or damage;

(3) promptly separate the damaged and undamaged property, put it in the best possible order and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, **Actual Cash Value**, replacement value and amount of loss claimed;

(4) give a signed and sworn proof of loss to the Company within 120 days after the loss, unless that time is extended in writing by the Company. The proof of loss must state **Your** knowledge and belief as to:

(a) the time and origin of the loss;

(b) **Your** interest, and that of all others, in the **Covered Property**;

(c) the **Actual Cash Value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the **Covered Property**;

(d) any changes in the title, use, occupation, location, possession or exposures of the **Covered Property** since the effective date of the **Policy Period**; and

(e) by whom and for what purpose any **Insured Location** was occupied on the date of the loss, and whether it then stood on leased ground;

(5) include a copy of all descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and

(6) as often as may be reasonably required exhibit to any person designated by the Company all that remains of any property, submit to examination under oath by any person designated by the Company and sign all written records of examinations, and produce for examination, at the Company's request, all books of accounts, business records, bills, invoices and other vouchers, or certified copies if originals are lost, at such reasonable times and places that may be designated by the Company and permit extracts and machine copies to be made.

(B) Insurer's Option

The Company has the option to take all or any part of damaged **Covered Property** at the agreed or appraised value. The Company must give written notice to **You** of its intention to do so within thirty (30) days after receipt of proof of loss.

(C) Abandonment

There may be no abandonment of any property to the Company.

(D) Control of Damaged Property

This Policy gives control of **Covered Property** that suffers insured physical damage as follows:

(1) **You** will have full rights to the possession and control of damaged **Covered Property** in the event of insured physical damage to such **Covered Property**, provided proper testing is done to show which **Covered Property** is physically damaged;

(2) using reasonable judgment, **You** will decide if the physically damaged **Covered Property** can be reprocessed or sold;

(3) **Covered Property** so judged by **You** to be unfit for reprocessing or selling will not be sold or disposed of except by **You** or with **Your** consent; and

(4) any salvage proceeds shall be paid to the Company at the time of loss settlement, or to **You**, if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

XVII. POLICY CONDITIONS

(A) Assistance and Cooperation

(1) As a condition precedent to coverage under this Policy, every **Insured** shall cooperate with the Company and its representatives and, upon the Company's request, shall submit to examination by a representative of the Company, under oath if required; attend hearings, depositions and trials; assist in effecting settlement; cooperate in the securing and giving of evidence, obtaining the attendance of witnesses and in the conduct of suits; and shall give a written statement(s) to the Company's representatives for the purpose of investigation and/or defense, all without charge to the Company, except as provided under Court Attendance Costs Coverage. Every **Insured** shall further cooperate with the Company to do whatever is necessary to secure and effect any rights of

indemnity, contribution or apportionment that any **Insured** may have. No **Insured** shall take any action which in any way increases the Company's exposure under this Policy.

(2) Every **Insured** must execute or cause to be executed all papers and render all assistance as reasonably requested by the Company, which may require an **Insured** to provide copies of a **Third Party's** system security and event logs.

(3) No **Insured** will admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without **Approval**, unless otherwise permitted under any Insuring Agreement of this Policy. However, the prompt public admission of a **Privacy Breach** or **Security Breach** potentially impacting the **Personally Identifiable Information** of **Employees** or **Third Parties**, as required by **Privacy Regulations** or **Card Association** operating requirements, will not be considered an admission of liability requiring **Approval**; provided, however, that an **Executive** must provide notice to the Company, in accordance with Section XIV.(D) of this Policy, of such public admission, if it is a circumstance that could lead to a **Claim**.

(B) Subrogation

(1) If any payment is made under this Policy, the Company shall be subrogated to the extent of such payment to all rights of recovery thereof, and the **Insured** shall execute all documents required and do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to effectively bring suit in the name of any **Insured**, and shall provide all other assistance and cooperation which the Company may reasonably require. The **Insured** shall do nothing after a **Claim** is made to prejudice the Company's subrogation rights.

(2) Any recoveries shall be applied first to subrogation expenses, second to **Damages**, **Defense Costs** or any other amounts incurred by the Company, and lastly to the Deductible. Any additional amounts recovered will be paid to the **Insured**.

(C) Other Insurance

If other valid and collectible insurance is available to any **Insured** for a **Claim** to which this Policy applies, the Company's obligations are limited as follows:

(1) **Primary Insurance – All First Party Insuring Agreements Except Property Damage Loss Coverage**

All First Party Insuring Agreements of this Policy, except Property Damage Loss Coverage, are primary to any other valid and collectible insurance available to any **Insured**.

(2) **Excess Insurance – All Third Party Liability Insuring Agreements**

All Third Party Liability Insuring Agreements of this Policy are excess over any other valid and collectible insurance (including the amount of any deductibles and/or retentions) available to any **Insured**, including any insurance under which there is a duty to defend and regardless of whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written specifically as excess insurance of this Policy by reference in such other policy to the Policy number set forth in the Declarations of this Policy.

(3) **Contingent Insurance – Property Damage Loss Coverage**

The Property Damage Loss Coverage of this Policy provides coverage for physical loss of or damage to **Covered Property** only in the absence of other valid and collectible insurance.

(D) Cancellation

(1) The **Named Insured** may cancel this Policy by giving the Company advance, written notice stating when thereafter cancellation shall take effect. If this Policy is canceled by the **Named Insured**, the earned premium will be computed on a short rate basis. Payment or tender of any unearned premium by the Company will not be a condition precedent to the effectiveness of cancellation.

(2) If the Company decides to cancel this Policy, the Company will mail a written notice to the **Named Insured** stating on what date cancellation shall be effective and the reason for cancellation. If the reason is because of non-payment of premium, then the date of cancellation will be at least ten (10) days from the date of the Company's notice of cancellation. If it is for any other reason, then the date of cancellation will be at least sixty (60) days from the date of the Company's notice of cancellation. If this Policy is canceled by the Company before the Expiration Date, the return portion of the premium shall be computed on a prorated basis.

(3) If the provisions of **(D)**(2) above are in conflict with any governing law or regulation, then such provisions shall be deemed amended to comply with the requirements of any such law or regulation, including any minimum cancellation notice period permitted thereunder.

(4) Cancellation is not contingent upon acceptance by the **Named Insured** of the unearned premium.

(E) Non-Renewal

(1) If the Company elects to non-renew this Policy, it will mail a written notice to the **Named Insured** stating the reason for non-renewal at least sixty (60) days before the Expiration Date of this Policy.

(2) If the provisions of **(E)**(1) above are in conflict with any governing law or regulation, then such provisions shall be deemed amended to comply with the requirements of any such law or regulation, including any minimum non-renewal notice period permitted thereunder.

(F) Optional Extended Reporting Period

(1) If this Policy is canceled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or non-payment of premium, or if the **Named Insured** cancels or chooses not to renew this Policy, then the **Named Insured** shall have the right, following the effective date of such cancellation, if applicable, or the Expiration Date of this Policy, to purchase an Optional Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

(a) for twelve (12) months: 100% of the full annual premium.

(b) for twenty-four (24) months: 150% of the full annual premium.

(c) for thirty-six (36) months: 200% of the full annual premium.

(2) As used herein, "full annual premium" means the equivalent annual premium level for the coverage terms in effect immediately prior to the end of the **Policy Period**, including any additional premium for endorsements.

(3) At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered fully earned.

(4) If purchased, the Optional Extended Reporting Period will only apply to:

(a) with respect to the Third Party Liability Insuring Agreements of this Policy, any **Claim** first made against an **Insured** during the Optional Extended Reporting Period, provided always that the actual or alleged **Wrongful Acts** giving rise to such **Claim** occur on or after the Retroactive Date and prior to the end of the **Policy Period**, and the **Claim** is reported to the Company during the Optional Extended Reporting Period; and

(b) with respect to the First Party Insuring Agreements of this Policy, any **Claim** reported to the Company during the Optional Extended Reporting Period, provided always that the **First Party Insured Event** giving rise to such **Claim** first occurs during the **Policy Period** but before the effective date of cancellation or the Expiration Date of this Policy, whichever applies, and the **First Party Insured Event** is first discovered by an **Executive** during the Optional Extended Reporting Period.

(5) Any such Optional Extended Reporting Period:

(a) shall be evidenced by issuance of an endorsement to this Policy;

(b) shall apply only to those Insuring Agreements purchased by the **Named Insured**, as set forth in the Declarations of this Policy;

(c) is subject to all terms, conditions, limitations and exclusions of this Policy;

(d) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such Optional Extended Reporting Period; and

(e) shall be effective on the effective date of cancellation, if applicable, or the Expiration Date of this Policy.

(6) The Limit of Liability for the Optional Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability set forth in the Declarations of this Policy. The purchase of the Optional Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in the Declarations.

(7) A change in Policy terms, conditions or exclusions, including the quotation by the Company of a different premium, Deductible, Limit of Liability or policy language at renewal shall not be considered a nonrenewal for purposes of triggering the **Named Insured's** right to purchase the Optional Extended Reporting Period.

(8) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Optional Extended Reporting Period to the Company within thirty (30) days of the effective date of cancellation, if applicable, or the Expiration Date of this Policy. Furthermore, as a condition precedent to the **Named Insured's** rights to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

(G) Spousal or Domestic Partner Extension

This Policy will, subject to all terms, conditions, limitations and exclusions, be extended to apply to a **Claim** against a person who, at the time the **Claim** is made, is a lawful spouse or domestic partner of an **Insured**, but only if such spouse or domestic partner is the subject of any **Claim** because of marriage or domestic partnership to such **Insured**. In no event

will the coverage afforded under this provision apply to any **Claim** caused by, resulting from or in any way involving the acts of an **Insured's** spouse or domestic partner.

(H) Most Favorable Law

(1) With respect to the insurability of **Damages**, **Regulatory Compensatory Awards**, **Regulatory Fines and Penalties** and **PCI DSS Fines and Assessments**, the applicable law will be the law of the state most favorable to the **Insured**, provided such state has a reasonable relationship to the **Claim**.

(2) A state will be considered to have a reasonable relationship to the **Claim** if it is the state where:

(a) the **Named Insured** is incorporated or has a place of business;

(b) the **Claim** is pending;

(c) the **Wrongful Acts** giving rise to the **Claim** were committed or allegedly committed;

(d) with respect to Bodily Injury Liability Coverage only, the **Bodily Injury** occurred; or

(e) with respect to Property Damage Liability Coverage only, the **Property Damage** occurred.

(I) Action Against the Company

No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy, nor until the amount of an **Insured's** obligation to pay with respect to a **Claim** has been finally determined either by judgment against an **Insured** after actual trial or by written agreement of an **Insured**, the claimant and the Company. Any individual or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No individual or organization shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine an **Insured's** liability, nor shall the Company be impleaded by any **Insured** or their legal representative.

(J) Dispute Resolution

(1) **Mediation**

If any dispute arises between any **Insured** and the Company involving this Policy or a **Claim** hereunder, the **Named Insured** and the Company agree that such dispute will be referred to a qualified mediator in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any arbitration or other proceedings. The party invoking the agreement to mediate will provide written notice to the other party setting forth its request to mediate and a brief statement regarding the issue to be mediated. The **Named Insured** is authorized and directed to accept the Notice of Mediation on behalf of any **Insured**.

(2) **Appraisal – Property Damage Loss Coverage**

If **You** and the Company disagree on the value of the **Covered Property** or the amount of loss to which the Property Damage Loss Coverage applies, either party may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and bear the other expenses of the appraisal and umpire equally. If there is an appraisal, the Company will still retain the right to deny the **Claim**.

(3) **Arbitration**

As a condition precedent to any right of action hereunder, in the event that a good faith effort to mediate pursuant to Section **XVII.(J)**(1), or to appraise any loss pursuant to **XVII.(J)**(2), does not resolve a dispute between any **Insured** and the Company involving this Policy or a **Claim**, the **Named Insured** and the Company agree that such dispute will be determined by final and binding arbitration before a single arbitrator. If the parties cannot mutually select the arbitrator, the parties will refer the selection of the arbitrator to the American Arbitration Association.

(K) Assignment

No assignment of interest under this Policy shall bind the Company unless its prior written consent is endorsed hereon.

(L) Authorization Clause

The **Named Insured** designated in the Declarations of this Policy shall have the sole authority and responsibility to act on behalf of every **Insured** with respect to: (1) the payment or return of premium; (2) the receipt and agreement of any endorsements issued to form a part of this Policy; and (3) the exercise of the right to purchase any Extended Reporting

Period. By acceptance of this Policy, every **Insured** under this Policy understands and agrees that the **Named Insured** shall have the authority set forth in this Section **XVII.(L)**.

(M) Representations

(1) Each **Insured** represents and acknowledges that the statements made in the **Application** and the information submitted therewith are true and accurate, and that such statements and information are the bases upon which this Policy was issued, are considered to be incorporated herein and form a part of this Policy, and are deemed material to the acceptance of the risk assumed by the Company under this Policy.

(2) Each **Insured** understands and agrees that this Policy was issued in reliance upon the truth and accuracy of the representations, statements and information made in or submitted with the **Application**.

(N) Forfeiture

Any action or failure to act by the **Named Insured** with the intent to defraud the Company, or the material misrepresentation or non-disclosure of any material fact or **Claims** by the **Named Insured** in the **Application** or in any supplemental materials submitted to the Company, will render this Policy null and void, and all coverage hereunder will be forfeited.

(O) Bankruptcy or Insolvency

Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

(P) Office of Foreign Assets Control

Payment under this Policy shall only be made in full compliance with all United States of America economic or trade sanctions, laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

(Q) Headings

The titles of paragraphs or sections of this Policy or any endorsements are intended solely for convenience and reference and are not considered in any way to limit or expand the provisions to which they relate and are not part of this Policy. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

(R) Policy Conformance

Any terms of this Policy that conflict with any local or state law, regulation or ordinance of the state that applies, will be thereby amended to the extent necessary in order to conform to such local or state law, regulation or ordinance.

XVIII. MATERIAL CHANGES

(A) Created or Acquired Subsidiaries

(1) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues do not exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur after the creation or acquisition of such **Subsidiary** and provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, and (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require.

(2) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, coverage shall be afforded to the **Subsidiary** for a period of ninety (90) days after the effective date of such transaction or event, but only with respect to **Claims** first made during such ninety (90) day period for **Wrongful Acts** or **First Party Insured Events** that occur after the effective date of such transaction or event. The Company shall have the option of providing coverage for the **Subsidiary** beyond the ninety (90) days provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require, and (c) the **Named Insured** accepts any terms,

conditions, exclusions, limitations and additional premium, if any, as the Company, at its sole discretion, may impose.

(3) If the Company, at its sole discretion, elects to provide coverage for any **Subsidiary** subject to the provisions of Section **XVIII.(A)**(1) or **XVIII.(A)**(2) above, this Policy shall not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from or in any way involving any **Wrongful Act** or **First Party Insured Event** occurring before the effective date of the transaction or event or the effective date of coverage under this Policy as set forth in an endorsement, whichever is later.

(B) Sold Subsidiaries

If, after the Effective Date of this Policy, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will continue to be an **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur on or after the applicable Retroactive Date and prior to the effective date of the sale. The **Named Insured** must give the Company written notice of any such sale within sixty (60) days of the effective date of the sale. There will be no return premium.

XIX. COVERAGE IN THE EVENT OF A TAKEOVER AND CHANGE OF CONTROL EXTENDED REPORTING PERIOD

(A) In the event of a **Takeover** during the **Policy Period**, this Policy will remain in effect until the Expiration Date, or earlier termination date, if any, for any **Claim** made during the **Policy Period**, but only if the **Wrongful Acts** or **First Party Insured Events** giving rise to such **Claim** occur on or after the applicable Retroactive Date and prior to the effective date of the **Takeover**. The **Named Insured** must give the Company written notice of the **Takeover** as soon as practicable, but in no event later than thirty (30) days from the effective date of the **Takeover**. This Policy cannot be canceled by the **Named Insured** after the effective date of the **Takeover**, and the premium will be considered fully earned. This Policy cannot thereafter be renewed.

(B) In the event of a **Takeover**, the **Named Insured** shall not have a right to purchase an Optional Extended Reporting Period pursuant to Section **XVII.(F)** of this Policy. However, the **Named Insured** shall have the right to purchase a Change of Control Extended Reporting Period pursuant to the provisions set forth below, provided the **Named Insured** has otherwise complied with the terms and conditions of this Policy.

(C) In the event of a **Takeover**, the **Named Insured** shall have the right and option to purchase a Change of Control Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

(1)	for twelve (12) months:	100% of the full annual premium.
(2)	for twenty-four (24) months:	150% of the full annual premium.
(3)	for thirty-six (36) months:	200% of the full annual premium.

(D) As used herein, "full annual premium" means the equivalent annual premium level for the coverage terms in effect immediately prior to the end of the **Policy Period**, including any additional premium for endorsements.

(E) At the commencement of the Change of Control Extended Reporting Period, the entire premium shall be considered fully earned.

(F) If purchased, the Change of Control Extended Reporting Period will only apply to:

(1) with respect to the Third Party Liability Insuring Agreements of this Policy, any **Claim** first made against an **Insured** during the Change of Control Extended Reporting Period, provided always that the actual or alleged **Wrongful Acts** giving rise to such **Claim** occur on or after the Retroactive Date and before the effective date of the **Takeover**, and the **Claim** is reported to the Company during the Change of Control Extended Reporting Period; and

(2) with respect to the First Party Insuring Agreements of this Policy, any **Claim** reported to the Company during the Change of Control Extended Reporting Period, provided always that the **First Party Insured Event** giving rise to such **Claim** first occurs during the **Policy Period**, but before the effective date of the **Takeover**, and the **First Party Insured Event** is first discovered by an **Executive** during the Change of Control Extended Reporting Period.

(G) Any such Change of Control Extended Reporting Period:

(1) shall be evidenced by issuance of an endorsement to this Policy;

(2) shall apply only to those Insuring Agreements purchased by the **Named Insured**, as set forth in the Declarations of this Policy;

(3) is subject to all terms, conditions, limitations and exclusions of this Policy;

(4) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such Change of Control Extended Reporting Period; and

(5) shall be effective on the Expiration Date of this Policy.

(H) The Limit of Liability for the Change of Control Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability set forth in the Declarations of this Policy. The purchase of the Change of Control Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in the Declarations.

(I) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Change of Control Extended Reporting Period to the Company within thirty (30) days of the Expiration Date of this Policy. As a condition precedent to the **Named Insured's** right to purchase the Change of Control Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

XX. CURRENCY AND PAYMENTS

All premium and losses under this Policy shall be payable in United States dollars.

XXI. ENTIRE AGREEMENT

By acceptance of this Policy, the **Named Insured** agrees that this Policy embodies all agreements between the **Named Insured** and the Company relating to this Policy. Notice to any agent, or knowledge possessed by any agent, or by any other person, will not affect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy and signed by the Company.

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**1**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

AMENDMENT OF CREATED OR ACQUIRED SUBSIDIARIES CLAUSE

In consideration of the premium charged, it is understood and agreed that Section **XVIII. MATERIAL CHANGES**, **(A) Created or Acquired Subsidiaries**, paragraphs (1) and (2), of this Policy are deleted in their entirety and replaced with the following:

(1) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues do not exceed ten percent (10%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur after the creation or acquisition of such **Subsidiary** and provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, and (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require.

(2) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues exceed ten percent (10%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, coverage shall be afforded to the **Subsidiary** for a period of ninety (90) days after the effective date of such transaction or event, but only with respect to **Claims** first made during such ninety (90) day period for **Wrongful Acts** or **First Party Insured Events** that occur after the effective date of such transaction or event. The Company shall have the option of providing coverage for the **Subsidiary** beyond the ninety (90) days provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require, and (c) the **Named Insured** accepts any terms, conditions, exclusions, limitations and additional premium, if any, as the Company, at its sole discretion, may impose.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**2**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

AMENDMENT OF OTHER INSURANCE PROVISIONS: EXCESS INSURANCE

In consideration of the premium charged, it is understood and agreed that Section **XVII. POLICY CONDITIONS**, **(C) Other Insurance**, of this Policy is deleted in its entirety and replaced with the following:

(C) Other Insurance

If other valid and collectible insurance is available to any **Insured** for a **Claim** to which this Policy applies, the Company's obligations are limited as follows:

(1) **Excess Insurance – All Insuring Agreements Except Property Damage Loss Coverage**

All Insuring Agreements of this Policy, except Property Damage Loss Coverage, are excess over any other valid and collectible insurance (including the amount of any deductibles and/or retentions) available to any **Insured**, including any insurance under which there is a duty to defend and regardless of whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written specifically as excess insurance of this Policy by reference in such other policy to the Policy number set forth in the Declarations of this Policy.

(2) **Contingent Insurance – Property Damage Loss Coverage**

The Property Damage Loss Coverage of this Policy provides coverage for physical loss of or damage to **Covered Property** only in the absence of other valid and collectible insurance.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**3**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

BIOMETRIC CLAIMS SUBLIMIT

In consideration of the premium charged, it is understood and agreed that this Policy is amended to include a **Biometric Claims** Sublimit, subject to the following:

1. The **Biometric Claims** Sublimit, Deductible and Retroactive Date shall be as follows:

   (a) **Biometric Claims** Sublimit: $250,000.00 Each **Biometric Claim**/$250,000.00 Aggregate

   (b) **Biometric Claims** Deductible: $25,000.00 Each **Biometric Claim**

   (c) **Biometric Claims** Retroactive Date: None; Full Unknown Prior Acts.

2. Section **I. INSURING AGREEMENTS**, **(A) THIRD PARTY LIABILITY INSURING AGREEMENTS**, is amended by the addition of the following Insuring Agreement:

   Biometric Claims Coverage

   (a) Subject to the **Biometric Claims** Sublimit and Deductible, the Company shall pay **Biometric Loss** and related **Defense Costs** that an **Insured** becomes legally obligated to pay as a result of a **Biometric Claim** for an actual or alleged **Biometric Wrongful Act**, provided always that: (i) the **Biometric Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (ii) the **Biometric Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (iii) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Biometric Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (iv) the **Biometric Wrongful Act** is committed on or after the applicable Retroactive Date.

   (b) The Company has the right and duty to defend an **Insured** against any **Biometric Claim**, even if the allegations of the **Biometric Claim** are groundless, false or fraudulent, including the right to appoint an attorney to defend any such **Biometric Claim**.

3. It is understood and agreed that all provisions of Section **II. DEFENSE, SETTLEMENT AND INVESTIGATIONS OF CLAIMS** are amended to apply to **Biometric Claims**.

4. Section **III. LIMITS OF LIABILITY** is amended by the addition of the following:

   Biometric Claims Sublimit

(a) The **Biometric Claims** Sublimit is the maximum the Company shall pay for each **Biometric Claim** and in the aggregate for all **Biometric Claims** first made during the **Policy Period** and any Extended Reporting Period, if applicable, regardless of the number of **Biometric Claims**, claimants or **Insureds**.

(b) The **Biometric Claims** Sublimit shall be the sole Limit of Liability for **Biometric Claims**, and the Company shall have no further obligation to defend or pay any **Biometric Claims** after the **Biometric Claims** Sublimit is exhausted.

(c) The **Biometric Claims** Sublimit is part of, and will reduce, the Maximum Policy Aggregate Limit set forth in the Declarations of this Policy.

(d) The Additional **Defense Costs** Limit, if purchased, shall not apply to the **Biometric Claims** Sublimit.

5. Solely with respect to the **Biometric Claims** Sublimit, Section **VI. DEFINITIONS**, **(18) Claim**, is amended to include a **Biometric Claim**.

6. Solely with respect to the **Biometric Claims** Sublimit, Section **VI. DEFINITIONS**, **(112) Wrongful Act**, is amended to include a **Biometric Wrongful Act**.

7. Section **VI. DEFINITIONS** is amended by the addition of the following definitions:

"Biometric Claim" means:

(a) a written demand made against an **Insured** for **Damages** or non-monetary relief alleging a **Biometric Wrongful Act**;

(b) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **Biometric Wrongful Act**;

(c) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for a **Biometric Wrongful Act**; or

(d) a civil or administrative proceeding, regulatory action, request for information or investigation instituted against an **Insured** by a federal, state, local or foreign governmental agency as a direct result of a **Biometric Wrongful Act**.

"Biometric Information" means any biological information or characteristic that can be used to uniquely identify a person, including, but not limited to, a fingerprint, voiceprint, facial scan, hand, iris or retina scan, DNA or palm print. **"Biometric Information"** does not include **Personally Identifiable Information**.

"Biometric Loss" means:

(a) **Damages**; and

(b) any civil or administrative fines or penalties assessed against an **Insured** pursuant to any **Biometric Privacy Law**, to the extent insurable under the most favorable law as determined in accordance with Section **XVII.(H)** of this Policy.

"Biometric Privacy Law" means the Illinois Biometric Information Privacy Act (Public Act 095-994), the Texas Statute on the Capture or Use of Biometric Identifier (Tex. Bus. & Com. Code Ann. §503.001), Washington H.B. 1493, each as amended, or any similar federal, state, local or foreign law in effect now, or as hereafter created or amended, whether statutory, regulatory or common law, regulating the protection, use, collection, handling, storage, retention or destruction of **Biometric Information**.

"Biometric Wrongful Act" means any of the following, but only if committed or allegedly committed by an **Insured**:

(a) the unauthorized collection, handling, storage, retention, use, access or disclosure of **Biometric Information**;

(b) the failure to prevent the theft or loss of **Biometric Information**;

(c) the failure to comply with any **Biometric Privacy Law**; or

(d) invasion or violation of any rights to privacy, infliction of emotional distress or mental anguish resulting from a peril described in paragraphs (a) through (c) above.

8. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusions **(A)** and **(M)**, do not apply to **Biometric Claims** brought by any past, present or prospective **Employee**.

9. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY** is amended by the addition of the following Exclusion:

This Policy does not apply to any **Claim** based upon, arising from or in any way involving any actual or alleged:

(a) failure to safeguard **Biometric Information**,

(b) unauthorized collection, handling, storage, retention, use, access or disclosure of **Biometric Information**,

(c) violation of **Biometric Privacy Law**, or

(d) invasion or violation of any rights to privacy derived from any conduct described in paragraphs (a) through (c) above.

However, this Exclusion does not apply to:

(a) a **Biometric Claim**; or

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**3**

(b) a **Claim** based upon, arising from or in any way involving any disclosure of **Data** in connection with an actual (1) **Security Breach** or (2) **Privacy Breach**, paragraphs (c) and (d), only.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**4**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

DEPENDENT SYSTEM FAILURE NON-IT SERVICE PROVIDER SUBLIMIT

In consideration of the premium charged, it is hereby understood and agreed that the Dependent System Failure Coverage of this Policy is amended to include a **Non-IT Service Provider Sublimit**, subject to the following:

1. **Non-IT Service Provider Sublimit**: $2,500,000.00 each **Claim**/$2,500,000.00 Aggregate

   Waiting Period: 12 hours

2. Section **VI. DEFINITIONS** is amended by the addition of the following definitions:

   "Non-IT Dependent System Failure" means an unplanned outage, interruption, failure, suspension or degradation of service of a **Non-IT Service Provider Computer System** caused directly by any of the following targeted attacks directed at such **Non-IT Service Provider Computer System**:

   (a) unauthorized access to, or unauthorized use of, the **Non-IT Service Provider Computer System**, including any such unauthorized access or unauthorized use resulting from the theft of a password;
   (b) a **Denial of Service Attack** against the **Non-IT Service Provider Computer System**;
   (c) infection of the **Non-IT Service Provider Computer System** by malicious code; or
   (d) an **Act of Cyber Terrorism** directed at the **Non-IT Service Provider Computer System**.

   "Non-IT Service Provider" means any **Third Party** that provides goods or services for **Your** benefit under a written contract with **You**; provided, however, **"Non-IT Service Provider"** does not include any:

   (a) **Outsourced IT Service Provider**;
   (b) provider of IT-based services, including, but not limited to, cloud computing services, security software providers, internet service providers, or Domain Name System (DNS) hosting services or domain name registrars;
   (c) provider of financial market infrastructure, including, but not limited to, securities exchanges, payment processors, central clearing houses or central securities depositories;
   (d) utility providers, including, but not limited to, electricity, gas, water, telephone, cable, internet, satellite or telecommunications providers;
   (e) shipping or freight company; or
   (f) courier or package or mail delivery company.

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**4**

"Non-IT Service Provider Computer System" means a **Computer System** that is owned or leased by, and under the direct operational control of, a **Non-IT Service Provider**.

"Non-IT Service Provider Sublimit" means the maximum amount the Company will pay under Dependent System Failure Coverage for **Digital Assets Loss** and **Dependent Business Interruption Loss** incurred by **You** due to a **Non-IT Dependent System Failure**. The **Non-IT Service Provider Sublimit** is part of, and will reduce, the aggregate Limit of Liability for Dependent System Failure Coverage and the Maximum Policy Aggregate Limit, as shown in the Declarations of this Policy, and is subject to the **Waiting Period** shown in this Endorsement.

3. Section **VI. DEFINITIONS**, **(18) Claim**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Claim"** means written notice from an **Executive** to the Company of a **Non-IT Dependent System Failure**.

4. Section **VI. DEFINITIONS**, **(35) Dependent System Failure**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Dependent System Failure"** means a **Non-IT Dependent System Failure**.

5. Section **VI. DEFINITIONS**, **(36) Digital Assets**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Digital Assets"** means **Data** owned by or entrusted to **You** that is being held, stored, maintained, transferred or processed by a **Non-IT Service Provider** on **Your** behalf.

6. Section **XI. EXCLUSIONS AS TO SYSTEM FAILURE COVERAGE AND DEPENDENT SYSTEM FAILURE COVERAGE** is amended by the addition of the following Exclusion:

   The Company will not be liable under System Failure Coverage or Dependent System Failure Coverage for the cost to upgrade, improve, repair, redesign, reconfigure or maintain a **Non-IT Service Provider Computer System**.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	Warren County	H25NGP249318-00	5

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

NUCLEAR INCIDENT EXCLUSION

In consideration of the premium charged, it is understood and agreed that Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY** of this Policy is amended by the addition of the following Exclusion:

This Policy does not apply to any **Claim** based upon, arising from or in any way involving any injury, sickness, disease, death or destruction, including all forms of radioactive contamination of property:

(a) with respect to which any **Insured** is also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for exhaustion of its limit of liability;

(b) resulting from the **Hazardous Properties** of **Nuclear Material** and with respect to which:

(1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended, or any regulations promulgated thereunder;

(2) any **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

(c) resulting from the **Hazardous Properties** of **Nuclear Material**, if:

(1) the **Nuclear Material** is at any **Nuclear Facility** owned by, or operated by or on behalf of, an **Insured** or has been discharged or dispersed therefrom;

(2) the **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or

(3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any **Nuclear Facility**; provided, however, if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c)(3) applies only to injury to or destruction of property at such **Nuclear Facility**.

As used in this Endorsement:

1. **"Hazardous Properties"** means radioactive, toxic or explosive properties.
2. **"Nuclear Facility"** means:

(a) any **Nuclear Reactor**;

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**5**

(b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**;

(c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233, or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and

(e) the site on which any of (a) through (d) above is located, all operations conducted on such site and all premises used for such operations.

3. **"Nuclear Material"** means **Source Material**, **Special Nuclear Material** or **Byproduct Material**.

4. **"Nuclear Reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

5. **"Spent Fuel"** means any fuel element or fuel component, solid or liquid that has been used or exposed to radiation in a **Nuclear Reactor**.

6. **"Waste"** means any waste material containing **Byproduct Material** and resulting from the operation by any person or organization of any **Nuclear Reactor** or any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**.

7. **"Source Material"**, **"Special Nuclear Material"** and **"Byproduct Material"** have the meanings given them in the Atomic Energy Act 1954, or in any law amendatory thereof.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**6**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in your policy (including any quotation for insurance) to which this notice applies. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended in 2015, is **1%**. This amount does not include any charges for the portion of loss covered by the Federal Government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED IN 2015, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND ARE SUBJECT TO A USD100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

INSURANCE CARRIER: Houston Casualty Company

By: _____
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**7**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

SERVICE OF SUIT

This applies in jurisdictions where the Company is not an admitted insurer.

It is hereby understood and agreed that in the event of the Company's failure to pay the amount claimed to be due hereunder, the Company, at the request of an **Named Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters regarding Service of Suit shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States; to remove an action to a United States District Court; to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States; or to appeal any judgment or ruling.

It is further understood and agreed that, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any **Named Insured** or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the President of the Houston Casualty Company in care of the General Counsel, at 13403 Northwest Freeway, Houston, TX, 77040, as the person to whom the said officer is authorized to mail such process or true copy thereof.

It is further understood and agreed that service of process in such suit may be made upon NATIONAL REGISTERED AGENTS, INC., 2875 Michelle Drive, Suite 100, Irvine, CA 92606, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**8**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

WAR AND CYBER OPERATION EXCLUSION

In consideration of the premium charged, it is understood and agreed that this Policy is amended as follows:

1. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusion **(P)**, of this Policy is deleted in its entirety.

2. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY** is amended by the addition of the following Exclusion:

   This Policy does not apply to any **Claim** for any loss, damage, liability, cost or expense:

   (1) directly or indirectly caused by, resulting from or in connection with any **War**;

   (2) resulting from a **Cyber Operation** carried out as part of any **War**; or

   (3) resulting from a **Cyber Operation** that causes a sovereign state to become an **Impacted State**;

   Provided, however, that paragraph (3) above shall not apply to the direct or indirect effect of a **Cyber Operation** on an **Insured Computer System** or a **Service Provider Computer System** that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

As used in this Endorsement, whether in singular or plural form:

A. **"Cyber Operation"** means the use of a **Computer System** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a **Computer System** of or in another sovereign state.

B. **"Essential Service"** means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.

C. **"Impacted State"** means a sovereign state where a **Cyber Operation** has had a major detrimental impact on:

   (a) the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an **Essential Service** in that sovereign state; and/or

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**8**

(b) the security or defense of that sovereign state;

provided, however, that an **Impacted State** shall not result from an attack, or a related series of attacks, solely impacting the **Insured**.

D. **"War"** means:

(a) armed conflict involving physical force by one sovereign state against another sovereign state, whether either such state is fully or partially recognized, and whether war has been declared or not; and/or

(b) civil war, rebellion, revolution, insurrection, riot or civil commotion, military or usurped power or martial law.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**9**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

RPS CYBER AMENDATORY

In consideration of the premium charged, it is understood and agreed that this Policy is amended as follows:

1. Section **II. DEFENSE, SETTLEMENT AND INVESTIGATION OF CLAIMS**, **(B) Consent to Settlement Provisions as to Sections I.(A)(1) through I.(A)(6)**, paragraphs (3)(b) and (3)(c), are deleted in their entirety and replaced with the following:

   (b) eighty percent (80%) of any **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, whichever applies, incurred after the date such **Insured** withheld consent to such settlement or compromise, subject always to all other terms and conditions of this Policy, including, but not limited to, the applicable Deductible and the Limit of Liability.

   (c) the remaining twenty percent (20%) of **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments** referenced in paragraph (b) above shall be the sole responsibility of such **Insured**.

2. Section **VI. DEFINITIONS**, **(5) Application**, is deleted in its entirety and replaced with the following:

   (5) **"Application"** means all applications and supplemental applications, including any attachments thereto, and all other information and materials submitted to the Company by, or on behalf of, the **Named Insured** relating to the underwriting of this Policy. All such applications, attachments, information and materials are considered attached to and incorporated into this Policy.

3. Section **VI. DEFINITIONS**, **(40) Executive**, is deleted in its entirety and replaced with the following:

   (40) **"Executive"** means any chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager of the **Named Insured** or **Subsidiary**, or any person in a functionally equivalent position.

4. Section **VI. DEFINITIONS**, **(51) Insured Computer System**, is amended to include the following sentence:

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**9**

With respect to Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage and Breach Event Costs Coverage only, **Insured Computer System** also includes a **Computer System** operated by an **Employee** or **Your** independent contractor, but only while such **Computer System** is being operated by that **Employee** or independent contractor in the course of performing work on **Your** behalf.

5. Section **VI. DEFINITIONS**, **(56) Media Material**, is amended to include content posted by users to any website operated and managed by **You**.

6. Section **VI. DEFINITIONS**, **(78) Privacy Breach**, paragraph (c), is deleted in its entirety and replaced with the following:

   (c) the theft or loss of **Private Information**, including the theft or loss of **Private Information** stored on a **Data** storage or mobile device, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive**;

7. Section **VI. DEFINITIONS**, **(82) Private Information**, is amended to include the following sentence:

   Private Information includes any such information in electronic or non-electronic form.

8. Section **VI. DEFINITIONS**, **(95) Security Breach**, is deleted in its entirety and replaced with the following:

   (95) **"Security Breach"** means any of the following, whether a specifically targeted attack or a generally distributed attack:

   (a) a **Hacking Attack**; or

   (b) the theft or loss of a **Data** storage or mobile device containing **Private Information**, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive**.

   A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing attack, event, incident or failure of computer security will be considered a single **Security Breach** and will be considered to have occurred at the time the first of such **Security Breaches** occurred.

9. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusion **(G)**, is deleted in its entirety and replaced with the following:

(G) based upon, arising from or in any way involving any breach of any express, implied, actual or constructive contract, warranty or guarantee. However, this Exclusion does not apply to:

(1) any liability or obligation an **Insured** would have had in the absence of such contract, warranty or guarantee;

(2) an actual or alleged breach of **Your Privacy Policy**;

(3) an actual or alleged breach of an express, implied, actual or constructive contract, warranty or guarantee to protect **Private Information**;

(4) a **Claim** under Security and Privacy Liability Coverage for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **Private Information**; or

(5) a **Claim** under PCI DSS Liability Coverage for an unintentional breach of the provisions of a **Merchant Services Agreement** relating to compliance with the **PCI DSS Standard**.

10. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusion **(V)**, does not apply to a **Claim** under Security and Privacy Liability Coverage alleging violation by an **Insured** of the CAN-SPAM Act, as amended, or any regulation promulgated thereunder, or any similar federal, state, local or foreign law, but only if such violation is unintentional and a consequence of a **Hacking Attack**.

11. Section **XIV. NOTIFICATION**, **(A) Notice Provisions as to All Insuring Agreements Except BrandGuard® Coverage and Property Damage Loss Coverage**, is deleted in its entirety and replaced with the following:

(A) Notice Provisions as to All Insuring Agreements Except BrandGuard® Coverage and Property Damage Loss Coverage

(1) With respect to all Third Party Liability Insuring Agreements of this Policy, an **Executive** must provide written notice to the Company, through the persons named in the Declarations of this Policy, of any Claim as soon as practicable after an **Executive** first becomes aware of such Claim, but no later than ninety (90) days after expiration of the **Policy Period**, or during any Extended Reporting Period, if applicable.

(2) With respect to all First Party Insuring Agreements of this Policy, except BrandGuard® Coverage and Property Damage Loss Coverage, an **Executive** must provide written notice to the Company, through the persons named in the Declarations of this Policy, of any **First Party Insured Event** as soon as practicable after an **Executive** first becomes aware of such **First Party Insured Event**, but no later than ninety (90)

days after expiration of the **Policy Period**, or during any Extended Reporting Period, if applicable.

12. Section **XV. LOSS DETERMINATION** is amended by the addition of the following:

Forensic Accounting Expenses Sublimit

(1) The Company will reimburse **You** for forensic accounting expenses that **You** incur to quantify **Brand Loss** or **Income Loss**, subject to a maximum aggregate Sublimit of Liability of $25,000.00, regardless of the number of **Insureds**, **Claims** or **First Party Insured Events**.

(2) The Sublimit of Liability set forth in paragraph 1. above will be paid by the Company as part of, and will reduce, the Maximum Policy Aggregate Limit set forth in the Declarations of this Policy.

(3) If the Sublimit of Liability set forth in paragraph 1. above is exhausted, the Company's obligation to reimburse **You** for forensic accounting expenses that **You** incur to quantify **Brand Loss** or **Income Loss** will end.

(4) The Company shall, in its sole discretion, reimburse only those forensic accounting expenses it deems to be reasonable and necessary. All forensic accounting expenses must be incurred by **You** during the **Policy Period** or any Extended Reporting Period, if applicable.

13. Section **XVII. POLICY CONDITIONS** is amended as follows:

(A) Section **(D) Cancellation**, paragraph (1), is deleted in its entirety and replaced with the following:

(1) The **Named Insured** may cancel this Policy by giving the Company advance, written notice stating when thereafter cancellation shall take effect. If this Policy is canceled by the **Named Insured**, the earned premium will be computed on a pro rata basis. Payment or tender of any unearned premium by the Company will not be a condition precedent to the effectiveness of cancellation.

(B) Section **(F) Optional Extended Reporting Period**, paragraphs (1) and (8), are deleted in its entirety and replaced with the following:

(1) If this Policy is canceled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or for the non-payment of premium, or if the **Named Insured** cancels or chooses

not to renew this Policy, then the **Named Insured** shall have the right, following the effective date of such cancellation, if applicable, or the Expiration Date of this Policy, to purchase an Optional Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

(a) for twelve (12) months: 100% of the full annual premium.

(b) for twenty-four (24) months: 150% of the full annual premium.

(c) for thirty-six (36) months: 200% of the full annual premium.

(d) for seventy-two (72) months: 300% of the full annual premium.

(8) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Optional Extended Reporting Period to the Company within sixty (60) days of the effective date of cancellation, if applicable, or the Expiration Date of this Policy. Furthermore, as a condition precedent to the **Named Insured's** rights to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

(C) Section **(N) Forfeiture** is deleted in its entirety and replaced with the following:

(N) Forfeiture

(1) Any action or failure to act by the **Named Insured** with the intent to defraud the Company will render this Policy null and void, and all coverage hereunder will be forfeited.

(2) The material misrepresentation or non-disclosure of any material fact or **Claims** in the **Application** or in any supplemental materials submitted to the Company, will render this Policy null and void ab initio as to any **Insured** who knew the facts misrepresented or the omission, whether or not such person knew of the **Application** or this Policy. The knowledge of an **Insured** will not be imputed to any other **Insured** for the purposes of this paragraph **XVII.(N)**(2).

14. Section **XVIII. MATERIAL CHANGES** is deleted in its entirety and replaced with the following:

XVIII. MATERIAL CHANGES

(A) Created or Acquired Subsidiaries

(1) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues do not exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur after the creation or acquisition of such **Subsidiary**.

(2) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, coverage shall be afforded to the **Subsidiary** for a period of ninety (90) days after the effective date of such transaction or event, but only with respect to **Claims** first made during such ninety (90) day period for **Wrongful Acts** or **First Party Insured Events** that occur after the effective date of such transaction or event. The Company shall have the option of providing coverage for the **Subsidiary** beyond the ninety (90) days provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require, and (c) the **Named Insured** accepts any terms, conditions, exclusions, limitations and additional premium, if any, as the Company, at its sole discretion, may impose.

(3) If the Company, at its sole discretion, elects to provide coverage for any **Subsidiary** subject to the provisions of Section **XVIII.(A)**(1) or **XVIII.(A)**(2) above, this Policy shall not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from or in any way involving any **Wrongful Act** or **First Party Insured Event** occurring before the effective date of the transaction or event or the effective date of coverage under this Policy as set forth in an endorsement, whichever is later.

(B) Sold Subsidiaries

If, after the Effective Date of this Policy, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will continue to be an **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur on or after the applicable Retroactive Date and prior to the effective date of the sale. There will be no return premium.

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**9**

15. Section **XIX. COVERAGE IN THE EVENT OF A TAKEOVER AND CHANGE OF CONTROL EXTENDED REPORTING PERIOD**, paragraphs **(C)** and **(I)**, are deleted in their entirety and replaced with the following:

(C) In the event of a **Takeover**, the **Named Insured** shall have the right and option to purchase a Change of Control Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

(1)	for twelve (12) months:	100% of the full annual premium.
(2)	for twenty-four (24) months:	150% of the full annual premium.
(3)	for thirty-six (36) months:	200% of the full annual premium.
(4)	for seventy-two (72) months:	300% of the full annual premium.

(I) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Change of Control Extended Reporting Period to the Company within sixty (60) days of the Expiration Date of this Policy. As a condition precedent to the **Named Insured's** right to purchase the Change of Control Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

All other terms and conditions of this Policy remain unchanged.

2025-25920

TM COMEAU, UNDERSHERIFF

12-24-2025

SUPPLEMENTAL

- Inv. MAILLE advised during his interview with Treasurer NORTON that County Attorney ELMAN had made a notification to the United States Secret Service concerning wire transfers from the treasure's office.

20:05 Contact with Mr. ELMAN via phone. He confirmed the notification to secret service that afternoon. After checking emails, Mr. ELMAN provided email response from secret service.

Advised Mr. ELMAN of need for all discovery evidence.

Follow up to continue.

Comeau, Terry

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 20:25
To: Elmen, Larry
Cc: Comeau, Terry
Subject: Re: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Larry,

Thank you for the follow up. We are still attempting to trace some of the additional transfers following the initial wire. I'll let you know if we have any success.

Thanks

Mike

Michael Nichols
RAIC
Albany NY Resident Office
(202) 480-3812

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 8:12:03 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>
Subject: Re: Wire instructions info

You don't often get email from elmenl@warrencountyny.gov. Learn why this is important
Mike,
Thank you. I did not think to check my email until just now. I copied the Warren County Undersheriff, Terry Comeau, so he will have your earlier response and may follow up with you on any questions his team has.

I cannot thank you enough for your fast response and your team's actions!

Have a great night.

Larry Elmen
County Attorney
County of Warren

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I ran the information provided and identified the account in question. I confirmed the fraud ACHs that were processed into the account, however most of the funds have been taken out via checks, ACH withdrawals at Century Bank and Trust, and ATM Withdrawals. The account was flagged and frozen with $256,001.98 in available funds placed on hold pending HHL. Please have the external bank send an HHL as soon as possible to recover the remaining funds. The zip code is 31031. Please let me know if you have any questions or need further assistance.

DEPinvestigation&recovery DEPinvestigation&recovery@discover.com

Thank you,

Sam Perna Capital One
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-8106 | Email: Samuelperna@discover.com

Confidential

Let me know if you need anything further.

Mike

Michael Nichols
Resident Agent in Charge
U.S. Secret Service
Albany NY Resident Office
Cell – (202) 480-3812

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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County Attorney
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Subject: RE: Wire instructions info

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DEPinvestigation&recovery DEPinvestigation&recovery@discover.com

Thank you,

Sam Perna Capital One
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-8108 | Email: Samuelperna@discover.com

CCCI

Confidential

Let me know if you need anything further.

Mike

Michael Nichols
Resident Agent in Charge
U.S. Secret Service
Albany NY Resident Office
Cell – (202) 480-3812

Larry Elmen
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Warren County Attorney's Office
Warren County Municipal Center
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Lake George, New York 12845
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Comeau, Terry

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 20:12
To: MICHAEL NICHOLS (ALB)
Cc: Comeau, Terry
Subject: Re: Wire instructions info

External sender <elmenl@warrencountyny.gov>
Make sure you trust this sender before taking any actions.

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Let me know if you need anything further.

Mike

Michael Nichols
Resident Agent in Charge
U.S. Secret Service
Albany NY Resident Office
Cell – (202) 480-3812

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 3:51 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: FW: Wire instructions info

You don't often get email from elmenl@warrencountyny.gov. Learn why this is important

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:50 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

ACH Authorization Form

Mark Completed

	Peckham Road Corp
	438 Vaughn Road
	Hudson Falls
	New York
	12389
	Rafael Diaz
	347-272-9617
	rdiaz@peckhamroadcorp.com
	11/13/2025 10:45 AM
	Public works

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Wire instructions info

Hi. Please send me a scanned copy of the wire instruction information. I am waiting for a call back from secret service as they may have the ability to "kill" the transfer.

My cell is Call if needed. Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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Comeau, Terry

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 12:30
To: Comeau, Terry
Cc: Norton, Christine; Morse, Tyler J
Subject: 2025-25920

Here you go!

From: Monica Stark <mailat_monica@yahoo.com>
Sent: Wednesday, December 24, 2025 12:28 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Screenshot 2025-12-24 at 12.27.59 PM

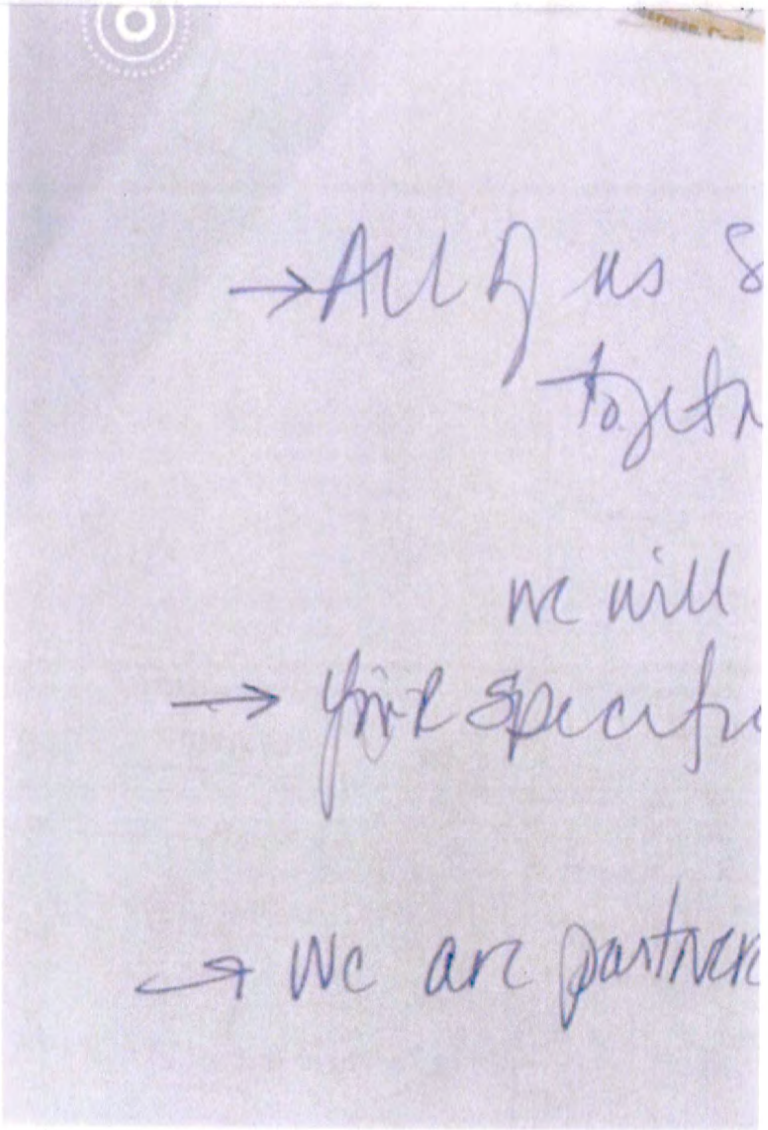
External sender <mailat_monica@yahoo.com>

Make sure you trust this sender before taking any actions.

12:27

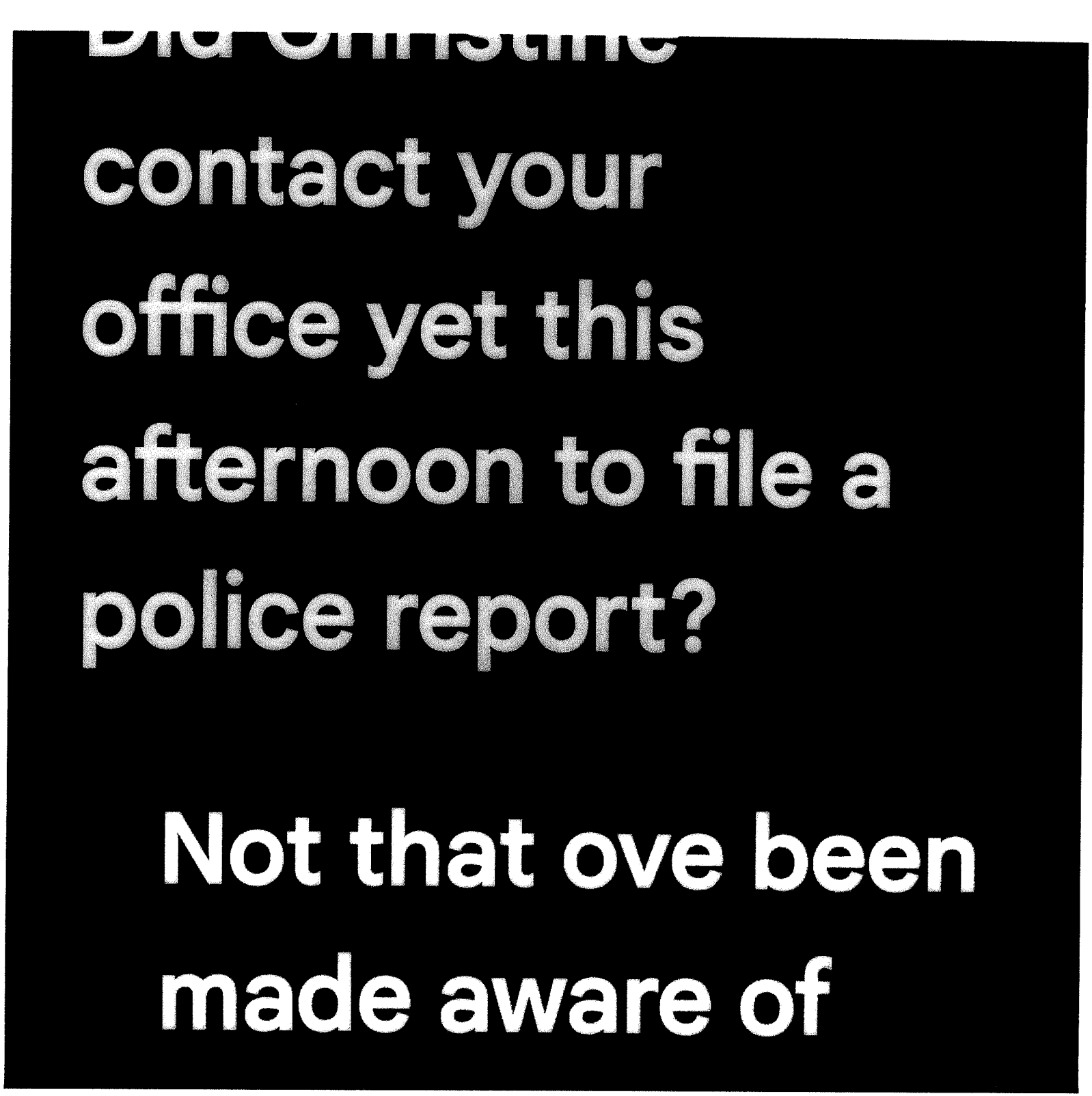
CN

Christine



Monica Stark

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contact your
office yet this
afternoon to file a
police report?
Not that ove been
made aware of

advised by our team from NYSP that this letter should be authored and sent to arrow. Just a friendly reminder,

they can email me
the document and
I will work to have
Kevin sign it in the
morning. Are you
working with
Arleen Girard or
someone else.

friendly reminder, we will need any emails and text for discovery purposes. Screenshots are fine.

Warren County Board of Supervisors

RESOLUTION NO. 515 OF 2025

RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO

ADOPTING THE WIRE TRANSFERS AND E-BANKING POLICY

WHEREAS, the County Attorney requested, and the Personnel, Administration & Higher Education Committee agreed, to adopt the Wire Transfers and e-Banking Policy, as approved by the Warren County Risk and Safety Committee, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Wire Transfers and e-Banking Policy, annexed hereto as Schedule "A," be and the same is hereby adopted as the official policy for Warren County.

SCHEDULE "A"

WIRE TRANSFERS AND E-BANKING POLICY

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution, defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County §600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law §5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law §99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment Systems (EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1 The County Auditor's Office reviews all electronic payments that are governed under County Law Section 600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial System Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial System batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount o the payment, the EFT number assigned by County Financial System as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial System payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form.*

2. **Verification and Authorization:**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.
3. **Setup of Electronic Payment:**
   a. Once approved, the County Treasurer and/or their designees shall proceed to

set up the electronic transfer (wire/ACH) in the online banking platform.

4. **Dual Authorization and Security Verification:**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, the County Treasurer and/or their designees shall receive a phone call from the bank containing a unique security access code which must be verified before the transaction may be approved.
5. **Post-Approval Verification:**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry:**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The County Treasurer's Office is the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee(s) shall be responsible for ensuring that employees with electronic access to County bank accounts who leave County employment are properly removed from the accounts, effective as of the date of termination.

VII. MONITORING

The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

Comeau, Terry

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Friday, December 26, 2025 11:57
To: Comeau, Terry
Subject: Re: Fraudulent Peckham ACH incident report

External sender <elmenl@warrencountyny.gov>
Make sure you trust this sender before taking any actions.

Understood. When she told me her office contacted the NYSP and would be meeting with a trooper to give a deposition I asked her to get a copy from them if she could. Then I told John that your office had not been contacted.

Thank you for your efforts on this incident.

Larry Elmen

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Friday, December 26, 2025 6:59 AM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: FW: Fraudulent Peckham ACH incident report

Good Morning .. I assumed by the Monica's text that you had requested a deposition from her .. Thank you

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL: 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" - Immanuel Kant

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 13:57
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Geraghty, Kevin (Town) <Kevin.Geraghty@WarrensburgNY.gov>; Thomas, Frank <Thomasf@WarrenCountyNY.gov>
Subject: Fraudulent Peckham ACH incident report

Larry,

Please see attached and let me know if you need anything else from me.

Monica I Stark, CPA
Deputy County Treasurer
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845
518-761-6380

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Affinito, Edward G.

From: Comeau, Terry
Sent: Tuesday, December 23, 2025 8:14 PM
To: Affinito, Edward G.
Subject: Fw: Wire instructions info

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 8:12:03 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Cc: Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>
Subject: Re: Wire instructions info

External sender <elmenl@warrencountyny.gov>
Make sure you trust this sender before taking any actions.

Mike,
Thank you. I did not think to check my email until just now. I copied the Warren County Undersheriff, Terry Comeau, so he will have your earlier response and may follow up with you on any questions his team has.

I cannot thank you enough for your fast response and your team's actions!

Have a great night.

Larry Elmen
County Attorney
County of Warren

From: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Sent: Tuesday, December 23, 2025 4:42 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

Warning: Unusual sender <michael.nichols@usss.dhs.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Larry,

My investigator was able to make contact with the bank. It looks like the FBI has already been in contact with them as well.

Here is their response:

Hello,

We already received this referral from the FBI. Here is the response I sent them.

I ran the information provided and identified the account in question. I confirmed the fraud ACHs that were processed into the account, however most of the funds have been taken out via checks, ACH withdrawals at Century Bank and Trust, and ATM Withdrawals. The account was flagged and frozen with $256,001.98 in available funds placed on hold pending HHL. Please have the external bank send an HHL as soon as possible to recover the remaining funds. The zip code is 31031. Please let me know if you have any questions or need further assistance.

DEPinvestigation&recovery DEPinvestigation&recovery@discover.com

Thank you,

Sam Perna CapitalOne
Risk Specialist
2500 Lake Cook Road, Riverwoods, IL 60015
Office Phone: 224-619-8108 | Email: Samuelperna@discover.com

Confidential

Let me know if you need anything further.

Mike

Michael Nichols
Resident Agent in Charge
U.S. Secret Service
Albany NY Resident Office
Cell – (202) 480-3812

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 3:51 PM
To: MICHAEL NICHOLS (ALB) <Michael.Nichols@usss.dhs.gov>
Subject: FW: Wire instructions info

> You don't often get email from elmenl@warrencountyny.gov. Learn why this is important

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:50 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

ACH Authorization Form

Mark Completed

Company Name	Peckham Road Corp
Address	438 Vaughn Road
City	Hudson Falls
State	New York
Zip	12389
Contact Person	Rafael Diaz
Contact Phone	347-272-9617
Contact Email	rdiaz@peckhamroadcorp.com
Date Submitted	11/13/2025 10:45 AM
Date Setup	
Setup by	
Department Working With	Public works

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Wire instructions info

Hi. Please send me a scanned copy of the wire instruction information. I am waiting for a call back from secret service as they may have the ability to "kill" the transfer.

My cell is . Call if needed. Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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2025-25920

TM COMEAU, UNDERSHERIFF

12-24-2025

Received email chain from Monica STARK.

Comeau, Terry

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 08:51
To: Comeau, Terry
Cc: Morse, Tyler J; Norton, Christine
Subject: RE: 2025-25920

Terry – I had no texts but three emails going out: one to Larry Elman, which I will forward you in a minute, the second to the FBI and the third to NYS Police. The last two emails I already printed and gave paper copies to Investigator Morse. Please let me know if you need anything else.

From: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>
Sent: Wednesday, December 24, 2025 8:44 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>
Subject: 2025-25920

Just a friendly reminder, we will need all communications relating to the 12-23-2025 incident (emails, texts, etc) by noon today for discovery purposes.

Terry M. Comeau
Undersheriff

Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845
DESK: 518-743-2515
CELL : 518-791-0949

"Out of the crooked timber of humanity, no straight thing was ever made" – Immanual Kant

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Comeau, Terry

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Wednesday, December 24, 2025 08:52
To: Comeau, Terry
Cc: Morse, Tyler J
Subject: 2025-25920
Attachments: 12.23.25 Peckham ACH.pdf

FYI

From: Stark, Monica
Sent: Tuesday, December 23, 2025 3:39 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:56 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

Monica,

Do you have the ACH authorization for today's transfer?

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:50 PM
To: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: RE: Wire instructions info

ACH Authorization Form

Mark Completed

Company Name	Peckham Road Corp
Address	438 Vaughn Road
City	Hudson Falls
State	New York
Zip	12389
Contact Person	Rafael Diaz
Contact Phone	347-272-9617
Contact Email	rdiaz@peckhamroadcorp.com
Date Submitted	11/13/2025 10:45 AM
Date Setup	
Setup By	
Department Working With	Public works

From: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Sent: Tuesday, December 23, 2025 2:47 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Subject: Wire instructions info

Hi. Please send me a scanned copy of the wire instruction information. I am waiting for a call back from secret service as they may have the ability to "kill" the transfer.

My cell is Call if needed. Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: elmenl@WarrenCountyNY.gov

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ARROWBANK

Collection Confirmation

The PPD Collection request below has been added to the transmit queue successfully. To send requests for processing, go to ACH Transmit - Selection. All approvals must be received before the request will be transmitted.

Template Information

Template Name:	
Request Type:	PPD Collection
Company Name/ID:	County of Warren / 1146002576
Template Description:	Reversal
Credit Account:	General Account - *6006
Effective Date:	12/24/2025
Transmit Status:	Pending Approval

Debit/Source Accounts

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
031100649	*0241	Checking	Peckham Road Corp		$1,225,954.65
				Total:	$1,225,954.65

Approval History Information

Approval Status : 0 of 1 Received - Ready to Transmit

Action	User ID	Date
Enter Request	MSTARK	12/23/2025 12:02:33 PM (ET)

ARROWBANK

ACH Transaction Approval Confirmation

The requests below have been transmitted successfully.

Approved/Transmitted Requests

Transmitted: 12/23/2025 03:36:23 PM (ET)

Transmitted By: EROSE

Template Name	Request Type	Amount	Effective Date	Confirmation Number	Transmit Status	Approval Status
	PPD Collection	$1,225,954.65	12/24/2025	3304884362	Transmitted	1 of 1 received

2025-25920

TM COMEAU, UNDERSHERIFF TM

01-02-2026 TM

SUPPLEMENTAL #3

COPY

CONFIDENTIAL

- 12-31-2025 Received from IT Director Michael COLVIN, memo and information in reference to ACH authorization received on November 13th 2025 from "Peckham Road Corporation". (ATTACHED)

- 01-02-2026 Received from County Attorney's Office the renewal application for Cyber Liability Insurance executed October 3rd 2025, along with corresponding emails concerning ACH transfers.

The application was requested by this office after a conversation with County Attorney ELMEN in which he advised that the county "answered a question in a way they didn't want to".

After reviewing the application

Section 9 of the application: "PHISING CONTROLS"

Questions B (1), (2), & (3). are answered in the affirmative if protocols are in place to send ACH which include confirming vendors, transfers of funds are accurate, and proper written authorizations are obtained. (ATTACHED)

Copy of the IC3 complaint filed by Monica STARK supplied by County Attorney's Office. (ATTACHED)

Copy of Insurance Claim filed by County Attorney's Office with Tokio Marine HCC

WARREN COUNTY ATTORNEY'S OFFICE

LAWRENCE ELMEN
WARREN COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS
RYAN J. DICKEY
CHRISTOPHER W. BRIGGS

RISK MANAGER
Marilyn L Rivers, CPCU ARM AIC

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

TELEPHONE: (518) 761-6483
FAX: (518) 761-6377

January 2, 2026

Tokio Marine HCC Cyber and Professional Lines Group
Claims Department
16501 Ventura Blvd., Suite 200
Encino, CA 91436

RE: Insured: County of Warren
Policy No.: H25NGP249318-00
Date of Loss: December 12, 2025 and December 23, 2025
Value of Loss: $2.1 Million and $1.2 Million

Sent Via Email to: CyberClaims@tmhcc.com

Dear Tokio Marine HCC Claims Professional:

The County of Warren New York hereby makes a cyber liability claim under its 2025 policy year with policy number H25NGP249318-00. The dates and amounts of loss are as follows:

December 12, 2025: $2.1 Million Dollars

December 23, 2025: $1.2 Million Dollars
(Captured and Frozen by US Secret Service and FBI Officials)

County employees within the County's Treasurer's Office unknowingly fell victim to a social engineering scheme involving one of its contracted vendors. The vendor – Peckham Road Corp had a valid County contract and submitted valid invoices for payment for services rendered throughout 2025. Peckham, however, experienced a cyber intrusion in the 2nd or 3rd quarter of 2025 which provided the cyber criminals with all of its clients, contracts and invoices which laid ground for an established vulnerability to which the County succumbed to in these two losses.

The County of Warren immediately contacted law enforcement officials upon learning of the cyber theft of its funds, including but not limited to the FBI, US Justice Department Secret Service, New York State Troopers, New York State Comptroller's Office and the Warren County Sheriff's Office. The Warren County Sheriff's Office is coordinating the entirety of the law enforcement effort pertaining to this matter. All law enforcement agencies are working together to investigate and recoup the monies lost. To date, the County has been informed that the December 23, 2025 payment of $1.2 Million has been frozen and is capable of eventually being returned to the County.

The County presents the following preliminary information regarding the losses being reported:

- On or about November 13, 2025, a cyber perpetrator identified themselves as an employee of Peckham Road Corp and made contact with a County employee within the County Treasurer's Office inquiring as to how to change a bank routing number for payment.
- The County employee in question within the County Treasurer's Office directed the cyber perpetrator to complete the required online form which would allow the potential change.
- The cyber perpetrator then completed the form and submitted it online.
- The County received the form with the false banking account numbers for Peckham Road Corp., but the employees processing the form did not follow established County procedures to validate the fraudulent request made and made the change. The Deputy County Treasurer then approved the change made to the system as required by procedures, but again did not validate that the new banking information for the vendor was valid and correct. Meaning, the County Treasurer's Office did not contact Peckham Road Corp to confirm the new banking information.
- Peckham Road Corp submitted valid vouchers in accordance with the work it had performed for the County in 2025. The first voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this first case, $2.1 Million was paid to Peckham by the County via ACH to the fraudulent account on December 12, 2025.
- Peckham Road Corp submitted a second invoice in the amount of $1.2 Million for services rendered to the County. The second voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this second case, however, the $1.2 Million being paid to Peckham by the County via ACH to the fraudulent account on December 23, 2025, was scheduled for payment for the next day – December 24, 2025, BUT had not yet been released by the County's bank – Arrow Bank.
- On December 23, 2025, Peckham Road Corp contacted the County inquiring as to its payments. The cyber fraud was discovered at this time and a series of events transpired in close succession:
    - County officials immediately notified law enforcement including the FBI and Secret Service. The NYS Comptroller, NYS Troopers and Warren County Sheriff's Office was also notified within this same time period.
    - The Secret Service - in concert with the County's Bank – Arrow Bank immediately froze the $1.2 Million on the verge of being paid and the suspended payment.

The County is actively working with law enforcement officials to investigate this matter. The County reports these matters to Tokio Marine as a cyber liability claim. The point of contact for this claim is Lawrence Elman, County Attorney. All inquiries pertaining to this claim should be directed to his attention.

Thank you for your immediate attention to this matter.

Sincerely,

Marilyn L Rivers, CPCU ARM AIC
Risk Manager

CC: Lawrence Elman, County Attorney
John Taflan, County Administrator
Sulim Bartok, Gallagher

Your IC3 Complaint

Submission ID:	2da533ae78524d6cb13a5fb0d1178fab
Date Filed:	12/23/2025 2:21:01 PM EST
Were you the one affected in this incident?	No

Your Contact Information

Name:	Monica I Stark
Business Name:	Warren County
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Complainant Information

Name:	Monica I Stark
Address:	1340 State Route 9
City:	Lake George, NY

Country:	United States of America
State:	New York
Zip Code/Route:	12845
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Business Information

Is this on behalf of a business that was targeted by a Cyber incident?	Yes
Business Name:	Warren County
Is the incident currently impacting business operations?	No
Business IT POC:	Monica Stark
Other Business POC:	Christine Norton
If your business or organization is defined as a critical infrastructure entity, select the sector below:	Government Facilities
If known or applicable, please select the critical infrastructure subsector:	Local Government Facility

Financial Transaction(s)

Did you send or lose money in the incident?	Yes
What was your total loss amount?	3,358,434.88
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	2,132,480.23
Transaction Date:	12/12/2025
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St
Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account

Originating Account Number:

Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	

• • • •

Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	1,225,954.65
Transaction Date:	12/23/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St

Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account
Originating Account Number:	

Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	

Information About The Subject(s)

Name:	Rafael Diaz
Business Name:	Peckham Road Corp
Address:	438 Vaughn Rd
City:	Hudson Falls

Country:	United States of America
State:	New York
Zip Code/Route:	12389
Phone Number:	3472729617
Email Address:	rdiaz@peckhamroadcorp.com

Description of Incident

Provide a description of the incident and how you (or those you are filling this out on behalf of) were victimized. Provide information not captured elsewhere in this complaint form:

We have received an ACH authorization form directing to ACH funds. No one called to confirm the info was accurate. It was fraudulent.

Other Information

Is this an update to a previously filed complaint?	No

Privacy & Signature:

The collection of information on this form is authorized by one or more of the following statutes: 18 U.S.C. § 1028 (false documents and identity theft); 1028A (aggravated

identity theft); 18 U.S.C. § 1029 (credit card fraud); 18 U.S.C. § 1030 (computer fraud); 18 U.S.C. § 1343 (wire fraud); 18 U.S.C 2318B (counterfeit and illicit labels); 18 U.S.C. § 2319 (violation of intellectual property rights); 28 U.S.C. § 533 (FBI authorized to investigate violations of federal law for which it has primary investigative jurisdiction); and 28 U.S.C. § 534 (FBI authorized to collect and maintain identification, criminal information, crime, and other records).

The collection of this information is relevant and necessary to document and investigate complaints of Internet-related crime. Submission of the information requested is voluntary; however, your failure to supply requested information may impede or preclude the investigation of your complaint by law enforcement agencies.

The information collected is maintained in one or more of the following Privacy Act Systems of Records: the FBI Central Records System, Justice/FBI-002, notice of which was published in the Federal Register at 63 Fed. Reg. 8671 (Feb. 20, 1998); the FBI Data Warehouse System, DOJ/FBI-022, notice of which was published in the Federal Register at 77 Fed. Reg. 40631 (July 10, 2012). Descriptions of these systems may also be found at www.justice.gov/opcl/doj-systems-records#FBI. The information collected may be disclosed in accordance with the routine uses referenced in those notices or as otherwise permitted by law. For example, in accordance with those routine uses, in certain circumstances, the FBI may disclose information from your complaint to appropriate criminal, civil, or regulatory law enforcement authorities (whether federal, state, local, territorial, tribal, foreign, or international). Information also may be disclosed as a routine use to an organization or individual in both the public or private sector if deemed necessary to elicit information or cooperation from the recipient for use by the FBI in the performance of an authorized activity. "An example would be where the activities of an individual are disclosed to a member of the public in order to elicit his/her

assistance in [FBI's] apprehension or detection efforts." 63 Fed. Reg. 8671, 8682 (February 20, 1998).

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Monica I Stark

NEW YORK STATE INSURANCE IDENTIFICATION CARD

080 CHARTER OAK FIRE INSURANCE CO.

Policy Number
8101W313368-COF-26

Name & Address of Issuer
ARTHUR J. GALLAGHER RISK MANA
300 MADISON AVE 28TH FLOOR

NEW YORK, NY 10017

Effective Date	Expiration Date
01/01/2026	01/01/2027
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

WARREN;COUNTY
HUMAN SERVICES BUILD
LAKE GEORGE NY 12845

Applicable with respect to the following Motor Vehicle:

All Owned Vehicles

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

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FS-20

FAX: Scanable Bar Code

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Friday, October 3, 2025 10:59 AM
To: Sulim Bartok; Colin David
Cc: Elmen, Larry; Smith, Jennifer; Burnham, Jessica
Subject: County of Warren 2026 Executed NetGuard Cyber Liability Application
Attachments: County of Warren NY 2026 Executed NexGuard Cyper Application.pdf

County of Warren 2026 Executed NetGuard Cyber Liability Application

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

Notice: *This communication, including any attachments, may contain information that is confidential and protected by attorney-client privilege, work-product privilege, or other legal privileges. This communication constitutes non-public information intended to be conveyed only to the designated recipient(s) and may not be further disseminated absent the written consent of the sender and the client. If the reader of this communication is not the intended recipient(s), an employee, or agent of the intended recipient(s) who is responsible for delivering it to the intended recipient(s), or you believe that you received this communication in error, please notify the sender immediately by return email and promptly delete this email, including all attachments, without reading or saving the email or attachments in any manner. The unauthorized use, dissemination, distribution, or reproduction of this email, including any attachments, is prohibited and may be unlawful. Receipt by any person other than the intended recipient(s) shall not constitute a waiver of attorney-client privilege, work-product privilege or any other applicable legal privilege.*

TOKIO MARINE HCC

NetGuard® Plus Cyber Liability Insurance

RENEWAL APPLICATION

THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. THIS APPLICATION IS NOT A BINDER.

This application for NetGuard® Plus Cyber Liability Insurance is intended to be used for the preliminary evaluation of a submission. When completed in its entirety, this application will enable the Underwriter to decide whether or not to authorize the binding of insurance. Please type or print clearly and answer all questions. If space is insufficient to answer any question fully, attach a separate sheet. Complete all required supplemental forms/applications. "You" and "Your", as used in this application, means the Applicant.

Please refer to the attached Cyber Glossary for an explanation of the cyber security terms that appear in bold face type.

1. GENERAL INFORMATION

Name of Primary Applicant: County of Warren

Business Address: 1340 State Route 9 Lake George NY 12845 Phone: (518) 824-8717

2. ADDITIONAL ENTITIES / MATERIAL CHANGES

Names of all additional entities seeking coverage under the policy. Include each entity's description of operations and relationship to the Applicant including any percentage of ownership.

Has the Applicant acquired any subsidiaries, affiliated companies or entities in the past 12 months? ☐ Yes ☒ No

Has the name of the Applicant changed, or has any merger or consolidation taken place, in the past 12 months? ☐ Yes ☒ No
If "Yes", provide details on a separate page.

3. WEBSITES / DOMAINS

List all websites/domains owned/operated by all entities seeking coverage:
WarrenCountyNY.gov

4. CONFIRMATION OF ENTITIES

This Application is reflective of the total exposure for all entities seeking coverage, both previously existing and any acquired in the past 12 months, including revenues, records, controls, vendors and loss history. ☒ Yes ☐ No

5. TOTAL GROSS REVENUES

a.	Current Full Fiscal Year: 2025	$ 231,380,262.00
b.	Last Completed Fiscal Year: 2024	$ 297,958,152.00

6. RECORDS

a. Do you collect, store, host, process, control, use or share any private or sensitive information, including employee information, in either paper or electronic form? ☒ Yes ☐ No
If "Yes", provide the approximate number of unique records in each category:

Basic (name, email, address):	1 - 499,999
Personally Identifiable Information (PII):	1 - 499,999
Protected Health Information (PHI):	1 - 499,999
Payment Card Information:	1 - 499,999
Total unique records:	1 - 499,999

b. If "Yes" to question 6.a. above, do you encrypt all sensitive and confidential information stored on your organization's systems and networks? ☒ Yes ☐ No
If "No", are the following compensating controls in place:
(1) Segregation of servers that store sensitive and confidential information? ☐ Yes ☐ No
(2) Access control with role-based assignments? ☐ Yes ☐ No

c. Have you ever, do you currently, or will you ever collect, store, host, process, control, use or share any biometric information or data, such as fingerprints, voiceprints, facial, hand, iris or retinal scans, DNA, or any other biological, physical or behavioral characteristics that can be used to uniquely identify a person? ☒ Yes ☐ No
If "Yes", have you reviewed your policies relating to the collection, storage and destruction of such information or data with a qualified attorney and confirmed compliance with applicable federal, state, local and foreign laws? ☒ Yes ☐ No

d. Do you process, store or handle credit card transactions? ☒ Yes ☐ No
If "Yes", are you PCI-DSS Compliant? ☐ Yes ☒ No

7. INTERNAL SECURITY CONTROLS

a. Do you allow remote access to your network? ☒ Yes ☐ No

If "Yes", do you require Multi-Factor Authentication (MFA) to secure all remote access to your network, by employees and third parties, including VPNs (Virtual Private Network), RDP (Remote Desktop Protocol), RDWeb or any RMM (Remote Management and Monitoring) applications? ☒ Yes ☐ No

If MFA is used, complete the following:

(1) Select your MFA provider: Duo

If "Other", provide the name of your MFA provider: _____

(2) Select your MFA type: Push-based authentication

If "Other", describe your MFA type: _____

b. Do you use a **next-generation antivirus (NGAV)** product to protect all endpoints across your enterprise? ☒ Yes ☐ No

If "Yes", select your NGAV provider: CrowdStrike Falcon Prevent

If "Other", provide the name of your NGAV provider: _____

c. Do you use an **endpoint detection and response (EDR)** tool that includes centralized monitoring and logging of all endpoint activity across your enterprise? ☒ Yes ☐ No

If "Yes", complete the following:

(1) Select your EDR provider: CrowdStrike Defense Platform

If "Other", provide the name of your EDR provider: _____

(2) Is EDR deployed on 100% of endpoints? ☒ Yes ☐ No

If "No", please use the Additional Comments section to outline which assets do not have EDR, and whether any mitigating safeguards are in place for such assets.

d. Do you require **MFA** to protect all local and remote access to privileged user accounts? ☒ Yes ☐ No

If "Yes", select your MFA type: Push-based authentication

If "Other", describe your MFA type: _____

e. Can your users access email through a web application or a non-corporate device? ☒ Yes ☐ No

If "Yes", do you enforce MFA? ☒ Yes ☐ No

f. Do you enforce Account Lockout policies for all users? ☒ Yes ☐ No

If "Yes", provide the lockout threshold setting: 3 strikes

8. BACKUP AND RECOVERY POLICIES

Do you use a data backup solution? ☒ Yes ☐ No

If "Yes":

a. Which best describes your data backup solution? **Backups are kept locally but separate from your network (offline/air-gapped backup solution).**

If "Other", describe your data backup solution: _____

b. Check all that apply:

☒ Your backups are encrypted, **immutable** or kept separate from your network **(offline/air-gapped)**.

☒ You utilize **MFA** for both internal and external access to your backups.

c. How frequently are backups run? Daily

d. Estimated amount of time it will take to restore essential functions using backups in the event of a widespread malware or ransomware attack within your network? 0-24 hours

9. PHISHING CONTROLS

a. Do you require all employees at your company to complete social engineering training that includes phishing simulations? ☒ Yes ☐ No

b. Does your organization send and/or receive wire transfers? ☒ Yes ☐ No

If "Yes", does your wire transfer authorization process include the following:

(1) A wire request documentation form, a protocol for obtaining proper written authorization for wire transfers, and a separation of authority protocol? ☒ Yes ☐ No

(2) A protocol for confirming all payment or funds transfer instructions/requests from a new vendor, client or customer via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the payment or funds transfer instruction/request was received? ☒ Yes ☐ No

(3) A protocol for confirming any vendor, client or customer account information change requests (including requests to change bank account numbers, contact information or mailing addresses) via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the change request was received? ☒ Yes ☐ No

10. VENDORS

List your top three (3) most critical vendors and their services and websites/domains.

Name	Services	Websites/Domains
Constellation Energy Services of NY	Electrical Service	https://www.constellation.com
Direct Energy	Natural Gas	https://www.directenergy.com
Spectrum Business	Telephone and Internet	https://www,spectrumbusiness.net

11. LOSS HISTORY

If the answer to any question in 11.a. through 11.c. below is "Yes", please provide details for each claim, allegation or incident.

a. In the past 12 months, has the Applicant or any other person or organization proposed for this insurance:

(1) Received any complaints or written demands or been a subject in litigation involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the Applicant's network? APPENDED — ☒ Yes ☐ No

(2) Been the subject of any government action, investigation or other proceedings regarding any alleged violation of privacy law or regulation? — ☐ Yes ☒ No

(3) Notified customers, clients or any third party of any security breach or privacy breach? — ☐ Yes ☒ No

(4) Received any cyber extortion demand or threat? — ☐ Yes ☒ No

(5) Sustained any unscheduled network outage or interruption for any reason, lasting longer than 4 hours? — ☐ Yes ☒ No

(6) Sustained any property damage or business interruption losses as a result of a cyber-attack? — ☐ Yes ☒ No

(7) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud? — ☐ Yes ☒ No

b. In the past 12 months, has any IT service provider that the Applicant relies on sustained an unscheduled network outage or interruption lasting longer than 4 hours? — ☐ Yes ☒ No

If "Yes", did the Applicant experience an interruption in business due to such outage or interruption? — ☐ Yes ☐ No

c. Has the Applicant notified Tokio Marine HCC of all incidents or losses occurring, or claims, suits or demands received, in the past 12 months? — ☐ Yes ☐ No ☒ None to Report

If "No", please forward complete details to Tokio Marine HCC immediately.

12. IT DEPARTMENT

This section must be completed by the individual within the Applicant's organization who is responsible for network security. As used in this section only, "you" refers only to such individual.

a. Within the Applicant's organization, who is responsible for network security?

Name: Michael Colvin — Phone: 5187616407

Title: IT Director — Email: colvinm@warrencountyny.gov

b. The Applicant's network security is: ☐ Outsourced; provide the name of your network security provider:

_____

☒ Managed internally/in-house

c. If the Applicant's network security is outsourced, are you the main contact for the network security provider named in question b. above? ☐ Yes ☐ No

If "No", provide the name and email address for the main contact: _____

ADDITIONAL COMMENTS

ADDITIONAL COMMENTS (*Use this space to explain any "No" answers in the above sections and/or to list other relevant IT security measures you are utilizing that are not listed above.*)

We follow the least privilege model. All access is denied and turned on granularly as needed.

NOTICE TO APPLICANT

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

The Applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by claim expenses and, in such event, the Insurer shall not be liable for claim expenses or any judgment or settlement that exceed the limit of liability.

I HEREBY DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact, and that I agree that this application shall be the basis of the contract with the Underwriters.

CERTIFICATION, CONSENT AND SIGNATURE

The Applicant has read the foregoing and understands that completion of this application does not bind the Underwriter or the Broker to provide coverage. It is agreed, however, that this application is complete and correct to the best of the Applicant's knowledge and belief, and that all particulars which may have a bearing upon acceptability as a NetGuard® Plus Cyber Liability Insurance risk have been revealed.

By signing below, the Applicant consents to the Insurer conducting non-intrusive scans of the Applicant's internet-facing systems / applications for common vulnerabilities.

It is understood that this application shall form the basis of the contract should the Underwriter approve coverage, and should the Applicant be satisfied with the Underwriter's quotation. It is further agreed that, if in the time between submission of this application and the requested date for coverage to be effective, the Applicant becomes aware of any information which would change the answers furnished in response to any question of this application, such information shall be revealed immediately in writing to the Underwriter.

This application shall be deemed attached to and form a part of the Policy should coverage be bound.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Kevin Geraghty	Chairman Board of Supervisors
Signature of Applicant	**Date Signed by Applicant**
K. Geraghty	10/02/2025

Marilyn R Rivers, CPCU ARM AIC
Risk Manager
(518) 824-8717
rriversm@warrencountyny.gov

TOKIO MARINE HCC

NetGuard® Plus Cyber Glossary

The following Cyber Glossary is provided to assist you in completing your application correctly and completely.

Endpoint Detection and Response (EDR), also known as endpoint *threat* detection and response, centrally collects and analyzes comprehensive endpoint data across your entire organization to provide a full picture of potential threats.

> **Common Providers:** Carbon Black Cloud; Crowdstrike Falcon Insight; SentinelOne; Windows Defender Endpoint

Immutable backups are backup files that are fixed, unchangeable, and can be deployed to production servers immediately in case of ransomware attacks or other data loss.

Multi-Factor Authentication (MFA) is an electronic authentication method in which a computer user is granted access to a website or application only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge (e.g., password), possession (e.g., phone or key), and inherence (e.g., FaceID or hand print). MFA for remote email access can be enabled through most email providers.

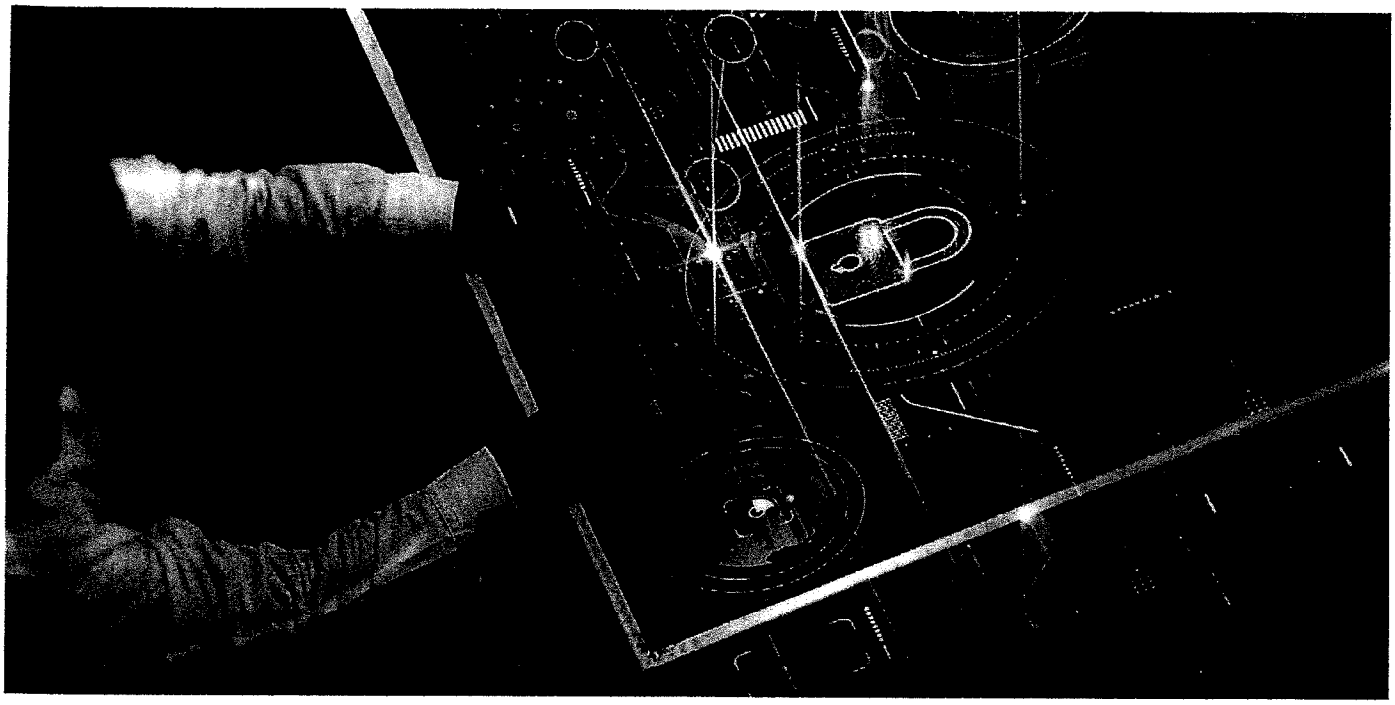
> **Common MFA providers for remote network access:** Okta; Duo; LastPass; OneLogin; and Auth0.

Next-Generation Anti-Virus (NGAV) is software that uses predictive analytics driven by machine learning and artificial intelligence and combines with threat intelligence to detect and prevent malware and fileless non-malware attacks, identify malicious behavior, and respond to new and emerging threats that previously went undetected. For purposes of completing this application, NGAV refers to anti-virus protection that focuses on detecting and preventing malware on each individual endpoint. If your organization has a NGAV solution and you are centrally monitoring and analyzing all endpoint activity, please indicate that you have NGAV & EDR on the application.

> **Common Providers:** BitDefender™; Carbon Black; CrowdStrike Falcon Prevent; SentinelOne; Sophos; Symantec

Offline/Air-gapped backup solution refers to a backup and recovery solution in which one copy of your organization's data is offline (i.e., disconnected) and cannot be accessed. If a file or system of files has no connection to the internet or a LAN, it can't be remotely hacked or corrupted.

Personally Identifiable Information (PII) is information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in Privacy Regulations.



Protected Health Information (PHI) is any health information that can identify an individual. PHI includes demographic identifiers, in medical records, like names, phone numbers, emails, and biometric information like fingerprints, voiceprints, genetic information, and facial images.

Remote Desktop Protocol (RDP) is a proprietary protocol developed by Microsoft which provides a user with a graphical interface to connect to another computer over a network connection. The Microsoft RDP provides remote display and input capabilities over network connections for Windows-based applications running on a server.

Remote Desktop Web (RDWeb), also known as Microsoft Remote Desktop Web Access, is a service that provides remote access to corporate resources through a web portal. Resources may include remote desktop access and other applications published on the portal.

Remote Monitoring and Management (RMM) tools allow IT providers to remotely manage and monitor network environments. RMM tools may include remote access, patch management, and reporting functionalities.

Common Providers: ConnectWise and ManageEngine

Virtual Private Network (VPN) encrypts connections between a remote device and an internal network. VPNs are utilized to allow systems from outside the network to connect to internal resources.

Common Providers: Fortnet, Cisco, and Palo Alto VPN Appliances

APPENDIX

Please provide details for each claim, allegation or incident: Community member's use of County FOIL internet based programming. Claimant is a conspiracy theorist who did not respond to multiple communication requests to discuss concerns thus negating claim for violation of privacy when using the internet programming for FOIL. Denial issued to claimant for failing to respond to legal inquiries.

Additional comments

Records: Is the Applicant compliant with the most recent Payment Card Industry – Data Security Standards (PCI-DSS)?
response: "No"

Comments

- *Marilyn Rivers*: "The County is presently working on crafting a County-wide policy utilizing PCI-DSS standards."

From: Norton, Christine
To: Stark, Monica; Donohue, Daniel
Cc: Elmen, Larry; Burnham, Jessica; Smith, Jennifer; Sherman, Carla; Rivers, Marilyn
Subject: RE: Wire Transfers?
Date: Tuesday, September 30, 2025 11:16:46 AM
Importance: High

Monica/Dan – please coordinate and review/confirm the County's wire-transfer process as described my Carla below, making sure to add/clarify any necessary details.

Also, pls confirm that there is, or is not, a wire transfer policy.

Please make this request a top priority.

Thank you!

CVN

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Tuesday, September 30, 2025 11:03 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: RE: Wire Transfers?

Marilyn,

Yes, the County does send wire transfers. To my knowledge there is no written policy. It's only a few selected payments that we use this function for. The department must request the approval to do so from the Treasurer's office who then works with them to set up the banking information. The payments come through my office in an out of audit batch. I send the batch information to Claudia Mundell who sets up the payment on their banking system then provide the actual batch to Ellen Rose to process the A/P side of it. After the payment is made we run a report as we do for all payments but we also get a notice from Claudia showing the online payment information as well. That gets verified for the amount and is uploaded to the invoice entry in New World. Let me know if you have any other questions for my side of the process.

~Carla

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 10:31 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>

transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

From:	Norton, Christine
To:	Rivers, Marilyn
Cc:	LeClair, Heidi; Paddock, Brooke
Subject:	FW: Cyber Liability Insurance Application
Date:	Tuesday, September 30, 2025 11:48:32 AM

Please see highlighted responses below

From: LeClair, Heidi <leclairh@warrencountyny.gov>
Sent: Tuesday, September 30, 2025 11:24 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Cyber Liability Insurance Application

Please see below for requested information.

Thank you,
Heidi

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 11:07 AM
To: Monica Stark <mailat_monica@yahoo.com>; Donohue, Daniel <donohued@warrencountyny.gov>; LeClair, Heidi <leclairh@warrencountyny.gov>; Paddock, Brooke <paddockb@WarrenCountyNY.gov>
Cc: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Smith, Kimberly <smithk@WarrenCountyNY.gov>; Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Subject: FW: Cyber Liability Insurance Application
Importance: High

Team – please see the following URGENT request from the County Attorney's Office. Can I please ask you to succinctly address, in response to this email, the following questions where your name appears.

Please consider this your #1 priority at the moment. If you have a conflict pls touch base with me so we can manage accordingly.

CVN

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 10:29 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: Cyber Liability Insurance Application
Importance: High

Christine:

I need your assistance.

We are completing the following information regarding the County's cyber liability program. We need the following information ASAP:

1. Current Full Fiscal Year Revenues *(Monica)*
2. Last Completed Fiscal Year Gross Revenues *(Monica)*
3. Who/how does the County currently "collect, store, host, process, control, use or share biometric information ie fingerprints used for the attendance system? *(Heidi/Brooke)* – ***Currently all Time & Attendance is stored on the cloud hosted by NOVAtime – our current vendor.***
4. Do we collect and store employee information – payroll, health, retirement? If no, does the vendor and who is the vendor? *(Heidi/Brooke)* – ***Payroll is stored on a Warren County Server (New World) older records are stored in Treasurers Office vault – Health is handled by Marshall & Sterling (more information could be provided by HR) – Retirement information is accessed through NYSLRS on- line program.***
4. Does the County use credit cards for any of its operations? If yes who is (are) the vendor(If the County uses a vendor for credit card transactions, who manages their "PCI-DSS Compliance")? ***(CVN – yes, we use credit cards in the front office to accept various payments (Prop Tax, Occ Tax, etc). The vendor is GovPayNet, and to my knowledge there has been NO PCI-DSS compliance checks in place. We have a POS devise that folks can use at the front desk for credit card payments. However, I will make sure that the we, as well as the technology solutions I am putting in place for on-line payments (eta: 2026), will be fully PCI-DSS compliant.***
5. We need to obtain a PDF of next years budget that is in play. ***(Monica, pls coordinate w Tammie if necessary)***

Unfortunately, I need this information ASAP.

Thank you for helping.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Welcome! As a policyholder with Tokio Marine HCC – Cyber & Professional Lines Group (CPLG), you are more than insured, you are prepared.

TOKIO MARINE HCC

Cyber & Professional Lines Group

CyberNET®

Your primary contact has been registered for our CyberNET® portal, which provides security training, phishing simulations, and your Cyber Risk Scan report with an assessment of your public-facing cyber security defenses and Dark Web analysis.

To access the site:

1. Simply go to cybernet.tmhcc.com.
2. Enter your email address and you'll immediately receive an email with a one-time link from cybernet@tmhcc.com.
3. Click the link to access the site, download your report, and administer training.

Cyber Security Training and Phishing Simulations

Don't let Ransomware or Business Email Compromise (BEC) damage your business. Teach your staff to avoid common forms of fraud through our free, comprehensive cyber security training and phishing simulations on **CyberNET®**. Monitor your organization's progress as they complete our customizable training modules and phishing campaigns.

Continuous Exposure Scanning

Throughout the policy period we conduct non-intrusive scans to monitor your network for the presence of exposures and notify you of important steps you can take to address them. We also keep you updated on new zero-day vulnerabilities and other breaking cyber threats.

You can mitigate your risk of a cyber incident, by adhering to notices and ensuring you enforce cyber security controls, such as multi-factor authentication, across your entire organization.

Please review all midterm notices and immediately follow the recommended steps to ensure your organization is protected. If you need assistance, our Cyber Threat-Intelligence (CTI) team is ready to aid you, you can contact our team at CPL.CTI@tmhcc.com or by calling 888.627.8995 and pressing 3.

Report an Incident

Our claims team has built strong direct relationships with the top security/privacy vendors and law firms while in the course of handling over 6,000 cyber incidents every year.

If you suspect a breach or cyber incident:

- Contact your agent; and
- Call our Cyber Claims department at 888.627.8995; press 1

We are excited you chose CPLG to be your insurance partner.



TOKIO MARINE HCC

HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

	Each **Claim**	Aggregate
Dependent System Failure Coverage	$3,000,000.00	$3,000,000.00
Cyber Extortion Coverage	$3,000,000.00	$3,000,000.00
Cyber Crime Coverage		
A. Financial Fraud Sublimit	$250,000.00	$250,000.00
B. Telecommunications and Utilities Fraud Sublimit	$250,000.00	$250,000.00
C. Phishing Fraud Sublimits		
1. Your Phishing Fraud Loss Sublimit	$250,000.00	$250,000.00
2. Client Phishing Fraud Loss Sublimit	$250,000.00	$250,000.00
3. Phishing Fraud Aggregate Sublimit (C.1. & C.2. combined)		$250,000.00
Cyber Crime Aggregate Limit (A., B., & C. combined)		$250,000.00
Bricking Loss Coverage	$3,000,000.00	$3,000,000.00
Property Damage Loss Coverage	$50,000.00	$50,000.00
Reward Expenses Coverage	$50,000.00	$50,000.00
Court Attendance Costs Coverage	$25,000.00	$25,000.00

B. Maximum Policy Aggregate Limit: $3,000,000.00

C. Additional Defense Costs Limit: Not Applicable
(Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)

D. Breach Event Costs Outside the Limit Enhancement: INCLUDED

9. **Deductibles, Waiting Periods, Periods of Indemnity and Period of Restoration:**

A. Each Insuring Agreement:

Multimedia Liability Coverage Deductible	$25,000.00 each **Claim**
Security and Privacy Liability Coverage Deductible	$25,000.00 each **Claim**
Privacy Regulatory Defense and Penalties Coverage Deductible	$25,000.00 each **Claim**
PCI DSS Liability Coverage Deductible	$25,000.00 each **Claim**
Bodily Injury Liability Coverage Deductible	$25,000.00 each **Claim**
Property Damage Liability Coverage Deductible	$25,000.00 each **Claim**
TCPA Defense Coverage Deductible	$25,000.00 each **Claim**
Breach Event Costs Coverage Deductible	$25,000.00 each **Claim**
Post Breach Remediation Costs Coverage Deductible	$25,000.00 each **Claim**
BrandGuard® Coverage	
Waiting Period:	2 weeks
Period of Indemnity:	6 months

TOKIO MARINE HCC

HOUSTON CASUALTY COMPANY

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

NETGUARD® PLUS CYBER LIABILITY INSURANCE DECLARATIONS

7. NGP1075-42020 Service of Suit
8. NGP1109-102023 War and Cyber Operation Exclusion
9. NGP1124-82024 RPS Cyber Amendatory

By: _____
Authorized Representative

NetGuard® Plus Cyber Liability Insurance

THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, MEANING COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO THE COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THIS POLICY. THE FIRST PARTY INSURING AGREEMENTS PROVIDE FIRST PARTY COVERAGE ON AN EVENT DISCOVERED AND REPORTED BASIS, UNLESS STATED OTHERWISE IN THIS POLICY. THE LIMITS OF LIABILITY FOR THE THIRD PARTY LIABILITY INSURING AGREEMENTS INCLUDE DEFENSE COSTS. PLEASE REVIEW THIS POLICY CAREFULLY WITH YOUR INSURANCE BROKER OR ADVISOR.

In consideration of the payment of the premium, the undertaking of the **Named Insured** to pay the applicable Deductible(s) herein, and in reliance upon all statements made and information in the **Application**, which is deemed attached hereto and made a part of this Policy, and subject to all terms, conditions, limitations and exclusions of this Policy, the Company agrees with the **Named Insured** as follows:

The Company shall mean the insurance carrier set forth in the Declarations of this Policy.

I. INSURING AGREEMENTS

This Policy applies only to those Insuring Agreements purchased by the **Named Insured**, as shown in the Declarations of this Policy.

(A) THIRD PARTY LIABILITY INSURING AGREEMENTS

(1) Multimedia Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, including liability **Assumed Under Contract**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Claim** for an actual or alleged **Multimedia Wrongful Act**, provided always that: (a) the **Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Multimedia Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(2) Security and Privacy Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Damages**, including liability **Assumed Under Contract**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Claim** for an actual or alleged **Security and Privacy Wrongful Act**, provided always that: (a) the **Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Claim** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Claim** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Security and Privacy Wrongful Act** is committed on or after the Retroactive Date set forth in the Declarations of this Policy.

(3) Privacy Regulatory Defense and Penalties Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay a **Regulatory Compensatory Award** or **Regulatory Fines and Penalties**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay as a result of a **Privacy Regulatory Proceeding** instituted against the **Insured** because of a **Security Breach** or **Privacy Breach**, provided always that: (a) the **Privacy Regulatory Proceeding** is instituted against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Privacy Regulatory Proceeding** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **Privacy Regulatory Proceeding** prior to the Knowledge Date set forth in the Declarations of this Policy; and (d) the **Security Breach** or **Privacy Breach** occurs on or after the Retroactive Date set forth in the Declarations of this Policy.

(4) PCI DSS Liability Coverage

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **PCI DSS Fines and Assessments**, and related **Defense Costs**, that an **Insured** becomes legally obligated to pay because of a **PCI DSS Demand** resulting from a **Security Breach** or **Privacy Breach**, provided always that: (a) the **PCI DSS Demand** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **PCI DSS Demand** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; (c) no **Executive** had knowledge of any circumstance, dispute, situation or incident giving rise to the **PCI**

(4) **System Failure Coverage**

(a) **Data Recovery**

(i) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Digital Assets Loss** and **Special Expenses** that **You** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **Digital Assets** resulting from a **System Failure**, provided always that: (a) the **System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Digital Assets Loss** and **Special Expenses** directly result from the **System Failure**.

(ii) The Company shall pay **Digital Assets Loss** and **Special Expenses** for up to twelve (12) months following an **Executive's** discovery of the **System Failure**, unless specified otherwise by endorsement to this Policy.

(b) **Non-Physical Business Interruption**

Subject to the applicable **Waiting Period** and Limit of Liability, the Company shall pay **Income Loss**, **Interruption Expenses** and **Special Expenses** that **You** incur during the **Period of Restoration** because of a **System Failure**, provided always that: (a) the **System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Income Loss**, **Interruption Expenses** and **Special Expenses** directly result from the **System Failure**.

(5) **Dependent System Failure Coverage**

(a) **Data Recovery**

(i) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Digital Assets Loss** that **You** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **Digital Assets** resulting from a **Dependent System Failure**, provided always that: (a) the **Dependent System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Dependent System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Digital Assets Loss** directly results from the **Dependent System Failure**.

(ii) The Company shall pay **Digital Assets Loss** for up to twelve (12) months following an **Executive's** discovery of the **Dependent System Failure**, unless specified otherwise by endorsement to this Policy.

(b) **Non-Physical Business Interruption**

Subject to the applicable **Waiting Period** and Limit of Liability, the Company shall pay **Dependent Business Interruption Loss** that **You** incur during the **Period of Indemnity** because of an actual interruption or suspension of **Your** business directly caused by a **Dependent System Failure**, provided always that: (a) the **Dependent System Failure** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Dependent System Failure** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy; and (c) **You** provide clear evidence that the **Dependent Business Interruption Loss** directly results from the **Dependent System Failure**.

(6) **Cyber Extortion Coverage**

(a) Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Cyber Extortion Expenses** and **Cyber Extortion Monies** that **You** pay as a direct result of a **Cyber Extortion Threat**, provided always that: (a) the **Cyber Extortion Threat** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; and (b) the **Cyber Extortion Threat** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy.

(b) The Company shall not be obligated to pay **Cyber Extortion Expenses** or **Cyber Extortion Monies** for which the Company has not given **Approval**. Every **Insured** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or equivalent foreign agency before surrendering any **Cyber Extortion Monies** in response to a **Cyber Extortion Threat**.

(7) **Cyber Crime Coverage**

(a) **Financial Fraud**

Subject to the applicable Deductible and Limit of Liability, the Company shall pay **Financial Fraud Loss** that **You** sustain because of **Financial Fraud**, provided always that: (a) the **Financial Fraud** is first discovered by an **Executive** during the **Policy Period** or any Extended Reporting Period, if applicable; (b) the **Financial Fraud** is reported to the Company in writing pursuant to Section **XIV.(A)** of this Policy;

foreign jurisdiction where the Company is not permitted to defend such **Claim**, then the obligation to defend shall reside solely with an **Insured**, and the Company shall reimburse **Defense Costs** incurred by an **Insured**. A reasonable and good faith defense by an **Insured** shall be a condition precedent to such reimbursement.

(2) The Company's payment of **Defense Costs** or any other amounts reduces, and may completely exhaust, the Limit of Liability available to pay **Damages**, where applicable, under this Policy.

(3) The Company's duty to defend any **Claim**, or pay any **Damages**, **Defense Costs** or other amounts, shall cease upon exhaustion of the applicable Limit Per Insuring Agreement or the Maximum Policy Aggregate Limit, whichever is first. Upon exhaustion of the applicable Limit of Liability, the Company will have the right to withdraw from the defense of a **Claim** by tendering control to the **Named Insured**.

(B) Consent to Settlement Provisions as to Sections I.(A)(1) through I.(A)(6)

(1) No **Insured** shall pay any **Damages**, **Defense Costs**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, or settle or offer to settle any **Claim**, assume any contractual obligation, admit liability, make any payment, or confess or otherwise consent to any judgment without **Approval**. The Company shall not be liable for any **Damages**, **Defense Costs**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties**, **PCI DSS Fines and Assessments**, settlement, judgment, assumed obligation, admitted liability or payment to which the Company has not given **Approval**.

(2) The Company will not settle any **Claim** or pay any **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments** without an **Insured's** consent.

(3) If an **Insured** refuses to consent to any settlement or compromise recommended by the Company that is acceptable to the claimant, and such **Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, the Company's liability for such **Claim** shall not exceed:

(a) the amount for which the **Claim** could have been settled, less the remaining Deductible, plus **Defense Costs** incurred up to the date such **Insured** withheld consent to such settlement, plus

(b) seventy percent (70%) of any **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, whichever applies, incurred after the date such **Insured** withheld consent to such settlement or compromise, subject always to all other terms and conditions of this Policy, including, but not limited to, the applicable Deductible and the Limit of Liability.

(c) the remaining thirty percent (30%) of **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments** referenced in paragraph (b) above shall be the sole responsibility of such **Insured**.

(4) Section II.(B)(3) above will not apply to any settlement where the total incurred **Defense Costs** and **Damages**, **Regulatory Compensatory Award**, **Regulatory Fines and Penalties** or **PCI DSS Fines and Assessments**, whichever applies, do not exceed the applicable Deductible.

(C) Choice of Counsel (Applicable to All Insuring Agreements)

(1) The Company may consider an **Insured's** choice of counsel to defend any **Claim**, or to advise and consult on the appropriate course of action with respect to any **First Party Insured Event**, but the final decision on selection of counsel rests with the Company. No **Insured** shall appoint counsel without **Approval**.

(2) The Company will have no obligation to pay **Defense Costs**, **Initial Breach Consultation Costs** or any other legal expenses incurred by an **Insured** before the notice of **Claim** is received by the Company, or without **Approval**.

(D) Investigation (Applicable to All Insuring Agreements)

The Company has the right to make any investigation it deems necessary including, without limitation, any investigation with respect to the **Application**, statements made in the **Application** or coverage.

III. LIMITS OF LIABILITY

(A) Limits Per Insuring Agreement

The Limits Per Insuring Agreement set forth in the Declarations of this Policy are the maximum the Company shall pay under each Insuring Agreement of this Policy for each **Claim**, and in the aggregate for all **Claims**, first made during the **Policy Period** and any Extended Reporting Period, if applicable, including **Defense Costs** where applicable, regardless of the number of **Claims**, claimants or **Insureds**. If any Limit Per Insuring Agreement is exhausted, the Company's obligations under that Insuring Agreement shall cease.

IV. DEDUCTIBLE AND WAITING PERIOD

(A) Deductible Per Insuring Agreement

(1) The Deductible amount for each Insuring Agreement, as set forth in the Declarations of this Policy, applies separately to each **Claim**. The Limit of Liability shall not be reduced by the amount of any Deductible.

(2) If more than one Insuring Agreement applies to a **Claim**, only the single highest Deductible will apply to such **Claim**.

(3) An **Insured's** payment of the applicable Deductible is a condition precedent to payment by the Company of any amounts under this Policy, and the Company shall only be liable for the amount that exceeds the Deductible, up to the applicable Limit of Liability set forth in the Declarations of this Policy.

(4) An **Insured** must make direct payments within the Deductible to the appropriate parties designated by the Company.

(B) Aggregate Deductible

Notwithstanding Section IV.(A) above, an **Insured's** obligation to pay the applicable Deductible shall not exceed the Aggregate Deductible, if any, shown in the Declarations of this Policy, regardless of the number of **Claims**, claimants, **Insureds** or applicable Insuring Agreements.

(C) Waiting Period

The **Waiting Periods** set forth in the Declarations of this Policy apply solely to Section I.(B)(3) BrandGuard Coverage; Section I.(B)(4)(b) System Failure Coverage: Non-Physical Business Interruption; and Section I.(B)(5)(b) Dependent System Failure Coverage: Non-Physical Business Interruption. The **Waiting Period** applies to each **Period of Restoration** and **Period of Indemnity**.

V. TERRITORIAL LIMITS

(A) Except when Section **V.(B)** below applies, this Policy applies to **Claims** brought or maintained, **Wrongful Acts** committed and **First Party Insured Events** taking place anywhere in the world. Any provision in this Policy pertaining to coverage for **Claims** brought or maintained, **Wrongful Acts** committed or **First Party Insured Events** taking place anywhere outside the United States of America, its territories and possessions shall apply only where legally permissible.

(B) The Property Damage Loss Coverage applies only to **Covered Property** and **Operations** at an **Insured Location**.

VI. DEFINITIONS

As used in this Policy:

(1) **"Acquiring Bank"** means a bank or financial institution that accepts credit or debit card payments, including stored value cards and pre-paid cards, for goods or services on behalf of a merchant, including processing and crediting those payments to a merchant's account.

(2) **"Act of Cyber Terrorism"** means the premeditated use of disruptive activities, or an explicit threat to use disruptive activities, against a computer, **Computer System** or network by a person or group to further social, ideological, religious, political or similar objectives.

(3) **"Actual Cash Value"** means the amount it would cost to replace the damaged or destroyed **Covered Property** on the date of loss with property of like kind and quality, with proper deduction for obsolescence and physical depreciation.

(4) **"Adverse Media Report"** means a report or communication of an actual or potential **Security Breach** or **Privacy Breach** which (a) has been publicized through any media channel, including, but not limited to, television, **Print Media**, radio, electronic networks, the internet or electronic mail, and (b) threatens material damage to **Your Reputation** or **Your** brand.

(5) **"Application"** means all applications and supplemental applications, including any attachments thereto, and all other information and materials submitted to the Company by, or on behalf of, the **Named Insured** relating to the underwriting of this Policy, or any other policy or policies of which this Policy is a direct renewal or replacement. All such applications, attachments, information and materials are considered attached to and incorporated into this Policy.

(6) **"Approval"** means the advance written agreement or consent by the Company, which will not be unreasonably withheld.

(7) **"Assumed Under Contract"** means liability for **Damages** resulting from a **Multimedia Wrongful Act**, **Security Breach** or **Privacy Breach**, where such liability has been assumed by an **Insured** in the form of a written hold harmless or indemnity agreement, but only if such agreement was executed before the **Multimedia Wrongful Act**, **Security Breach** or **Privacy Breach** occurred.

(h) with respect to Post Breach Remediation Costs Coverage only, a written request by an **Executive** to the Company for indemnification of **Post Breach Remediation Costs**;

(i) with respect to BrandGuard Coverage only, written notice from an **Executive** to the Company of a **Security Breach** or **Privacy Breach**;

(j) with respect to System Failure Coverage only, written notice from an **Executive** to the Company of a **System Failure**;

(k) with respect to Dependent System Failure Coverage only, written notice from an **Executive** to the Company of a **Dependent System Failure**;

(l) with respect to Cyber Extortion Coverage only, written notice from an **Executive** to the Company of a **Cyber Extortion Threat**;

(m) with respect to Cyber Crime Coverage: Financial Fraud only, written notice from an **Executive** to the Company of **Financial Fraud**;

(n) with respect to Cyber Crime Coverage: Telecommunications and Utilities Fraud only, written notice from an **Executive** to the Company of **Telecommunications Fraud** or **Utilities Fraud**;

(o) with respect to Cyber Crime Coverage: Phishing Fraud only, written notice from an **Executive** to the Company of **Phishing Fraud** or **Client Phishing Fraud**;

(p) with respect to Bricking Loss Coverage only, written notice from an **Executive** to the Company of a **Bricking Event**;

(q) with respect to Property Damage Loss Coverage only, written notice from an **Executive** to the Company of an **Occurrence**;

(r) with respect to Reward Expenses Coverage only, a written request by an **Executive** to the Company for indemnification of **Reward Expenses**; and

(s) with respect to Court Attendance Costs Coverage only, a written request by an **Executive** to the Company for indemnification of **Court Attendance Costs**.

A **Claim** under Multimedia Liability Coverage or Security and Privacy Liability Coverage shall not include a **Privacy Regulatory Proceeding**, **PCI DSS Demand** or **TCPA Claim**.

A **Claim** under any Third Party Liability Insuring Agreement of this Policy will be deemed to have been first made against an **Insured** when any **Insured** first receives written notice of such **Claim**.

A **Claim** under any First Party Insuring Agreement of this Policy will be deemed to have been first made when the Company first receives written notice of such **Claim**.

(19) **"Client Account"** means a bank account held or maintained by **Your** client or **Your** customer, from which **You**, as an authorized user, may deposit, withdraw, transfer or disburse **Money**.

(20) **"Client Phishing Fraud"** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce **Your** client, customer or vendor to transfer, pay or deliver **Money**, **Securities** or **Other Property** to an unintended party by impersonating an **Insured**.

(21) **"Client Phishing Fraud Loss"** means:

(a) **Your** loss of **Money**, **Securities** or **Other Property** which **Your** client, customer or vendor intended to transfer, pay or deliver to **You**, but which was transferred, paid or delivered to an unintended party due to **Client Phishing Fraud**; and

(b) the cost of reimbursing **Your** client, customer or vendor for their direct loss of **Money**, **Securities** or **Other Property** due to **Client Phishing Fraud**, provided such reimbursement is made by **You** with **Approval**.

(22) **"Cloud Provider"** means any **Third Party** that provides computing resources to **You** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.

(23) **"Computer System"** means an interconnected electronic, wireless, web or similar system, including all computer hardware and software, used to process and store **Data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **Data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent they hold **Data**) and electronic backup equipment.

(24) **"Court Attendance Costs"** means the actual loss of earnings and reasonable costs and expenses incurred by an **Insured** after a total of three (3) days of required attendance at mediation, arbitration proceedings, hearings, depositions and trials relating to the defense of a **Claim** under any Third Party Liability Insuring Agreement of this Policy.

(31) **"Data"** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information or other electronic information, irrespective of the way it is used and rendered.

(32) **"Defense Costs"** means reasonable and necessary fees incurred with **Approval** and charged by an attorney(s) designated by the Company to defend a **Claim**; and all other reasonable and necessary fees, costs and expenses resulting from the defense and appeal of a **Claim**, if incurred by the Company or by an **Insured** with **Approval**. **"Defense Costs"** does not include any wages or salaries of an **Insured**, or fees, overhead or other charges incurred by or paid to any **Insured** for any time spent in cooperating in the investigation or defense of a **Claim** or a potential **Claim**.

(33) **"Denial of Service Attack"** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of **Data** to such **Computer System** to prevent access to such **Computer System**.

(34) **"Dependent Business Interruption Loss"** means **Income Loss** and **Extra Expenses** that **You** incur during the **Period of Indemnity** as a direct result of a **Dependent System Failure**.

(35) **"Dependent System Failure"** means an unplanned outage, interruption, failure, suspension or degradation of service of a **Service Provider Computer System** caused directly by:

(a) unauthorized access to, or unauthorized use of, a **Service Provider Computer System**, including any such unauthorized access or unauthorized use resulting from the theft of a password;

(b) a **Denial of Service Attack** against a **Service Provider Computer System**;

(c) infection of a **Service Provider Computer System** by malicious code;

(d) an **Act of Cyber Terrorism**;

(e) accidental damage to, or destruction of, electronic media or computer hardware; or

(f) administrative or operational mistakes by an **Outsourced IT Service Provider** in the ongoing operation or maintenance of its **Service Provider Computer System**.

(36) **"Digital Assets"** means:

(a) with respect to System Failure Coverage: Data Recovery only, **Data** and computer programs that exist in an **Insured Computer System**; and

(b) with respect to Dependent System Failure Coverage: Data Recovery only, **Data** owned by or entrusted to **You** that is being held, stored, maintained, transferred or processed by an **Outsourced IT Service Provider** on **Your** behalf.

"Digital Assets" does not include computer hardware.

(37) **"Digital Assets Loss"** means reasonable and necessary expenses and costs that **You** incur to replace, recreate or restore **Digital Assets** to the same state and with the same contents immediately before the **Digital Assets** were damaged, destroyed, altered, misused or stolen, including research costs incurred in recreating **Digital Assets**, expenses for materials and machine time, and amounts representing **Employee** work time to replace, recreate or restore **Digital Assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **Your** schedule of **Employee** billable hours. **Digital Assets Loss** will be determined in accordance with Section **XV.(B)** of this Policy.

(38) **"Employee"** means any individual whose labor or service is engaged by and directed by **You**, including volunteers, interns, and part-time, seasonal, temporary or leased workers. **"Employee"** does not include any **Executive** or independent contractor.

(39) **"Escrow Account"** means a bank account held or maintained by **You** on behalf of **Your** client or customer.

(40) **"Executive"** means any director or officer of the **Named Insured** or **Subsidiary**, including any chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager, or any person in a functionally equivalent position.

(41) **"Extra Expenses"** means reasonable and necessary expenses that **You** incur during the **Period of Indemnity** to minimize, reduce or avoid the suspension of **Your** business operations as a result of a **Dependent System Failure**, which **You** would not have incurred in the absence of such **Dependent System Failure**. The amount of **Extra Expenses** recoverable shall not exceed the amount by which the covered **Income Loss** is reduced by such incurred expenses.

(42) **"Financial Account"** means **Your Account**, any **Client Account** and any **Escrow Account**.

(43) **"Financial Fraud"** means:

(a) an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse **Money** or **Securities** from a **Financial**

regarding the appropriate response to an actual or suspected **Privacy Breach** or **Security Breach**. **Initial Breach Consultation Costs** will not be subject to a Deductible if **You** retain counsel pre-approved by the Company.

(50) **"Insured"** means:

(a) the **Named Insured**;

(b) any **Subsidiary** of the **Named Insured**, but only with respect to **Wrongful Acts** or **First Party Insured Events** that occur while a **Subsidiary** is under the **Named Insured's Managerial Control**;

(c) any past, present or future **Executive**, trustee, court-appointed receiver or **Employee** of the **Named Insured** or **Subsidiary**, but only while acting solely within the scope of his or her duties as such;

(d) if the **Named Insured** or **Subsidiary** is a partnership, limited liability partnership or limited liability company, any general or managing partner, principal, stockholder or owner thereof, but only while acting solely within the scope of his or her duties as such;

(e) any agent or independent contractor of the **Named Insured** or **Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured** or **Subsidiary**; and

(f) any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Policy, but only for the acts of a party described in paragraphs (a) through (e) above, and only if the written contract is executed prior to the date any **Wrongful Act** or **First Party Insured Event** occurs.

(51) **"Insured Computer System"** means:

(a) a **Computer System** that is owned and operated by **You**, or that is leased to **You** and operated by **You**; and any **Insured Telecommunications System**;

(b) in addition to paragraph (a) above, with respect to Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage, PCI DSS Liability Coverage, Breach Event Costs Coverage and Cyber Extortion Coverage only, **Insured Computer System** also includes a **Computer System** operated by a **BPO Service Provider** or an **Outsourced IT Service Provider**, which is used to provide services to **You**, or for processing, maintaining, hosting or storing **Data** for **You**, pursuant to a written contract with **You** to provide such services; and

(c) in addition to paragraph (a) above, with respect to Bodily Injury Liability Coverage and Property Damage Liability Coverage only, **Insured Computer System** also includes **Business Equipment**, but only while owned and operated by **You**.

(52) **"Insured Location"** means, and is limited to, **Your** business premises, including the **Named Insured's** address stated in the Declarations of this Policy; any premises added by endorsement to this Policy; and any site at which operations are performed by **You** or by an **Insured** on **Your** behalf.

(53) **"Insured Telecommunications System"** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **You** and under **Your** direct operational control.

(54) **"Interruption Expenses"** means reasonable and necessary expenses, excluding **Special Expenses**, incurred by **You** to avoid or minimize the suspension of **Your** business as a result of a **System Failure**, which **You** would not have incurred in the absence of such **System Failure**, including, but not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, use of **Third Party** services or additional staff expenditures or labor costs. The amount of **Interruption Expenses** recoverable shall not exceed the amount by which the covered **Income Loss** is reduced by such incurred expenses.

(55) **"Managerial Control"** means:

(a) ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(b) having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(c) possessing at least fifty percent (50%) ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;

(d) being the exclusive sponsor, if the entity is a charitable trust or foundation; or

(b) a request for information received by an **Insured** from an **Acquiring Bank**, **Card Association** or payment card processor regarding a suspected **Security Breach** or **Privacy Breach**.

(69) **"PCI DSS Fines and Assessments"** means monetary fines, penalties or assessments, including fraud recoveries, card reissuance costs, operational expenses, mandatory audit costs and compliance case costs, which an **Insured** is legally obligated to pay under the terms of a **Merchant Services Agreement**, but only where such monetary fines, penalties or assessments result from a **Security Breach** or **Privacy Breach**.

(70) **"Period of Indemnity"** means:

(a) with respect to BrandGuard Coverage only, the period beginning on the earlier of the date of **Notification** or the first **Adverse Media Report**, and ending on the earlier of:

i. the date that gross revenues are restored to the level they had been prior to **Notification** or the first **Adverse Media Report**, whichever applies; or

ii. the last day of the period set forth in the Declarations of this Policy as the **Period of Indemnity** for BrandGuard Coverage;

(b) with respect to Dependent System Failure Coverage only, the period beginning on the date when an **Executive** first discovers the **Dependent System Failure**, and ending on the earlier of:

i. the date that gross revenues are restored to the level they had been prior to the **Dependent System Failure**; or

ii. the last day of the period set forth in the Declarations of this Policy as the **Period of Indemnity** for Dependent System Failure Coverage.

The **Period of Indemnity** shall not be affected by the expiration of the **Policy Period**.

(71) **"Period of Restoration"** means the period beginning on the date when the **System Failure** began and ending on the earlier of:

(a) the date when an **Insured Computer System** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **System Failure**, plus a maximum of thirty (30) additional consecutive days after the restoration of an **Insured Computer System** to allow for restoration of **Your** business; or

(b) the last day of the period set forth in the Declarations of this Policy as the **Period of Restoration** for System Failure Coverage.

The **Period of Restoration** shall not be affected by the expiration of the **Policy Period**.

(72) **"Personally Identifiable Information"** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **Privacy Regulations**.

(73) **"Phishing Attack"** means the use by a **Third Party** of fraudulent and intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **You**, **Your** brand, **Your** services or **Products** to solicit **Private Information** from an **Executive** or **Employee**.

(74) **"Phishing Fraud"** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce an **Insured** to:

(a) transfer or deliver **Other Property** to an unintended party by impersonating another **Insured** or **Your** client, **Your** customer or **Your** vendor; or

(b) transfer or disburse **Money** or **Securities** from a **Financial Account** to an unintended party by impersonating another **Insured** or **Your** client, **Your** customer or **Your** vendor.

(75) **"Policy Period"** means the period from the Effective Date of this Policy to its Expiration Date, as set forth in the Declarations of this Policy, or this Policy's earlier termination date, if any. **"Policy Period"** specifically excludes the period following expiration referenced in Section **XIV.(A)** and any Extended Reporting Period.

(76) **"Post Breach Remediation Costs"** means reasonable and necessary costs that **You** incur after a **Security Breach** or **Privacy Breach** to which the Breach Event Costs Coverage of this Policy applies, to mitigate the potential of a future **Security Breach** or **Privacy Breach**, including, but not limited to, costs to complete an information security risk assessment, conduct an information security gap analysis, develop an information security document set, deliver an information security awareness training session to **Employees** and **Executives**, and hire a company specializing in **Data**

(e) privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;

(f) the Children's Online Privacy Protection Act or similar laws;

(g) the EU General Data Protection Regulation or other similar privacy and security statutes, rules, regulations or other laws worldwide;

(h) the California Consumer Privacy Act and any rules or regulations promulgated thereunder; and

(i) the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

(81) **"Privacy Regulatory Proceeding"** means a civil or administrative proceeding, regulatory action, request for information or investigation instituted against an **Insured** by a **Regulatory Authority** because of a **Security Breach** or **Privacy Breach**. **"Privacy Regulatory Proceeding"** does not include a **PCI DSS Demand** or **TCPA Claim**.

(82) **"Private Information"** means proprietary or confidential information owned by a **Third Party** that is in the care, custody or control of an **Insured**, or is used by an **Insured** with the consent of such **Third Party**, and **Personally Identifiable Information**.

(83) **"Products"** means any tangible goods or devices that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by **You**, by others trading under **Your** name, or by a person or organization whose business or assets have been acquired by **You**; and containers, materials, parts or equipment furnished in connection with such goods or devices.

(84) **"Programming Error"** means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **Computer System**.

(85) **"Property Damage"** means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property. **"Property Damage"** does not include the loss of use of **Your** computer hardware or electronic equipment which is caused by a **Bricking Event**.

(86) **"Property Damage Claim"** means any of the following alleging a **Property Damage Wrongful Act**:

(a) a written demand for **Damages** or non-monetary relief made against an **Insured** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**;

(b) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**; or

(c) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **Damages** for **Property Damage** caused by a **Security Breach** or **Privacy Breach**.

(87) **"Property Damage Wrongful Act"** means an **Insured's** actual or alleged failure to prevent or avoid **Property Damage** caused by a **Security Breach** or **Privacy Breach**.

(88) **"Public Relations Expenses"** means expenses that **You** incur to retain or hire a **Third Party** public relations consultant or public relations firm to protect or restore **Your Reputation**, which is damaged or reasonably could be damaged by an **Adverse Media Report**.

(89) **"Regulatory Authority"** means a federal, state, local or foreign governmental agency or regulatory authority responsible for investigating and enforcing **Privacy Regulations**, including an authorized Data Protection Authority under the EU General Data Protection Regulation.

(90) **"Regulatory Compensatory Award"** means a sum of **Money** which an **Insured** is legally obligated to pay as a **Regulatory Authority's** award or fund for parties affected by a **Privacy Breach**, due to an adverse judgment or settlement arising out of a **Privacy Regulatory Proceeding**, including consumer redress funds. **"Regulatory Compensatory Award"** does not include any criminal fines or penalties of any nature whatsoever.

(91) **"Regulatory Fines and Penalties"** means civil fines or penalties imposed by a **Regulatory Authority** against an **Insured** as a result of a **Privacy Regulatory Proceeding**. **"Regulatory Fines and Penalties"** does not include any amounts deemed uninsurable under the law pursuant to which this Policy is construed, criminal fines or penalties of any nature or **PCI DSS Fines and Assessments**.

(c) the acquisition of the **Named Insured** by another entity, whereby the entity obtains **Managerial Control** of the **Named Insured**;

(d) the **Named Insured** is dissolved, or sold to, acquired by, merged into or consolidated with another entity, such that the **Named Insured** is not the surviving entity; or

(e) the **Named Insured** ceases to do business for any reason.

(101) **"TCPA Claim"** means:

(a) a written demand made against an **Insured** for **Money** or non-monetary relief alleging a **TCPA Violation**;

(b) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **TCPA Violation** and seeking **Money**, a temporary restraining order, or a preliminary or permanent injunction; or

(c) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for a **TCPA Violation**.

(102) **"TCPA Violation"** means any of the following, but only if actually or allegedly committed by an **Insured**:

(a) any unsolicited telephone calls, emails, faxes or other communications to **Your** actual or prospective customers or other **Third Parties**;

(b) a violation of the Telephone Consumer Protection Act (47 U.S.C.§227), as amended, or any regulations promulgated thereunder;

(c) a violation of the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), as amended, or any regulations promulgated thereunder;

(d) a violation of the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), as amended, or any regulations promulgated thereunder; or

(e) a violation of any similar federal, state, local or foreign law, whether statutory, regulatory or common law, including any anti-spam law or other law that addresses, prohibits or limits the use of telephonic or electronic communications for solicitation purposes.

(103) **"Telecommunications Fraud"** means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of an **Insured Telecommunications System**.

(104) **"Telecommunications Fraud Loss"** means the charges that **You** incur for unauthorized calls directly resulting from **Telecommunications Fraud**.

(105) **"Third Party"** means any entity, company, organization or person who does not qualify as an **Insured** under this Policy.

(106) **"Unauthorized Trading"** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.

(107) **"Utilities Fraud"** means the intentional, unauthorized and fraudulent use of or access to an **Insured Computer System** as a direct result of a **Hacking Attack**, including **Cryptojacking**, which results in the fraudulent use of electricity, water, natural gas, oil, internet access, mobile **Data**, cable or satellite services, sewage, **Cloud Provider** services or other utilities, services or resources.

(108) **"Utilities Fraud Loss"** means the overage charges or increased expenses that **You** incur as a direct result of **Utilities Fraud**, provided that (a) such overage charges or increased expenses are charged to **You** in a periodic billing statement by the provider of the utility, service or resource, pursuant to a written contract or agreement executed between **You** and such provider before the **Utilities Fraud** occurred; and (b) such overage charges or increased expenses are not charged at a flat fee which does not scale with the rate of use of the utility, service or resource. In determining the amount of **Utilities Fraud Loss** payable, due consideration will be given to **Your** prior utility expenses and the probable utility expenses **You** would have incurred had no **Utilities Fraud** occurred.

(109) **"Vicariously Liable"** means **Your** legal responsibility for the liability of others, including legal responsibility **You** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Policy to any **Third Party**, other than as provided in this Definition.

(110) **"Voluntary Shutdown"** means an intentional and discretionary total or partial shutdown of an **Insured Computer System** based upon an **Executive's** reasonable belief that such total or partial shutdown is necessary to mitigate, minimize or avoid the economic impact of a **Hacking Attack** on **Your** business.

(111) **"Waiting Period"** means the amount of time, as set forth in the Declarations of this Policy, that must elapse before any loss or expenses may be payable under BrandGuard Coverage, System Failure Coverage: Non-Physical Business

(1) electrical or mechanical failures or interruption, including electrical disturbance, spike, brownout or blackout;

(2) any regional, countrywide or global outage, failure, disruption or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure; or

(3) the cessation of **Your** business activities due to a shutdown by order of any public authority for whatever reason.

(E) based upon, arising from or in any way involving the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, **Products** or services.

(F) based upon, arising from or in any way involving the violation of any economic or trade sanctions by the United States government, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC). However, this Exclusion does not apply to a **Security Breach** originating from any country where the United States of America has imposed economic or trade sanctions.

(G) based upon, arising from or in any way involving any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise. However, this Exclusion does not apply to:

(1) any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise;

(2) an actual or alleged breach of **Your Privacy Policy**;

(3) an actual or alleged breach of an express, implied, actual or constructive contract, warranty, guarantee or promise to protect **Private Information**;

(4) a **Claim** under Security and Privacy Liability Coverage for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **Private Information**; or

(5) a **Claim** under PCI DSS Liability Coverage for an unintentional breach of the provisions of a **Merchant Services Agreement** relating to compliance with the **PCI DSS Standard**.

(H) based upon, arising from or in any way involving any liability assumed by any **Insured** under a contract or agreement. However, this Exclusion does not apply to:

(1) any liability an **Insured** would have had in the absence of such contract or agreement;

(2) a **Claim** under Multimedia Liability Coverage or Security and Privacy Liability Coverage for liability **Assumed Under Contract**; or

(3) a **Claim** under PCI DSS Liability Coverage for liability for **PCI DSS Fines and Assessments** assumed by **You** under a **Merchant Services Agreement**.

(I) based upon, arising from or in any way involving:

(1) any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, asbestos, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste ("waste" includes materials to be recycled, reconditioned or reclaimed), whether or not such presence results from an **Insured's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or

(2) any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants or contamination of any kind.

However, this Exclusion does not apply to a **Bodily Injury Claim** or **Property Damage Claim**.

(J) based upon, arising from or in any way involving **Income Loss** caused by or resulting from **Unauthorized Trading**.

(K) based upon, arising from or in any way involving:

(1) the actual or alleged purchase or sale of **Securities**;

(2) the actual or alleged loss of value of any **Securities**;

(3) the offer of, or solicitation of an offer, to purchase or sell **Securities**; or

(4) the violation of any **Securities** law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934 or the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any similar federal, state, local or foreign law, including "Blue Sky" laws, whether such law is statutory, regulatory or common law.

However, Exclusion **(K)**(4) does not apply to a **Privacy Regulatory Proceeding** or a **Claim** under Security and Privacy Liability Coverage alleging violation of SEC Regulation S-P (17 C.F.R. §248) or similar rules or regulations promulgated under **Securities** laws concerning the security, access or use of a customer's **Private Information** which was obtained in the course of a **Securities** transaction.

(L) based upon, arising from or in any way involving the actual or alleged government enforcement of any federal, state, local or foreign regulation, including, but not limited to, regulations promulgated by the United States Federal Trade

foregoing statutes, or any similar federal, state, local or foreign law, whether such law is statutory, regulatory or common law, including any anti-spam law or other law concerning the use of telephonic or electronic communications for solicitation purposes, or any allegations of invasion or violation of any rights to privacy derived therefrom. However, this Exclusion does not apply to a **TCPA Claim**.

VIII. EXCLUSIONS AS TO ALL FIRST PARTY INSURING AGREEMENTS

In addition to the Exclusions under Section **VII.**, the Company will not be liable under any First Party Insuring Agreement of this Policy for:

(A) any liability to any **Third Party** for whatever reason, including contractual penalties, **Damages** or legal costs and expenses of any type.

(B) sanctions, fines or penalties imposed by law.

(C) any **Claim** based upon, arising from or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure or any other physical event, however caused. However, this Exclusion does not apply to an **Occurrence**.

(D) business interruption loss or costs or expenses resulting from lost productivity, including the throttling or capping of bandwidth by an internet or mobile **Data** service provider due to **Utilities Fraud**.

IX. EXCLUSIONS AS TO BODILY INJURY LIABILITY COVERAGE AND PROPERTY DAMAGE LIABILITY COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable for any **Bodily Injury Claim** or **Property Damage Claim** based upon, arising from or in any way involving actual or alleged warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Products**, or the providing of, or failure to provide, warnings or instructions for **Products**.

X. EXCLUSIONS AS TO BRANDGUARD COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under BrandGuard Coverage for:

(A) any loss, cost, liability or expense that **You** incur to protect, restore or re-establish **Your Reputation**, including **Public Relations Expenses**.

(B) any loss, cost, liability or expense that is insured by any other insurance, except excess insurance.

(C) any loss, cost, liability or expense incurred because of an **Adverse Media Report** that also affects or refers in similar terms to a general security issue, an industry or **Your** specific competitors without any specific allegations regarding a **Security Breach** or **Privacy Breach** committed by an **Insured**, or by others acting on **Your** behalf, for whom **You** are legally responsible, including **BPO Service Providers** or **Outsourced IT Service Providers**.

(D) any amounts paid or payable under Breach Event Costs Coverage.

XI. EXCLUSIONS AS TO SYSTEM FAILURE COVERAGE AND DEPENDENT SYSTEM FAILURE COVERAGE

In addition to the Exclusions under Section **VII.**, the Company will not be liable under System Failure Coverage or Dependent System Failure Coverage for:

(A) the cost of restoring, updating or replacing **Digital Assets** to a level beyond that which existed prior to the **System Failure** or **Dependent System Failure**.

(B) physical damage to, or the costs to repair or replace, any computer hardware or **Data** center.

(C) the economic or market value of **Digital Assets**.

(D) the costs or expenses incurred to identify, patch or remediate software **Programming Errors** or **Computer System** vulnerabilities.

(E) the cost to upgrade, improve, repair, redesign, reconfigure or maintain an **Insured Computer System** to a level of functionality beyond that which existed prior to the **System Failure**.

(F) the cost of restoring, replacing or repairing any electronic media.

(G) the cost to upgrade, improve, repair, redesign, reconfigure or maintain a **Service Provider Computer System**.

(H) loss of goodwill or harm to **Your Reputation**.

(B) Notice Provisions as to BrandGuard Coverage

An **Executive** must provide written notice to the Company, through the persons named in the Declarations of this Policy, of any **Claim** during the **Period of Indemnity**.

(C) Notice Provisions as to Property Damage Loss Coverage

An **Executive** must provide immediate written notice to the Company, through the persons named in the Declarations of this Policy, of any **Occurrence**.

(D) Notice of Potential Claim

If, during the **Policy Period**, an **Executive** becomes aware of any incident, act, fact or circumstance that could reasonably be a basis for a **Claim** under any Third Party Liability Insuring Agreement of this Policy, and if the **Executive** gives written notice to the Company during the **Policy Period** that describes:

(1) the specific details of the incident, act, fact or circumstance that could reasonably be the basis for the **Claim**;

(2) the possible **Damages**, **Regulatory Fines and Penalties** or other amounts to which this Policy applies that may result or has resulted from the incident, act, fact or circumstance; and

(3) the details regarding how the **Executive** first became aware of the incident, act, fact or circumstance,

then any **Claim** arising out of such reported incident, act, fact or circumstance will be considered to be a **Claim** first made on the date when the Company first received written notice complying with the above requirements.

XV. LOSS DETERMINATION

(A) Brand Loss

(1) The **Brand Loss** payable under BrandGuard Coverage will be calculated by taking into account:

(a) the prior experience of **Your** business preceding the date of the **Adverse Media Report** or **Notification**, whichever applies, and **Your** likely net profit had no **Adverse Media Report** been published or **Notification** occurred;

(b) income derived from substitute methods, facilities or personnel **You** use to maintain **Your** revenue stream;

(c) **Your** documentation of the trends in **Your** business and variations in or other circumstances affecting **Your** business before or after the **Adverse Media Report** or **Notification**, which would have affected **Your** business had no **Adverse Media Report** been published or **Notification** occurred; and

(d) any fixed operating expenses, including ordinary payroll, but only to the extent that such operating expenses must continue during the **Period of Indemnity**.

(2) For purposes of calculating **Brand Loss**, "net profit" will include the amount of **Money** paid or payable to **You**, including donations, for goods, **Products** or services sold, delivered or rendered in the normal course of **Your** business.

(B) Digital Assets Loss

Digital Assets Loss under System Failure Coverage: Data Recovery and Dependent System Failure Coverage: Data Recovery will be determined as follows:

(1) If the impacted **Digital Asset** was purchased from a **Third Party**, the Company will pay only the lesser of the original purchase price of the **Digital Asset** or the reasonable and necessary **Digital Assets Loss**.

(2) If it is determined that the **Digital Assets** cannot be replaced, restored or recreated, the Company will only reimburse the actual and necessary **Digital Assets Loss** incurred up to such determination.

(C) Income Loss

(1) The **Income Loss** payable under System Failure Coverage: Non-Physical Business Interruption and Dependent System Failure Coverage: Non-Physical Business Interruption will be calculated as follows:

(a) **Your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **System Failure** or **Dependent System Failure**, whichever applies; plus

(b) any fixed operating expenses incurred, including ordinary payroll, but only to the extent that such operating expenses must continue during the **Period of Restoration** or **Period of Indemnity**, whichever applies.

You must:

(1) give immediate written notice to the Company of any **Occurrence**;

(2) make best efforts to protect the **Covered Property** from further loss or damage;

(3) promptly separate the damaged and undamaged property, put it in the best possible order and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, **Actual Cash Value**, replacement value and amount of loss claimed;

(4) give a signed and sworn proof of loss to the Company within 120 days after the loss, unless that time is extended in writing by the Company. The proof of loss must state **Your** knowledge and belief as to:

(a) the time and origin of the loss;

(b) **Your** interest, and that of all others, in the **Covered Property**;

(c) the **Actual Cash Value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the **Covered Property**;

(d) any changes in the title, use, occupation, location, possession or exposures of the **Covered Property** since the effective date of the **Policy Period**; and

(e) by whom and for what purpose any **Insured Location** was occupied on the date of the loss, and whether it then stood on leased ground;

(5) include a copy of all descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and

(6) as often as may be reasonably required exhibit to any person designated by the Company all that remains of any property, submit to examination under oath by any person designated by the Company and sign all written records of examinations, and produce for examination, at the Company's request, all books of accounts, business records, bills, invoices and other vouchers, or certified copies if originals are lost, at such reasonable times and places that may be designated by the Company and permit extracts and machine copies to be made.

(B) Insurer's Option

The Company has the option to take all or any part of damaged **Covered Property** at the agreed or appraised value. The Company must give written notice to **You** of its intention to do so within thirty (30) days after receipt of proof of loss.

(C) Abandonment

There may be no abandonment of any property to the Company.

(D) Control of Damaged Property

This Policy gives control of **Covered Property** that suffers insured physical damage as follows:

(1) **You** will have full rights to the possession and control of damaged **Covered Property** in the event of insured physical damage to such **Covered Property**, provided proper testing is done to show which **Covered Property** is physically damaged;

(2) using reasonable judgment, **You** will decide if the physically damaged **Covered Property** can be reprocessed or sold;

(3) **Covered Property** so judged by **You** to be unfit for reprocessing or selling will not be sold or disposed of except by **You** or with **Your** consent; and

(4) any salvage proceeds shall be paid to the Company at the time of loss settlement, or to **You**, if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

XVII. POLICY CONDITIONS

(A) Assistance and Cooperation

(1) As a condition precedent to coverage under this Policy, every **Insured** shall cooperate with the Company and its representatives and, upon the Company's request, shall submit to examination by a representative of the Company, under oath if required; attend hearings, depositions and trials; assist in effecting settlement; cooperate in the securing and giving of evidence, obtaining the attendance of witnesses and in the conduct of suits; and shall give a written statement(s) to the Company's representatives for the purpose of investigation and/or defense, all without charge to the Company, except as provided under Court Attendance Costs Coverage. Every **Insured** shall further cooperate with the Company to do whatever is necessary to secure and effect any rights of

(E) Non-Renewal

(1) If the Company elects to non-renew this Policy, it will mail a written notice to the **Named Insured** stating the reason for non-renewal at least sixty (60) days before the Expiration Date of this Policy.

(2) If the provisions of **(E)**(1) above are in conflict with any governing law or regulation, then such provisions shall be deemed amended to comply with the requirements of any such law or regulation, including any minimum non-renewal notice period permitted thereunder.

(F) Optional Extended Reporting Period

(1) If this Policy is canceled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or non-payment of premium, or if the **Named Insured** cancels or chooses not to renew this Policy, then the **Named Insured** shall have the right, following the effective date of such cancellation, if applicable, or the Expiration Date of this Policy, to purchase an Optional Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

(a) for twelve (12) months: 100% of the full annual premium.

(b) for twenty-four (24) months: 150% of the full annual premium.

(c) for thirty-six (36) months: 200% of the full annual premium.

(2) As used herein, "full annual premium" means the equivalent annual premium level for the coverage terms in effect immediately prior to the end of the **Policy Period**, including any additional premium for endorsements.

(3) At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered fully earned.

(4) If purchased, the Optional Extended Reporting Period will only apply to:

(a) with respect to the Third Party Liability Insuring Agreements of this Policy, any **Claim** first made against an **Insured** during the Optional Extended Reporting Period, provided always that the actual or alleged **Wrongful Acts** giving rise to such **Claim** occur on or after the Retroactive Date and prior to the end of the **Policy Period**, and the **Claim** is reported to the Company during the Optional Extended Reporting Period; and

(b) with respect to the First Party Insuring Agreements of this Policy, any **Claim** reported to the Company during the Optional Extended Reporting Period, provided always that the **First Party Insured Event** giving rise to such **Claim** first occurs during the **Policy Period** but before the effective date of cancellation or the Expiration Date of this Policy, whichever applies, and the **First Party Insured Event** is first discovered by an **Executive** during the Optional Extended Reporting Period.

(5) Any such Optional Extended Reporting Period:

(a) shall be evidenced by issuance of an endorsement to this Policy;

(b) shall apply only to those Insuring Agreements purchased by the **Named Insured**, as set forth in the Declarations of this Policy;

(c) is subject to all terms, conditions, limitations and exclusions of this Policy;

(d) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such Optional Extended Reporting Period; and

(e) shall be effective on the effective date of cancellation, if applicable, or the Expiration Date of this Policy.

(6) The Limit of Liability for the Optional Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability set forth in the Declarations of this Policy. The purchase of the Optional Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in the Declarations.

(7) A change in Policy terms, conditions or exclusions, including the quotation by the Company of a different premium, Deductible, Limit of Liability or policy language at renewal shall not be considered a nonrenewal for purposes of triggering the **Named Insured's** right to purchase the Optional Extended Reporting Period.

(8) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Optional Extended Reporting Period to the Company within thirty (30) days of the effective date of cancellation, if applicable, or the Expiration Date of this Policy. Furthermore, as a condition precedent to the **Named Insured's** rights to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

(G) Spousal or Domestic Partner Extension

This Policy will, subject to all terms, conditions, limitations and exclusions, be extended to apply to a **Claim** against a person who, at the time the **Claim** is made, is a lawful spouse or domestic partner of an **Insured**, but only if such spouse or domestic partner is the subject of any **Claim** because of marriage or domestic partnership to such **Insured**. In no event

Period. By acceptance of this Policy, every **Insured** under this Policy understands and agrees that the **Named Insured** shall have the authority set forth in this Section XVII.(L).

(M) Representations

(1) Each **Insured** represents and acknowledges that the statements made in the **Application** and the information submitted therewith are true and accurate, and that such statements and information are the bases upon which this Policy was issued, are considered to be incorporated herein and form a part of this Policy, and are deemed material to the acceptance of the risk assumed by the Company under this Policy.

(2) Each **Insured** understands and agrees that this Policy was issued in reliance upon the truth and accuracy of the representations, statements and information made in or submitted with the **Application**.

(N) Forfeiture

Any action or failure to act by the **Named Insured** with the intent to defraud the Company, or the material misrepresentation or non-disclosure of any material fact or **Claims** by the **Named Insured** in the **Application** or in any supplemental materials submitted to the Company, will render this Policy null and void, and all coverage hereunder will be forfeited.

(O) Bankruptcy or Insolvency

Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

(P) Office of Foreign Assets Control

Payment under this Policy shall only be made in full compliance with all United States of America economic or trade sanctions, laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

(Q) Headings

The titles of paragraphs or sections of this Policy or any endorsements are intended solely for convenience and reference and are not considered in any way to limit or expand the provisions to which they relate and are not part of this Policy. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

(R) Policy Conformance

Any terms of this Policy that conflict with any local or state law, regulation or ordinance of the state that applies, will be thereby amended to the extent necessary in order to conform to such local or state law, regulation or ordinance.

XVIII. MATERIAL CHANGES

(A) Created or Acquired Subsidiaries

(1) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues do not exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur after the creation or acquisition of such **Subsidiary** and provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, and (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require.

(2) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, coverage shall be afforded to the **Subsidiary** for a period of ninety (90) days after the effective date of such transaction or event, but only with respect to **Claims** first made during such ninety (90) day period for **Wrongful Acts** or **First Party Insured Events** that occur after the effective date of such transaction or event. The Company shall have the option of providing coverage for the **Subsidiary** beyond the ninety (90) days provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require, and (c) the **Named Insured** accepts any terms,

(5) shall be effective on the Expiration Date of this Policy.

(H) The Limit of Liability for the Change of Control Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability set forth in the Declarations of this Policy. The purchase of the Change of Control Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in the Declarations.

(I) The rights contained in this provision shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the Change of Control Extended Reporting Period to the Company within thirty (30) days of the Expiration Date of this Policy. As a condition precedent to the **Named Insured's** right to purchase the Change of Control Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

XX. CURRENCY AND PAYMENTS

All premium and losses under this Policy shall be payable in United States dollars.

XXI. ENTIRE AGREEMENT

By acceptance of this Policy, the **Named Insured** agrees that this Policy embodies all agreements between the **Named Insured** and the Company relating to this Policy. Notice to any agent, or knowledge possessed by any agent, or by any other person, will not affect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy and signed by the Company.

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**2**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

AMENDMENT OF OTHER INSURANCE PROVISIONS: EXCESS INSURANCE

In consideration of the premium charged, it is understood and agreed that Section **XVII. POLICY CONDITIONS**, **(C) Other Insurance**, of this Policy is deleted in its entirety and replaced with the following:

(C) Other Insurance

If other valid and collectible insurance is available to any **Insured** for a **Claim** to which this Policy applies, the Company's obligations are limited as follows:

(1) **Excess Insurance – All Insuring Agreements Except Property Damage Loss Coverage**

All Insuring Agreements of this Policy, except Property Damage Loss Coverage, are excess over any other valid and collectible insurance (including the amount of any deductibles and/or retentions) available to any **Insured**, including any insurance under which there is a duty to defend and regardless of whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written specifically as excess insurance of this Policy by reference in such other policy to the Policy number set forth in the Declarations of this Policy.

(2) **Contingent Insurance – Property Damage Loss Coverage**

The Property Damage Loss Coverage of this Policy provides coverage for physical loss of or damage to **Covered Property** only in the absence of other valid and collectible insurance.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

(a) The **Biometric Claims** Sublimit is the maximum the Company shall pay for each **Biometric Claim** and in the aggregate for all **Biometric Claims** first made during the **Policy Period** and any Extended Reporting Period, if applicable, regardless of the number of **Biometric Claims**, claimants or **Insureds**.

(b) The **Biometric Claims** Sublimit shall be the sole Limit of Liability for **Biometric Claims**, and the Company shall have no further obligation to defend or pay any **Biometric Claims** after the **Biometric Claims** Sublimit is exhausted.

(c) The **Biometric Claims** Sublimit is part of, and will reduce, the Maximum Policy Aggregate Limit set forth in the Declarations of this Policy.

(d) The Additional **Defense Costs** Limit, if purchased, shall not apply to the **Biometric Claims** Sublimit.

5. Solely with respect to the **Biometric Claims** Sublimit, Section **VI. DEFINITIONS**, **(18) Claim**, is amended to include a **Biometric Claim**.

6. Solely with respect to the **Biometric Claims** Sublimit, Section **VI. DEFINITIONS**, **(112) Wrongful Act**, is amended to include a **Biometric Wrongful Act**.

7. Section **VI. DEFINITIONS** is amended by the addition of the following definitions:

"Biometric Claim" means:

(a) a written demand made against an **Insured** for **Damages** or non-monetary relief alleging a **Biometric Wrongful Act**;

(b) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **Biometric Wrongful Act**;

(c) a written request received by an **Insured** to toll or waive a statute of limitations relating to legal proceedings against an **Insured** for a **Biometric Wrongful Act**; or

(d) a civil or administrative proceeding, regulatory action, request for information or investigation instituted against an **Insured** by a federal, state, local or foreign governmental agency as a direct result of a **Biometric Wrongful Act**.

"Biometric Information" means any biological information or characteristic that can be used to uniquely identify a person, including, but not limited to, a fingerprint, voiceprint, facial scan, hand, iris or retina scan, DNA or palm print. **"Biometric Information"** does not include **Personally Identifiable Information**.

"Biometric Loss" means:

(a) **Damages**; and

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**3**

(b) a **Claim** based upon, arising from or in any way involving any disclosure of **Data** in connection with an actual (1) **Security Breach** or (2) **Privacy Breach**, paragraphs (c) and (d), only.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

Houston Casualty Company
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	Warren County	H25NGP249318-00	4

"Non-IT Service Provider Computer System" means a **Computer System** that is owned or leased by, and under the direct operational control of, a **Non-IT Service Provider**.

"Non-IT Service Provider Sublimit" means the maximum amount the Company will pay under Dependent System Failure Coverage for **Digital Assets Loss** and **Dependent Business Interruption Loss** incurred by **You** due to a **Non-IT Dependent System Failure**. The **Non-IT Service Provider Sublimit** is part of, and will reduce, the aggregate Limit of Liability for Dependent System Failure Coverage and the Maximum Policy Aggregate Limit, as shown in the Declarations of this Policy, and is subject to the **Waiting Period** shown in this Endorsement.

3. Section **VI. DEFINITIONS**, **(18) Claim**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Claim"** means written notice from an **Executive** to the Company of a **Non-IT Dependent System Failure**.

4. Section **VI. DEFINITIONS**, **(35) Dependent System Failure**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Dependent System Failure"** means a **Non-IT Dependent System Failure**.

5. Section **VI. DEFINITIONS**, **(36) Digital Assets**, is amended by the addition of the following:

   Solely with respect to the **Non-IT Service Provider Sublimit**, **"Digital Assets"** means **Data** owned by or entrusted to **You** that is being held, stored, maintained, transferred or processed by a **Non-IT Service Provider** on **Your** behalf.

6. Section **XI. EXCLUSIONS AS TO SYSTEM FAILURE COVERAGE AND DEPENDENT SYSTEM FAILURE COVERAGE** is amended by the addition of the following Exclusion:

   The Company will not be liable under System Failure Coverage or Dependent System Failure Coverage for the cost to upgrade, improve, repair, redesign, reconfigure or maintain a **Non-IT Service Provider Computer System**.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**5**

(b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**;

(c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233, or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and

(e) the site on which any of (a) through (d) above is located, all operations conducted on such site and all premises used for such operations.

3. **"Nuclear Material"** means **Source Material**, **Special Nuclear Material** or **Byproduct Material**.

4. **"Nuclear Reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

5. **"Spent Fuel"** means any fuel element or fuel component, solid or liquid that has been used or exposed to radiation in a **Nuclear Reactor**.

6. **"Waste"** means any waste material containing **Byproduct Material** and resulting from the operation by any person or organization of any **Nuclear Reactor** or any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**.

7. **"Source Material"**, **"Special Nuclear Material"** and **"Byproduct Material"** have the meanings given them in the Atomic Energy Act 1954, or in any law amendatory thereof.

All other terms and conditions of this Policy remain unchanged.

By: Marshall L. Todd
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**7**

NETGUARD® PLUS CYBER LIABILITY INSURANCE ENDORSEMENT

SERVICE OF SUIT

This applies in jurisdictions where the Company is not an admitted insurer.

It is hereby understood and agreed that in the event of the Company's failure to pay the amount claimed to be due hereunder, the Company, at the request of an **Named Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters regarding Service of Suit shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States; to remove an action to a United States District Court; to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States; or to appeal any judgment or ruling.

It is further understood and agreed that, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any **Named Insured** or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the President of the Houston Casualty Company in care of the General Counsel, at 13403 Northwest Freeway, Houston, TX, 77040, as the person to whom the said officer is authorized to mail such process or true copy thereof.

It is further understood and agreed that service of process in such suit may be made upon NATIONAL REGISTERED AGENTS, INC., 2875 Michelle Drive, Suite 100, Irvine, CA 92606, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	**Warren County**	**H25NGP249318-00**	**8**

(b) the security or defense of that sovereign state;

provided, however, that an **Impacted State** shall not result from an attack, or a related series of attacks, solely impacting the **Insured**.

D. **"War"** means:

(a) armed conflict involving physical force by one sovereign state against another sovereign state, whether either such state is fully or partially recognized, and whether war has been declared or not; and/or

(b) civil war, rebellion, revolution, insurrection, riot or civil commotion, military or usurped power or martial law.

All other terms and conditions of this Policy remain unchanged.

By: _____
Authorized Representative

End. Effective Date	Named Insured	Policy Number	Endorsement
01-01-2025	Warren County	H25NGP249318-00	9

With respect to Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage and Breach Event Costs Coverage only, **Insured Computer System** also includes a **Computer System** operated by an **Employee** or **Your** independent contractor, but only while such **Computer System** is being operated by that **Employee** or independent contractor in the course of performing work on **Your** behalf.

5. Section **VI. DEFINITIONS**, **(56) Media Material**, is amended to include content posted by users to any website operated and managed by **You**.

6. Section **VI. DEFINITIONS**, **(78) Privacy Breach**, paragraph (c), is deleted in its entirety and replaced with the following:

   (c) the theft or loss of **Private Information**, including the theft or loss of **Private Information** stored on a **Data** storage or mobile device, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive**;

7. Section **VI. DEFINITIONS**, **(82) Private Information**, is amended to include the following sentence:

   Private Information includes any such information in electronic or non-electronic form.

8. Section **VI. DEFINITIONS**, **(95) Security Breach**, is deleted in its entirety and replaced with the following:

   (95) **"Security Breach"** means any of the following, whether a specifically targeted attack or a generally distributed attack:

   (a) a **Hacking Attack**; or

   (b) the theft or loss of a **Data** storage or mobile device containing **Private Information**, including any smartphone, tablet or laptop which is owned by **You** and operated by an **Insured**, or owned and operated by an **Employee** or **Executive**.

   A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing attack, event, incident or failure of computer security will be considered a single **Security Breach** and will be considered to have occurred at the time the first of such **Security Breaches** occurred.

9. Section **VII. EXCLUSIONS AS TO THE ENTIRE POLICY**, Exclusion **(G)**, is deleted in its entirety and replaced with the following:

days after expiration of the **Policy Period**, or during any Extended Reporting Period, if applicable.

12. Section **XV. LOSS DETERMINATION** is amended by the addition of the following:

Forensic Accounting Expenses Sublimit

(1) The Company will reimburse **You** for forensic accounting expenses that **You** incur to quantify **Brand Loss** or **Income Loss**, subject to a maximum aggregate Sublimit of Liability of $25,000.00, regardless of the number of **Insureds**, **Claims** or **First Party Insured Events**.

(2) The Sublimit of Liability set forth in paragraph 1. above will be paid by the Company as part of, and will reduce, the Maximum Policy Aggregate Limit set forth in the Declarations of this Policy.

(3) If the Sublimit of Liability set forth in paragraph 1. above is exhausted, the Company's obligation to reimburse **You** for forensic accounting expenses that **You** incur to quantify **Brand Loss** or **Income Loss** will end.

(4) The Company shall, in its sole discretion, reimburse only those forensic accounting expenses it deems to be reasonable and necessary. All forensic accounting expenses must be incurred by **You** during the **Policy Period** or any Extended Reporting Period, if applicable.

13. Section **XVII. POLICY CONDITIONS** is amended as follows:

(A) Section **(D) Cancellation**, paragraph (1), is deleted in its entirety and replaced with the following:

(1) The **Named Insured** may cancel this Policy by giving the Company advance, written notice stating when thereafter cancellation shall take effect. If this Policy is canceled by the **Named Insured**, the earned premium will be computed on a pro rata basis. Payment or tender of any unearned premium by the Company will not be a condition precedent to the effectiveness of cancellation.

(B) Section **(F) Optional Extended Reporting Period**, paragraphs (1) and (8), are deleted in its entirety and replaced with the following:

(1) If this Policy is canceled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or for the non-payment of premium, or if the **Named Insured** cancels or chooses

(1) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues do not exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur after the creation or acquisition of such **Subsidiary**.

(2) If, after the Effective Date of this Policy, the **Named Insured** creates or directly or indirectly acquires a **Subsidiary** whose annual gross revenues exceed thirty percent (30%) of the **Named Insured's** annual gross revenues prior to the acquisition date, as reflected in the most recent **Application** for this Policy, coverage shall be afforded to the **Subsidiary** for a period of ninety (90) days after the effective date of such transaction or event, but only with respect to **Claims** first made during such ninety (90) day period for **Wrongful Acts** or **First Party Insured Events** that occur after the effective date of such transaction or event. The Company shall have the option of providing coverage for the **Subsidiary** beyond the ninety (90) days provided that (a) the **Named Insured** gives the Company written notice of such transaction or event as soon as practicable, but no later than sixty (60) days after the effective date of the transaction or event, (b) the **Named Insured** gives the Company information regarding the transaction or event as the Company may reasonably require, and (c) the **Named Insured** accepts any terms, conditions, exclusions, limitations and additional premium, if any, as the Company, at its sole discretion, may impose.

(3) If the Company, at its sole discretion, elects to provide coverage for any **Subsidiary** subject to the provisions of Section **XVIII.(A)**(1) or **XVIII.(A)**(2) above, this Policy shall not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from or in any way involving any **Wrongful Act** or **First Party Insured Event** occurring before the effective date of the transaction or event or the effective date of coverage under this Policy as set forth in an endorsement, whichever is later.

(B) Sold Subsidiaries

If, after the Effective Date of this Policy, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will continue to be an **Insured** for the duration of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** or **First Party Insured Events** that occur on or after the applicable Retroactive Date and prior to the effective date of the sale. There will be no return premium.

WARREN COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845-9803

Michael Colvin, Director *Telephone: 518-761-6407*

December 24, 2025

RE: Issue with ACH transfer in the Treasurer's Office

On 12/23/2025 I was advised by John Taflan of an issue regarding an ACH transfer and asked to provide what details I could.

In November of 2024, the IT department was requested to create an on-line form for vendors to submit ACH payment information. This was requested by Rob Lynch. This form is on the public web site and can be filled out by anyone with internet access. Once the form is filled out, information is stored in a database accessible to the Treasurer's office and an email is sent to specified individuals to advise them of the entry. This form is informational only and has no connection to any County financial systems.

11/13/2025 at 10:45 AM a submission was received using the company name Peckham Road Corp. The system sent an email advising of the submission.

12/23/2025 IT reviewed logs and determined the source IP of the submitter was 158.173.25.169
The public IP of our server is 208.105.128.150

Michael Colvin

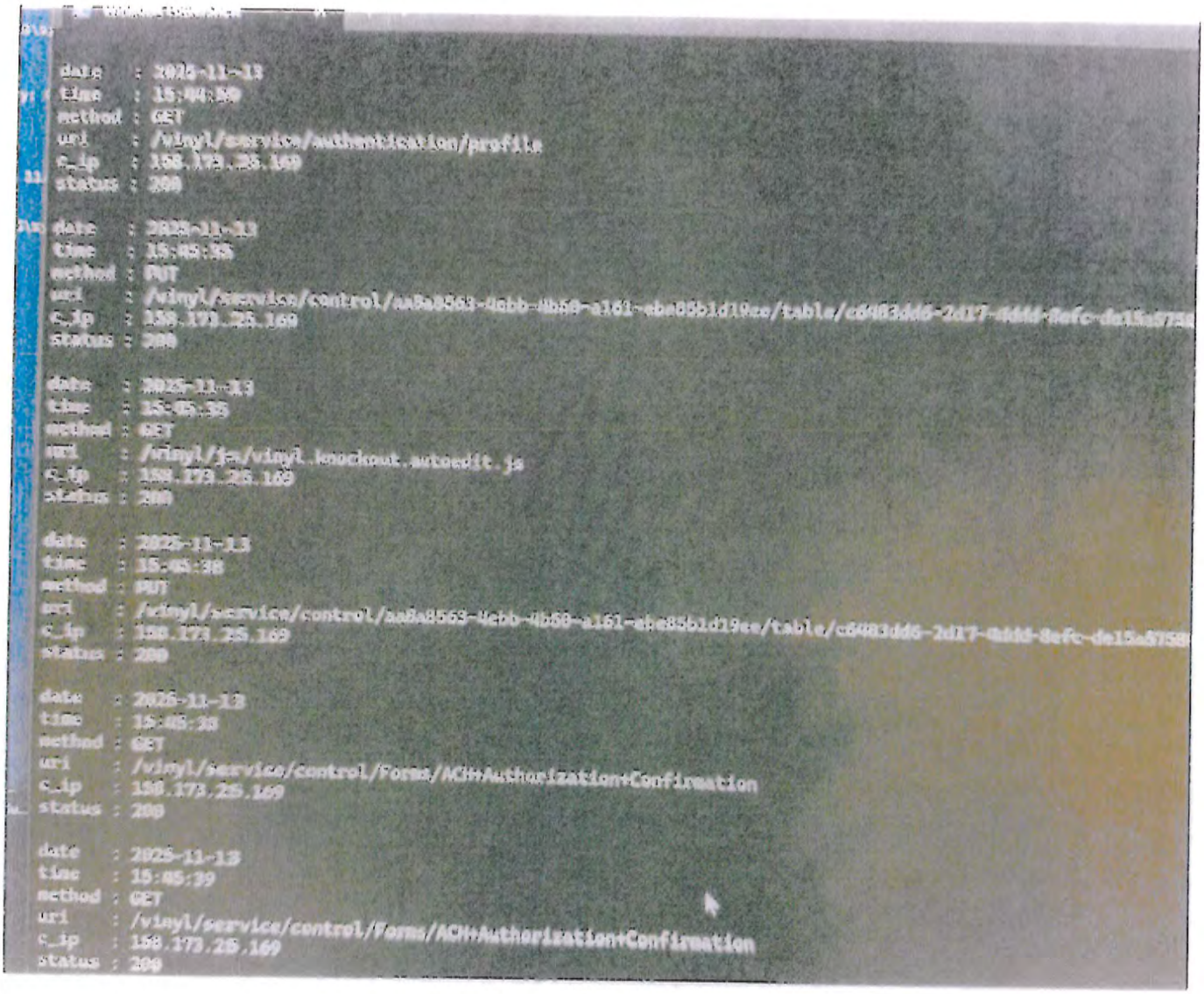
Colvin, Michael

From:	noreply@warrencountyny.gov
Sent:	Thursday, November 13, 2025 10:46 AM
To:	lynchr@warrencountyny.gov; scrimej@warrencountyny.gov; mundellc@warrencountyny.gov; smithk@warrencountyny.gov; rosee@warrencountyny.gov; donohued@warrencountyny.gov
Subject:	A new ACH Authorization has been submitted

From: Peckham Road Corp

Please log into the Application Portal to process this request.

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.



Time stamps are UTC

-5 For Eastern time

2025-25920

TM COMEAU, UNDERSHERIFF

01-05-2026

SUPPLEMENTAL #4

Received today via email from Marilyn RIVERS the acknowledgement of receipt of notice to TOKIO Marine HCC.

Copy of email attached.

Comeau, Terry

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Monday, January 5, 2026 09:59
To: Elmen, Larry; Taflan, John; Smith, Jennifer; Burnham, Jessica; Comeau, Terry
Cc: Sulim Bartok; Colin David; jess_mccamy@ajg.com
Subject: FW: WARREN COUNTY; H25NGP249318-00

Importance: High

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Please see below.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

Notice: *This communication, including any attachments, may contain information that is confidential and protected by attorney-client privilege, work-product privilege, or other legal privileges. This communication constitutes non-public information intended to be conveyed only to the designated recipient(s) and may not be further disseminated absent the written consent of the sender and the client. If the reader of this communication is not the intended recipient(s), an employee, or agent of the intended recipient(s) who is responsible for delivering it to the intended recipient(s), or you believe that you received this communication in error, please notify the sender immediately by return email and promptly delete this email, including all attachments, without reading or saving the email or attachments in any manner. The unauthorized use, dissemination, distribution, or reproduction of this email, including any attachments, is prohibited and may be unlawful. Receipt by any person other than the intended recipient(s) shall not constitute a waiver of attorney-client privilege, work-product privilege or any other applicable legal privilege.*

From: Chroman, Jonathan <jchroman@tmhcc.com>
Sent: Friday, January 2, 2026 3:07 PM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Cc: Volpe, Thomas <tvolpe@tmhcc.com>
Subject: WARREN COUNTY; H25NGP249318-00

You don't often get email from [redacted]

Warning: Unusual sender <[redacted]>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello,

This email acknowledges receipt of the notice submitted on behalf of the above-referenced Insured. Please be advised that Claims Examiner, Thomas Volpe (copied), has been assigned to this matter. Mr. Volpe will contact the Insured shortly to discuss the matter further. A claim number will be assigned and provided to you as soon as possible.

Please note that no Insured shall admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any Claim without the Company's approval. At this time, the Company is reviewing this matter for coverage and reserves its rights under the Policy and at law and considers Insured's rights also reserved. Moreover, the Company reserves its right, upon receipt of new information, to modify, amend or supplement any coverage determination through the course of the claim.

Mr. Volpe's contact information is as follows:

Thomas Volpe
Associate Claims Specialist
Tokio Marine HCC
tvolpe@tmhcc.com
Tel: 914-752-2829

Thank you,

Jonathan Chroman
Claims Assistant I
Tokio Marine HCC – Cyber & Professional Lines Group
NAS Insurance Services, LLC, CA license #0677191
jchroman@tmhcc.com
Tel: 818-579-2355
tmhcc.com





A member of the Tokio Marine HCC group of companies. Tokio Marine HCC is the marketing name used to describe the affiliated companies under the common ownership of HCC Insurance Holdings, Inc. Tokio Marine HCC's products are underwritten by American Contractors Indemnity Company, HCC International Insurance Company PLC, HCC Life Insurance Company, HCC Specialty Insurance Company, Houston Casualty Company, Lloyd's Syndicate 4141, United States Surety Company and U.S. Specialty Insurance Company. For more information about Tokio Marine HCC, please visit www.tmhcc.com.

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COPY

2025-25920

TM COMEAU, UNDERSHERIFF

01-12-2026

CONFIDENTIAL

SUPPLEMENTAL #5

- Received from Self Insurance copies of the 2024, 2025, 2026 Cyber Insurance applications for review.

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Friday, October 3, 2025 10:59 AM
To: Sulim Bartok; Colin David
Cc: Elmen, Larry; Smith, Jennifer; Burnham, Jessica
Subject: County of Warren 2026 Executed NetGuard Cyber Liability Application
Attachments: County of Warren NY 2026 Executed NexGuard Cyper Application.pdf

County of Warren 2026 Executed NetGuard Cyber Liability Application

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

Notice: *This communication, including any attachments, may contain information that is confidential and protected by attorney-client privilege, work-product privilege, or other legal privileges. This communication constitutes non-public information intended to be conveyed only to the designated recipient(s) and may not be further disseminated absent the written consent of the sender and the client. If the reader of this communication is not the intended recipient(s), an employee, or agent of the intended recipient(s) who is responsible for delivering it to the intended recipient(s), or you believe that you received this communication in error, please notify the sender immediately by return email and promptly delete this email, including all attachments, without reading or saving the email or attachments in any manner. The unauthorized use, dissemination, distribution, or reproduction of this email, including any attachments, is prohibited and may be unlawful. Receipt by any person other than the intended recipient(s) shall not constitute a waiver of attorney-client privilege, work-product privilege or any other applicable legal privilege.*

2025-25920

TM COMEAU, UNDERSHERIFF

01-02-2025

SUPPLEMENTAL #3

- 12-31-2025 Received from IT Director Michael COLVIN, memo and information in reference to ACH authorization received on November 13th 2025 from "Peckham Road Corporation". (ATTACHED)

- 01-02-2026 Received from County Attorney's Office the renewal application for Cyber Liability Insurance executed October 3rd 2025, along with corresponding emails concerning ACH transfers.

The application was requested by this office after a conversation with County Attorney ELMEN in which he advised that the county "answered a question in a way they didn't want to".

After reviewing the application

Section 9 of the application: "PHISING CONTROLS"

Questions B (1), (2), & (3). are answered in the affirmative if protocols are in place to send ACH which include confirming vendors, transfers of funds are accurate, and proper written authorizations are obtained. (ATTACHED)

Copy of the IC3 complaint filed by Monica STARK supplied by County Attorney's Office. (ATTACHED)

Copy of Insurance Claim filed by County Attorney's Office with Tokio Marine HCC

WARREN COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845-9803

Michael Colvin, Director *Telephone: 518-761-6407*

December 24, 2025

RE: Issue with ACH transfer in the Treasurer's Office

On 12/23/2025 I was advised by John Taflan of an issue regarding an ACH transfer and asked to provide what details I could.

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The public IP of our server is 208.105.128.150

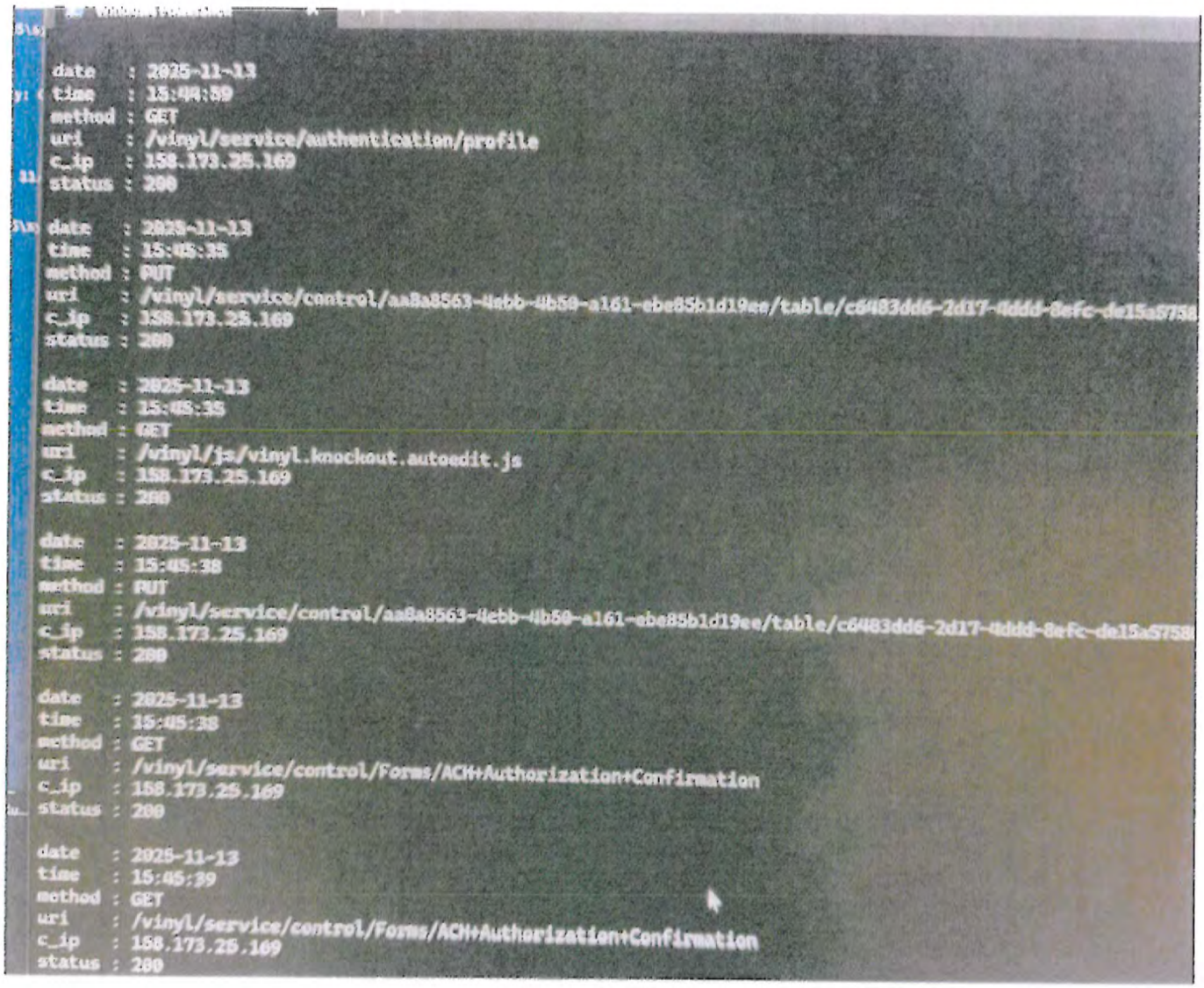
Michael Colvin

Colvin, Michael

From: noreply@warrencountyny.gov
Sent: Thursday, November 13, 2025 10:46 AM
To: lynchr@warrencountyny.gov; scrimej@warrencountyny.gov; mundellc@warrencountyny.gov; smithk@warrencountyny.gov; rosee@warrencountyny.gov; donohued@warrencountyny.gov
Subject: A new ACH Authorization has been submitted

From: Peckham Road Corp

Please log into the Application Portal to process this request.
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Time stamps are UTC

-5 For Eastern time

2025-25920

TM COMEAU, UNDERSHERIFF

01-23-2026

SUPPLEMENTAL #6

- Received via email, Travelers insurance policy from Marilyn RIVERS, Warren County Attorney's Office. (attached)

TRAVELERS
PO Box 2950
Hartford, CT 06104-2950

December 29, 2022

WARREN COUNTY
1340 State Rt. 9
LAKE GEORGE, NY 12845

Re: Important Information about **Claims Information Line**

Dear WARREN COUNTY

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

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TRAVELERS

P.O. Box 2950
Hartford, CT 06104-2950

12/29/2022

WARREN COUNTY

1340 State Rt. 9
LAKE GEORGE, NY 12845

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950

(866) 904.8348

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TRAVELERS

Wrap+®

CRIME DECLARATIONS

POLICY NO. **106215725**

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

ITEM 1	**NAMED INSURED:** **WARREN COUNTY** D/B/A: Principal Address: **1340 State Rt. 9** **LAKE GEORGE, NY 12845**
ITEM 2	**POLICY PERIOD:** Inception Date: **January 1, 2023** Expiration Date: **January 1, 2026** 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	**ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:** **Email: BSIclaims@travelers.com** **Fax: 1-888-460-6622** **Mail: Travelers Bond & Specialty Insurance Claim** **P.O. Box 2989** **Hartford, CT 06104-2989** **Overnight Mail: Travelers Bond & Specialty Insurance Claim** **One Tower Square, S202A** **Hartford, CT 06183** **For questions related to claim reporting or handling, please call 1-800-842-8496.**
ITEM 4	**COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:** Crime

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ITEM 5

CRIME		
Insuring Agreement	**Single Loss Limit of Insurance**	**Single Loss Retention**
A. Fidelity		
1. Employee Theft	**See Endorsement**	
2. ERISA Fidelity	**Not Covered**	
3. Employee Theft of Client Property	**Not Covered**	
B. Forgery or Alteration	**$500,000**	**$5,000**
C. On Premises	**$100,000**	**$10,000**
D. In Transit	**$100,000**	**$10,000**
E. Money Orders and Counterfeit Money	**Not Covered**	
F. Computer Crime		
1. Computer Fraud	**$1,000,000**	**$10,000**
2. Computer Program and Electronic Data Restoration Expense	**Not Covered**	
G. Funds Transfer Fraud	**$1,000,000**	**$10,000**
H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	**Not Covered**	
2. Identity Fraud Expense Reimbursement	**$25,000**	**$0**
I. Claim Expense	**$5,000**	**$0**

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ITEM 5. (Cont'd)	If "*Not Covered*" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**. **Policy Aggregate Limit of Insurance:** ☐ Applicable ☒ Not Applicable If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: **Not Applicable** If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance. **Cancellation of Prior Insurance:** By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers **Not Applicable,** such cancellation to be effective at the time this **Crime Policy** becomes effective. **INSURED'S PREMISES COVERED:** All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: **Not Applicable**
ITEM 6	**PREMIUM FOR THE POLICY PERIOD:** **$20,604.00** Policy Premium **$6,868.00** Annual Installment Premium
ITEM 7	**FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:** **ACF-7006-0511; CRI-3001-0109; CRI-7126-0109; CRI-7129-0109; CRI-19072-0315; CRI-19101-1117; CRI-19085-0919; CRI-19122-1120; CRI-7019-0109; CRI-5033-0613; CRI-17001-0317**

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THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

_____
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

President

Corporate Secretary

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106215725**

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CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered*," then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

   a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

   b. who is a non-compensated officer;

   c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

   d. while acting as a non-compensated fund solicitor during fund raising campaigns;

   e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

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2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:

i. that the **Insured** owns or leases;

ii. that the **Insured** holds for others:

(a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or

(b) while in transit and in the care and custody of a **Messenger**; or

iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

i. at face value in the **Money** issued by that country; or

ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section ***I. INSURING AGREEMENTS*, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

   Faithful Performance of Duty
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **$2,000,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section ***III. DEFINITIONS***:

   Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section ***IV. EXCLUSIONS***:

   This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure.**

5. The following replaces paragraph 4.a. of section ***V. CONDITIONS***, D. CANCELLATION OR TERMINATION:

   4. This **Crime Policy** terminates as to any **Employee**
      a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy,** involving **Money, Securities** or **Other Property** in an amount in excess of $10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106215725**

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT
INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

1. Item 5. of the ***DECLARATIONS***, **Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft - Per Loss Coverage	**$2,000,000**	**$20,000**
2. Employee Theft - Per Employee Coverage		

2. Section ***I. INSURING AGREEMENTS,*** A. FIDELITY is replaced with the following:

   A. FIDELITY

   1. Employee Theft - Per Loss Coverage
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

   2. Employee Theft - Per Employee Coverage
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section ***II. GENERAL AGREEMENTS,*** **A. JOINT INSURED,** 5. is replaced with the following:

   5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section ***III. DEFINTIONS*** is amended as follows:

   A. Definition DD. **Insured** is replaced with the following:
   DD. **Insured** means:
   1. the **First Named Insured**,
   2. any **Sponsored Plan**, or
   3. any other entity listed in Item 1.of the Declarations.

   B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:
   RR. **Single Loss** means:
   1. for purposes of Insuring Agreement A.1:
      a. an individual act;
      b. the combined total of all separate acts; or
      c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

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2. for purposes of Insuring Agreement A.2.:
   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period.**

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section ***IV. EXCLUSIONS*** is amended as follows:

A. Exclusion C is replaced by the following:
   C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.

C. Exclusion CC. is replaced by the following:
   CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusion is added:
   DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

6. Section ***V. CONDITIONS*** is amended as follows:

A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.

B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.

C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
   b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;

D. Section **C. EMPLOYEE BENEFIT PROVISIONS - INFLATION GUARD** is deleted.

E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
   b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
   c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:
   Indemnification

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The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

   1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

   1. a **Vendor**, or that **Vendor's** attorney;
   2. a **Client**, or that **Client's** attorney;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

   Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS**, G. **Computer System**:

   G. ***Computer System*** means:

      1. any computer; and
      2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

      that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

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5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C. **Client**:

   C. ***Client*** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, E. **Computer Fraud**:

   E. ***Computer Fraud*** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

      1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
      2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME** .

   For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

   Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section **III. DEFINITIONS**, AA. **Funds Transfer Fraud**:

   AA. ***Funds Transfer Fraud*** means:

      1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
      2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

   Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section **III. DEFINITIONS**, DD. **Insured**:

   DD. ***Insured*** means:

      1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
         a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
         b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
      2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
         a. the **First Named Insured**,
         b. any **Subsidiary**,
         c. any **Sponsored Plan**, or
         d. any other entity listed in Item 1. of the Declarations.

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9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:

   G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.

   H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

   R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
      1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
      2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
         a. Insuring Agreement A.;
         b. Insuring Agreement E.;
         c. Insuring Agreement F1., or
         d. the Social Engineering Fraud Insuring Agreement.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

    T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:
       1. while in the mail; or
       2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

    This **Crime Policy** will not apply to:

    a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
    b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
    c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
    d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
    e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
    f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
    g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

1. This endorsement modifies all Insuring Agreements forming part of this **Crime Policy**, unless specified below as indicated by the corresponding ☒ and then only to those so indicated:

   ☒ A. FIDELITY
   - ☒ Employee Theft ☐ ERISA Fidelity ☐ Employee Theft of Client Property

   ☐ B. FORGERY OR ALTERATION

   ☐ C. ON PREMISES

   ☐ D. IN TRANSIT

   ☐ E. MONEY ORDERS AND COUNTERFEIT MONEY

   ☐ F. COMPUTER CRIME
   - ☐ Computer Fraud ☐ Computer Program and Electronic Data Restoration Expense

   ☐ G. FUNDS TRANSFER FRAUD

   ☐ H. PERSONAL ACCOUNTS PROTECTION

   ☐ I. CLAIM EXPENSE

2. The **Insured** agrees that any loss payable under the Insuring Agreement(s) indicated above and involving **Money** or **Other Property** in which the designated Loss Payee has an interest shall be paid jointly to the **Named Insured** and to the Loss Payee designated below:

Loss Payee Name	Loss Payee Address
Housing Trust Fund Corp & Div of Housing & Community Renewal	**38-40 State Street, Floor 4 South, Albany, NY 12207**
Susan Culver; RESTORE Program; Housing Trust Fund Corporation	**3840 State Street, Albany, NY 12207**

   and any such payment shall constitute payment to the **Insured**. The Company agrees to make all such payments to the **Named Insured** and to the Loss Payee, and the Company will not make any payment solely to the **Named Insured** unless the Company receives a request in writing from the Loss Payee to make such payment solely to the **Insured**.

3. The **Company's** liability under the Insuring Agreement(s) indicated above as extended by this endorsement are not cumulative.

4. No rights or benefits are bestowed on the Loss Payee other than payment of the loss as set forth herein.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106215725

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

2. The Company may cancel:
   a. this **Crime Policy** in its entirety;
   b. an Insuring Agreement; or
   c. coverage for any **Insured**;

CANCELLATION OF POLICIES IN EFFECT 60 DAYS OR LESS

The Company may cancel this **Crime Policy** for failure to pay a premium when due by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation if the Company cancels for nonpayment of premium, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation.

CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this **Crime Policy** is a renewal or continuation of a policy, the Company may cancel for nonpayment of premium by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation; or **60** days (number of days must equal or exceed sixty (60) days) before the effective date of cancellation if the Company cancels for any reason scheduled below.

The Company may cancel for any of the following reasons:

a. nonpayment of premium,
b. conviction arising out of acts increasing the hazard,
c. fraud or misrepresentation in obtaining the policy or in making a claim under the policy,
d. act or omission or violation of policy condition that substantially and materially increases hazard insured against after the policy inception,
e. material change in the nature and extent of the risk beyond that originally contemplated,
f. determination by the Superintendent that continuation of the present premium volume would jeopardize the Company's solvency or be hazardous to the stockholders, creditors, or public,
g. determination by the Superintendent that continuation of the policy would violate the law,
h. cancellation is permitted, in professional liability coverages, if the **Insured's** license to practice his or her profession is revoked or suspended, or if the **Insured** is a hospital, it no longer possesses a valid operating license.

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The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company, as well as to the authorized agent or broker. The Company will include the reason for cancellation in this notice. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company decides not to renew this policy the Company will send notice as provided below.

a. CONDITIONAL RENEWAL

If the Company conditionally renews this policy subject to a(an):

(1) change of limits;

(2) change in type of coverage;

(3) reduction of coverage;

(4) increased deductible;

(5) addition of exclusion; or

(6) increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; or

b. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

(1) If the Company decides not to renew this policy or to conditionally renew this policy the Company will mail or deliver written notice to the **First Named Insured** at least **60** days (number of days must equal or exceed 60 days but not more than 120 days) before the expiration date set forth in ITEM 2 of the Declarations. Notice will be mailed or delivered to the **First Named Insured** at the address shown in the policy and to the authorized agent or broker. It will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes. If the Company violates any of the provisions of paragraphs above by sending the **First Named Insured** an incomplete or late conditional renewal notice or a late non-renewal notice:

a. coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered unless the **Insured**, during this 60 day period, has replaced the coverage or elects to cancel.

b. on or after the Expiration Date set forth in ITEM 2 of the Declarations, such coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the **Insured**, during this additional policy period, has replaced the coverage or elects to cancel.

The Company will not send the **Insured** notice of nonrenewal or conditional renewal if the **Insured** , the **Insured's** authorized agent or broker or another insurer of the **Insured's** mails or delivers notice that the policy has been replaced or is no longer desired. Any notice of cancellation will state the effective date of cancellation and the policy period will end on that date.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK INSURANCE REGULATION 209 ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following is added to section **V. CONDITIONS**, **D. CANCELLATION OR TERMINATION**, 4.:

However, termination of coverage as to any **Employee** of an **Insured** located in New York as set forth above will not apply to any such **Employee** if: (a) the dishonest act was committed by that **Employee** prior to becoming employed by the **Insured**, (b) the dishonest act resulted in a conviction of that **Employee**; and (c) the **Insured** made a determination to hire or retain the **Employee** utilizing the factors set out in Correction Law Article 23-A.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106215725**

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CASE NARRATIVES
&
SUPPLEMENTAL REPORTS

SHERIFF JAMES LAFARR

INCIDENT #2025-25920
SUPPLEMENTAL
J.A. LAFARR
01/16/2026

On this date, Warren County Attorney Larry Elmen met me in my office and provided me with a sealed envelope. Mr. Elmen stated the envelope contained documents that relate to our criminal investigation. He explained that the Warren County Board of Supervisors met in Executive Session during a County Board of Supervisors monthly meeting today, January 16, 2026, and voted to give him the authority to share these documents with our Sheriff's Office.

I turned the sealed envelope over to Investigative Sergeant Edward Affinito.

INCIDENT #2025-25920
SUPPLEMENTAL
J.A. LAFARR
01/27/2026

On Thursday January 22, 2026 at 10:48 AM I received an email, with two attachments, from Warren County Administrator John Taflan. The email referenced a recent County FOIL and a question about the status of the Certified Public Accountant (CPA) license for Warren County Treasurer Christine Norton.

Mr. Taflan explained that Norton's CPA license was expired when Ms. Norton submitted an application to Warren County in August 2022. Further, Mr. Taflan indicated that Ms. Norton signed the application under penalty of perjury allegedly knowing the CPA license was expired.

I printed Mr. Taflan's email and both attachments, labeled (Norton, Christine) and (Norton, C - resume 2022), copies of which are attached to this supplemental report.

The copy of Mr. Taflan's email and both attachments were provided to Investigative Sergeant Edward Affinito for review and investigation.

LaFarr, Jim

From: Taflan, John <taflanj@WarrenCountyNY.gov>
Sent: Thursday, January 22, 2026 10:48 AM
To: LaFarr, Jim
Subject: Fw: FOIL 26-40
Attachments: Norton, Christine.pdf; Norton, C - resume 2022.pdf

Jim

This came up in a FOIL from Will Doolittle. On the second page Christine lists CPA as a certification with a license and date. I found out early
In her tenure that she was not certified. Apparently she was certified in NJ but it expired in 2017. That point was reported by June many times. She later confessed to me and Kevin G that her certification had long expired. I do know she applied to the state and became recertified last year after about a year and a half. I told her she had to take CPA off all of her official county letterheads and emails. I noticed she signed the under penalty of perjury statement. Not sure this is applicable to the current investigation. But it will probably We out in the press soon.

John
Get Outlook for iOS

From: Bruno, Anne <brunoa@WarrenCountyNY.gov>
Sent: Thursday, January 22, 2026 09:48
To: Taflan, John <taflanj@WarrenCountyNY.gov>
Subject: FOIL 26-40

Please see attached Christine Norton's application and resume, as requested from FOIL 26-40.

Anne Bruno
Confidential Secretary to the Warren County Administrator
1340 State Route 9, Lake George, NY 12845
Phone: 518.761.6539 / Email: brunoa@warrencountyny.gov

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.
Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

CHRISTINE V. NORTON, CPA

PO Box 192 • Bolton Landing, New York 12814 • 917.743.8882 • christine.v.norton@gmail.com

SUMMARY

An experienced ***GLOBAL Executive and Leader*** with extensive experience in: Risk and Compliance Management, Advisory Services, and Financial and Forensic Analysis, in the Pharmaceutical, Technology and Consumer Product industries. Proven record partnering with Business Owners, Board of Directors/C-Suite, and Corporate and Division Management in building, collaborating and leading teams and alliances, across complex and changing organizations; delivering effective financial, risk management and audit solutions, value add business advisory services and strategic initiatives worldwide.

MASTERCARD • PEPSICO • ACCENTURE • BRISTOL MYERS SQUIBB • PRICEWATERHOUSE COOPERS

EXPERIENCE

ADK ADVISORS — New York, Connecticut, New Jersey, Texas
Consultant — 2016 – Present

Partner with business owners/individuals and legal and investigative professionals, providing risk management and advisory services, in depth financial and forensic analysis, as well as supply/value chain optimization, transformation and integration (people, process and technology).

- Advisory Board Member and Chief Risk, Compliance and Transformation Officer for a Cannabis Seed to Sale Business expanding from medical production to hemp and recreational production in New York State. Responsible for the identification of cGMP compliance gaps which, once remediated, resulted in a successful third-party external cGMP audit in Oct 2021.
- Partner with Criminal & Civil Law Firms to provide litigation support through preparation of client financial statements; forensic analysis of subpoenaed data; and preparation of related "Trial ready" documents (analytical reports and exhibits for courtroom/arbitration use and preparation of Expert testimony).
- Developed business, process and technology solutions for a $1.5M startup gourmet market and wine store (e.g., standard operating procedures, system implementation/integration).
- Performed due diligence on a potential $2M business acquisition, identifying over $500K in fraudulent accounts and business practices. Partnered with legal counsel on the collateralized recovery of $250K on behalf of the prospective buyer. Supported State Prosecution indictment.

MASTERCARD INC. — Purchase, New York
MasterCard Vice President, Risk Management and Audit — 2012-2015

Collaborated with Executive Management to drive the content and execution of Audit Committee Meetings, as well as risk based advisory and audit services for this $7B Technology business.

- Developed annual Audit Committee calendar and agenda in line with MasterCard's evolving risk profile. Coordinated the preparation and submission of agenda items, providing support on all financial and operational content to meet Board Member expectations. Prepared and presented content on quarterly audit updates.
- Assessed audit methodology, practices and talent, identifying gaps to drive required improvements to promote a World Class environment. Opportunities identified included the creation of a Professional Practices Office, responsible for driving risk assessment, quality assurance and methodology improvements to ensure standardization and consistent execution globally.
- Directed risk based advisory services and audits in line with the annual plan and at the request of Board Members, C-Suite and Division Management (e.g., FCPA, sanction processes, account data compromise, forensic investigations).
- Managed the career path and development of 7 process, IT and forensic audit professionals, and provided performance and career coaching for an additional 10 throughout the year, driving a continuous improvement and increased value add culture, as well as developing future talent for the organization.
- Responsible for the annual budgeting and quarterly forecasting activities, and the communication of insights to develop further opportunities or corrective actions.

PEPSICO INC. — Purchase, New York
PepsiCo Senior Director, North America Corporate Audit — 2005-2012

Developed and executed a World Class Audit and Risk Management function for this $67B Food and Beverage Company, keeping pace with dynamic business change and resulting shifts in risk.

- Coordinated strategic, financial and operational planning, built and maintained an audit universe and completed an enterprise risk assessment which served as the basis for three-year audit and strategic plans. Communicated and gained plan alignment across the business, Senior Management and the Audit Committee.

PEPSICO INC., CONT.:

- Developed (2006), implemented (2007) and streamlined (2011) PepsiCo's Global Control Standard (GCS), a comprehensive control framework, maturity model and methodology (based on COSO) that allows businesses to proactively identify key areas of process and control risk (financial, operational and compliance), prioritizing and allocating resources for improvement
- Performed and supervised special projects at the request of Board Members, C-Suite and Division Management, driving strategic business initiatives and/or addressing high risk areas of concern (e.g., Sustainability, Third Party Governance and Compliance Reviews, SAP/Oracle implementations, targeted forensic investigations).
- Directed the planning and execution of Corporate and North American financial and operational audits, and peer reviewed International and IT audits, ensuring appropriate audit ratings based on substantiated audit findings.
- Coordinated with external auditors to continually increase reliance on Corporate Audit's testing to reduce audit fees.
- Managed the career path and development of Audit Directors (4) and Process and IT Team Members (25), building critical skills and successfully exporting talent across PepsiCo Corporate and Global Business Divisions.

ALLIED DOMECQ — Westport, CT

Vice President – Group Risk Management and Audit Services, Americas — 2004 – 2005

Partnered with Senior Management across the Americas ensuring key risks were being adequately addressed by the design, development and execution of pragmatic and effective risk management and control solutions for this $6B Wines & Spirits Company.

ACCENTURE — New York, NY

SENIOR MANAGER – HEALTH & LIFE SCIENCES PRACTICE — 1998-2002

Collaborated with Executive Management and Government Agencies providing value-add business advisory services on behalf of this $27B Management Consulting Firm.

- Partnered with VPs of Compliance and Multi-Source Manufacturing to develop a Quality Plan for all global operations under FDA Consent Decree.
- Conducted a comprehensive audit of supply chain and quality organization structure and governance processes paramount to the continued viability of two organizations under FDA scrutiny.
- Identified and prioritized Business Improvement Projects and operational issues for a bio-tech company struggling with regulatory and financial viability.
- Led the overall organization and execution of a $65 million dollar client start up and a 150 person Accenture/client team.
- Coordinated the design, plan and execution phases of an SAP, and "bolt-on" technology, System and User Acceptance Test.

BRISTOL MYERS SQUIBB – NEW YORK, NEW YORK — 1990-1998

Global Supply Chain Management - Associate Director/Project Lead – SAP/i2/Manugistics US & European Implementations:

- Implemented Demand Planning re-designed processes and supporting systems, resulting in $30 million in annual savings through improved forecast accuracy, safety stock rationalization and improved distribution requirements planning. (Europe/USA)
- Managed a $250 million global supply chain budget and identified and quantified areas of expected improvement opportunity in the development of a $100 million Demand Planning Business Case, with a 64% ROI for the Company. (USA/Europe)
- Developed, implemented and maintained the Global Materials Management network to ensure planning personnel could respond quickly to changing customer needs.
- Core Team member responsible for implementing end-to-end pipeline management strategy, resulting in savings to the Company in excess of $150 million. (Europe, USA).

Corporate Audit Group, Senior Auditor: Planned and supervised multi-national teams in the execution of financial, operational and information technology audits and special projects worldwide. (Europe, Africa, Asia, USA)

PRICEWATERHOUSE COOPERS (formerly COOPERS & LYBRAND) – NEW YORK, NEW YORK — 1987-1990

Senior Auditor: Budgeted, planned and supervised financial audit teams across a diverse client base. Prepared and presented consolidated financial statements, management advisory letters, and internal control comments for presentation to Corporate Directors and Officers.

EDUCATION & CERTIFICATIONS

- SIENA COLLEGE, LOUDONVILLE, NEW YORK: BBA, ACCOUNTING
- CERTIFIED PUBLIC ACCOUNTANT – NEW YORK

AREAS OF FUNCTIONAL EXPERTISE:

- Cross Department, Function and Geographical Collaboration and Communications
- Strategic, Financial and Operational Planning and Analysis
- Management, Board of Directors and Audit Committee Presentations
- Strategic and Operational Change Management
- Global, National and Functional Risk Management
- Third Party Risk, Governance and Compliance
- Project and Program Management
- Process Design, Performance and Productivity Improvement
- Talent Recruitment, Development and Retention
- Financial, Operational, Compliance, IT and ACL Audit
- Investigations of Violations, including Fraud
- Forensic Analysis and Expert Witness Testimony
- Sustainability Risk, Governance and Reporting Processes: (Environmental, Human, Talent)
- Supply Chain Optimization and Analysis
- FASB, IFRS, GAAP, SOX, cGMP and FCPA Compliance
- SAP, Oracle, Hyperion
- System Design, Implementation and Test

Hoffman, Candice

From:	Figueroa, Jackie
Sent:	Thursday, September 29, 2022 8:16 AM
To:	Hoffman, Candice
Subject:	FW: Request for Consideration: Warren County Administrator Position Application
Attachments:	Warren County Administrator Cover Letter.9.29.22.pdf; WC Administrator Application.pdf; CV NORTON RESUME.AUG.2022.pdf

From: Christine Norton <christine.v.norton@gmail.com>
Sent: Thursday, September 29, 2022 12:35 AM
To: Figueroa, Jackie <figueroaj@warrencountyny.gov>; townofchestersuper@gmail.com; Allen, Amanda <allena@warrencountyny.gov>
Cc: Geraghty, Kevin <Kevin.Geraghty@TownOfWarrensburg.net>; Thomas, Frank <tscsupvr@frontier.com>
Subject: Request for Consideration: Warren County Administrator Position Application

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Hello, my name is Christine Norton and I am a Finance (CPA), Process Improvement, and Governance, Risk Management & Compliance professional, in the Assurance/Audit and Advisory/Consulting space, with 25+ years of experience with some of Corporate America's top Companies: MasterCard, PepsiCo, Accenture, Bristol Myers Squibb and PriceWaterhouseCoopers.

I have recently returned to the area (Queensbury High School, Suny Adirondack and Siena graduate/alumni) and was told that Warren County was still accepting applications for the County Administrator position. However, when I went to submit my application earlier today (previously completed on 8.22.22), I could not find the job posting.

As I was not able to submit my application online, please find the following required documents attached:

1. Cover Letter
2. Warren County Administrator Job Application, and my
3. Resume

Thank you in advance for your consideration of this request.

If you are still considering applicants for the position, I hope to hear from you soon.

Best Regards,

Christine Norton
--
Christine V. Norton, CPA
Global Risk, Compliance and Advisory Professional
christine.v.norton@gmail.com
917.743.8882

CHRISTINE V. NORTON, CPA

4587 Lake Shore Drive • Bolton Landing, New York 12814 • 917.743.8882 • christine.v.norton@gmail.com

September 29, 2022

Warren County Department of Civil Service Administration
1340 State Route 9
Lake George, NY 12845
Attn: Ms. Jackie Figueroa, Department of Human Resources &
Mr. Craig Leggett, Town of Chester Supervisor & Acting Warren County Administrator

Dear Ms. Figueroa & Mr. Leggett:

While I initially completed the application for the Warren County Administrator earlier this year, it wasn't until my participation in this week's ARPA Committee meeting (9/27/22) that I was inspired to submit it, for formal consideration today, as I believe I could leverage my previous experience to add real value to the Board in this capacity.

A little bit about me...I was raised here. I am a Queensbury High School, Adirondack Community College and Siena graduate/alumni. I worked my way through college at many of the establishments that still exist in the community today and I am an avid Adirondack outdoor enthusiast, whether boating, biking, hiking or skiing.

While I have enjoyed a wonderful corporate career, I am thrilled to be back in the area and would like to leverage my skillset to the greatest extent possible...and what better way than to serve the individuals and businesses that helped shape the successful professional that I am today...and help pay it forward, and back!

In summary, I am a Finance (CPA), Process Improvement, and Governance, Risk Management & Compliance (GRC) professional, in the Assurance/Audit & Advisory/Consulting space, with 25+ years of experience with some of Corporate America's top Companies: MasterCard, PepsiCo, Accenture, Bristol Myers Squibb and PricewaterhouseCoopers.

Key functional areas of experience that I could leverage to ensure my success in the Warren County Administrator position include:

- Cross Department and Functional Collaboration and Communications
- Strategic, Financial and Operational Planning & Analysis (budgeting, forecasting, variance analysis)
- Project and Program Management
- Process Design, Performance and Productivity Improvement
- Strategic and Operational Change Management
- Functional Risk Management
- Third Party Risk, Governance and Compliance
- Talent Recruitment, Development and Retention
- Financial, Operational, Compliance, IT and ACL Audit
- Investigations of Violations, including Fraud
- Forensic Analysis and Expert Witness Testimony
- Sustainability Risk, Governance and Reporting Processes: (Environmental, Human, Talent)
- Supply Chain Optimization and Analysis
- FASB, IFRS, GAAP, SOX, cGMP and FCPA Compliance
- SAP, Oracle, Hyperion
- System Design, Implementation and Test

Thank you in advance for your consideration of my submission for the Warren County Administrator position. I look forward to hearing from you soon!

Best Regards,

Christine V. Norton

CHRISTINE V. NORTON, CPA

PO Box 192 • Bolton Landing, New York 12814 • 917.743.8882 • christine.v.norton@gmail.com

SUMMARY

An experienced *GLOBAL Executive and Leader* with extensive experience in: Risk and Compliance Management, Advisory Services, and Financial and Forensic Analysis, in the Pharmaceutical, Technology and Consumer Product industries. Proven record partnering with Business Owners, Board of Directors/C-Suite, and Corporate and Division Management in building, collaborating and leading teams and alliances, across complex and changing organizations; delivering effective financial, risk management and audit solutions, value add business advisory services and strategic initiatives worldwide.

MASTERCARD • PEPSICO • ACCENTURE • BRISTOL MYERS SQUIBB • PRICEWATERHOUSE COOPERS

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Vice President – Group Risk Management and Audit Services, Americas — 2004 – 2005

Partnered with Senior Management across the Americas ensuring key risks were being adequately addressed by the design, development and execution of pragmatic and effective risk management and control solutions for this $6B Wines & Spirits Company.

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PRICEWATERHOUSE COOPERS (formerly COOPERS & LYBRAND) – NEW YORK, NEW YORK — 1987-1990

Senior Auditor: Budgeted, planned and supervised financial audit teams across a diverse client base. Prepared and presented consolidated financial statements, management advisory letters, and internal control comments for presentation to Corporate Directors and Officers.

EDUCATION & CERTIFICATIONS

- SIENA COLLEGE, LOUDONVILLE, NEW YORK: BBA, ACCOUNTING
- CERTIFIED PUBLIC ACCOUNTANT – NEW YORK

AREAS OF FUNCTIONAL EXPERTISE:

- Cross Department, Function and Geographical Collaboration and Communications
- Strategic, Financial and Operational Planning and Analysis
- Management, Board of Directors and Audit Committee Presentations
- Strategic and Operational Change Management
- Global, National and Functional Risk Management
- Third Party Risk, Governance and Compliance
- Project and Program Management
- Process Design, Performance and Productivity Improvement
- Talent Recruitment, Development and Retention
- Financial, Operational, Compliance, IT and ACL Audit
- Investigations of Violations, including Fraud
- Forensic Analysis and Expert Witness Testimony
- Sustainability Risk, Governance and Reporting Processes: (Environmental, Human, Talent)
- Supply Chain Optimization and Analysis
- FASB, IFRS, GAAP, SOX, cGMP and FCPA Compliance
- SAP, Oracle, Hyperion
- System Design, Implementation and Test

NAME: Norton (LAST) Christine (FIRST) V (MIDDLE)

EDUCATION:

Do you have a **High School diploma?** ☑YES ☐NO
If **YES, NAME AND LOCATION OF HIGH SCHOOL:** Queensbury High School, Queensbury NY

Or, a High School Equivalency Diploma (GED)? ☐YES ☐NO
If **YES, GOVERNMENT AUTHORITY (GED) NUMBER:**

EDUCATION: (beyond high school)

Read the exam announcement for educational requirements, if any. If specialized coursework is required, attach a copy of your transcript or a list of the required courses and the number of credit hours you have completed.

INDICATE COLLEGE, UNIVERSITY, PROFESSIONAL or TECHNICAL SCHOOL(S) IN SPACE BELOW:	TOTAL CREDITS EARNED	TYPE OF DEGREE EARNED	MAJOR SUBJECT OR COURSE	DID YOU GRADUATE	DEGREE EXPECTED
NAME OF SCHOOL: SUNY Adirondack (formerly Adirondack Community College)	60	AS	Business Administration	☑YES ☐NO	MO YR 05 / 84
Address (City, State): Bay Road, Queensbury NY					
NAME OF SCHOOL: Siena College	60	BS	Business Administratior	☑YES ☐NO	MO YR 12 / 86
Address (City, State): Loudonville, NY					
NAME OF SCHOOL:				☐YES ☐NO	MO YR /
Address (City, State):					

IF REQUIRED FOR POSITION, LIST MOST RELEVANT COURSE WORK *(see announcement minimum qualifications)*:

NAME OF COURSE	DIVISION	CREDIT HRS.	NAME OF COURSE	DIVISION	CREDIT HRS.

LICENSES/CERTIFICATES OR OTHER AUTHORIZATIONS TO PRACTICE A SKILL, TRADE, OR PROFESSION:

Skill, Trade or Profession	License or Certificate Number	Issued by: (Name of City, State, or Agency)	License Dates (Mo/Day/Yr) From	To	Permanent From	To
Certified Public Accountant	068211-1	NYS Education Deptartment	1990	Current		

Driver's License (Complete only if the position for which you are applying requires one.) Number: _____ State: _____
Date of Expiration: _____ Class of License: _____ Endorsements: _____ Restrictions: _____

NAME: Norton (LAST) Christine (FIRST) V (MIDDLE)

EXPERIENCE: Carefully read the minimum qualifications for the position/exam for which you are applying. Fee(s) will not be refunded if you do not meet the minimum qualifications. List below all relevant work experience. A resume is not a substitute. Be more specific in describing your work experiences relating to the minimum qualifications. You are responsible for submitting an accurate, adequate and clear description of your experience. Paid part-time experience will be prorated unless otherwise stated on the announcement. Verified and documented volunteer (unpaid) experience will only be credited when specifically allowed by the job posting or exam announcement. If more space is needed, attach 8 ½ x 11 sheets of paper. Sheets must contain **all** information as requested on this form. (E.g. number of hours worked per week, dates of employment, etc.)

LENGTH OF EMPLOYMENT Month/Year to Month/Year	EMPLOYER	ADDRESS	CITY, STATE, ZIP CODE
2015 to Current	ADK Advisors	PO Box 192	Bolton Landing, NY 12814

HOURS WORKED PER WEEK: 32-60	DUTIES: Collaborating on, developing & implementing strategic & annual operating plans & budge
YOUR TITLE: Consultant	Monitoring $150M budget to actual spend, explaining variances, identifing opportunities
TYPE OF BUSINESS: Management Consulting Business	Collaborating, prioritizing and executing operational objectives across multiple functions
NAME AND TITLE OF SUPERVISOR: Self as Self-Employed	Process optimization & transformation across multiple financial & operational departments
REASON FOR LEAVING: Not Leaving	Implemented C-suite and Board Of Director (BOD) directives

LENGTH OF EMPLOYMENT Month/Year to Month/Year	EMPLOYER	ADDRESS	CITY, STATE, ZIP CODE
2012 to 2015	MasterCard	2000 Purchase Street	Purchase, NY 10577

HOURS WORKED PER WEEK: 40-60	DUTIES: Coordinated and collaborated on company-wide BOD risk management presentations
YOUR TITLE: Vice President Risk Management & Audit	Prepared and presented quarterly Audit & evolving Risk profile updates to the BOD
TYPE OF BUSINESS: Technology	Collaborated, developed & implemented Global strategic plans, annual op plans & budgets
NAME AND TITLE OF SUPERVISOR: Andrea Forster (Retired)	Directed risk based advisory services & audits in line with annual plan & changing BOD prio
REASON FOR LEAVING: Moved home to address family illness	Audit & Risk Management process optimization, implementation & continuous improvement

LENGTH OF EMPLOYMENT Month/Year to Month/Year	EMPLOYER	ADDRESS	CITY, STATE, ZIP CODE
2005 to 2012	PepsiCo	700 Anderson Hill Road	Purchase, NY 10577

HOURS WORKED PER WEEK: 40-60	DUTIES:
YOUR TITLE: Senior Director, North America Corporate Audit & Ri	Coordinated strategic, financial & operational planning, as well as Global Risk Assessment
TYPE OF BUSINESS: Fast Moving Consumer Products	Communicated & gained plan alignment across the business, Executive Mngmt & the BOD
NAME AND TITLE OF SUPERVISOR: Rob Mackay (retired)	Developed & implemented a control & risk framework, maturity model & methodology...
REASON FOR LEAVING: MasterCard Opportunity	...allowing businesses to proactively identify key areas of process and control risk

LENGTH OF EMPLOYMENT Month/Year to Month/Year	EMPLOYER	ADDRESS	CITY, STATE, ZIP CODE
1998 to 2002	Accenture	1350 6th Ave	NY NY 10019

HOURS WORKED PER WEEK: 40-60	DUTIES: Partnered with dept & executive management to develop a Quality Plan for all global ops
YOUR TITLE: Senior Manager: Life Science Practice	Conducted an audit of supply chain, quality organization structure & governance processes
TYPE OF BUSINESS: Management Consulting	Identified, prioritized & implemented Business Improvement Projects and operational issues
NAME AND TITLE OF SUPERVISOR: Jeff O'Keefe (now at Wells Fargo)	Organized and executed a $65 million dollar client start up and a 150 person team
REASON FOR LEAVING: Moved home after 911 Impact to regroup	Coordinated the design, plan and executed of an SAP implementation and related testing

NAME: Norton (LAST) Christine (FIRST) V (MIDDLE)

COMPLETE ALL QUESTIONS:

☐YES	☑NO	Were you ever discharged from any employment except for lack of work or funds, disability or medical condition?
☐YES	☑NO	Did you ever resign from any employment rather than face discharge?

*If you answered **(YES)** to any of these questions, you may provide details on a separate 8 ½ x 11 sheet of paper attached to this application.*
***Note** : None of the above is an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the duties and responsibilities of the position to which you are applying.*

BACKGROUND INVESTIGATION:

Applicants for certain positions may be required to undergo a State and national criminal history background investigation, which may include a fingerprint check, to determine suitability for appointment. Failure to meet the standards for the background investigation may result in disqualification.

COMPLETE THIS SECTION ONLY IF YOU QUALIFY TO HAVE THE EXAM FEE WAIVED:

Section 50.5(b) of the NYS Civil Service Law allows exam fees to be waived for candidates who certify that they are currently in one of the following categories. Please check box that applies to you:

- ☐ Unemployed and primarily responsible for support of a household
- ☐ Eligible to receive Medicaid
- ☐ Receiving Supplemental Security Income (SSI)
- ☐ Receiving Temporary Assistance for Needy Families (TANF)
- ☐ A certified eligible under the Workforce Investment Act (WIA)

I certify that I am qualified to receive an exam fee waiver because of my current status indicated above. I understand that my waiver claim may be investigated and that I may be disqualified from the civil service exam(s) if I make a false statement regarding my eligibility for the exam fee waiver.

Signature (if eligible) _____ **Date** _____

ALTERNATE TEST DATE:

If you cannot take the test on the announced test date, it may be possible for arrangements to be made for you to take the test on an alternate test date. If applicable, check the box below and attach supporting documentation with this application. In case of emergency, please notify this office the ***NEXT*** business day following the exam date. You will be required to submit documentation of your emergency.

☐Yes, I need an alternate test date and have attached a Request for Alternate Test Date form.

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION:

The information which you are providing on this application is being requested pursuant to Section 50.3 of the New York State Civil Service Law for the principal purpose of determining the eligibility of applicants to participate in the examination(s) for which they have applied. This information will be used in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e), and (f). Failure to provide this information may result in disapproval of the application. This information will be maintained by the Warren County Department of Civil Service.

STATEMENT:

I affirm under penalties of perjury that all statements made on this application, and any accompanying attachments are true and complete to the best of my knowledge. I understand that all statements made by me in conjunction with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I authorize Warren County to contact schools/colleges and former employers cited in this application or attachments in order to verify work record and/or educational credentials. I understand that acceptance of this application for employment by Warren County does not constitute or imply a commitment or willingness to offer employment to me in this or any other position.

Signature _____ **Date** 8/23/22

WARREN COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

It is the policy of Warren County to provide for and promote the equal opportunity of employment, compensation, and other terms and conditions of employment without discrimination because of age, race, color, religion, disability, national origin, gender, sex, sexual orientation, marital status, veteran or military service status, domestic violence victim status, genetic predisposition or carrier status, criminal or arrest record or any other category protected by law, unless based on a bona-fide occupational qualification or other exception.

INCIDENT #2025-25920
SUPPLEMENTAL
J.A. LAFARR
02/16/2026

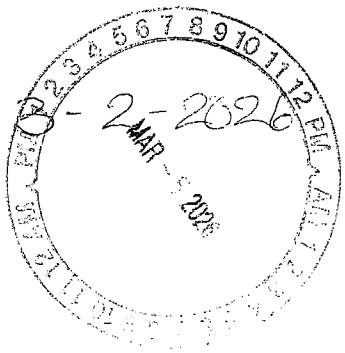
I received an inter-office mail envelope from Warren County Treasurer Christine Norton, though I do not know the specific date the inter-office mail was forwarded to the Sheriff's Office. The envelope contained six photocopied pages of a letter and envelope from Raszell Reeder, an inmate in the Mid-State Correctional Facility (DIN 94-A-6388). The photocopied letter, dated January 25, 2026, is addressed to the County Treasurer of Warren County N.Y. The writer of the letter states they have evidence that may be of value to this investigation.

The photocopied letter, envelope, and a photocopy of the inter-office mail envelope were forwarded to Investigative Sergeant Edward Affinito for review and investigation.

INCIDENT #2025-25920
SUPPLEMENTAL
J.A. LAFARR
03/06/2026

I received an inter-office mail envelope from Warren County Treasurer Christine Norton, though I do not know the specific date the inter-office mail was forwarded to the Sheriff's Office. The envelope contained four photocopied pages of a letter and envelope from Raszell Reeder, an inmate in the Mid-State Correctional Facility (DIN 94-A-6388). The photocopied letter is addressed to the Warren County Treasury Office. The writer of the letter states they have evidence that may be of value to this investigation.

The photocopied letter, envelope, and a photocopy of the inter-office mail envelope were forwarded to Investigative Sergeant Edward Affinito for review and investigation.



Warren County Treasury office

Emergency need alert Albany N.Y. federal bureau of investigations and Peckham Industries leaders and attorneys to write me. I have Videos, photos, license plates, documents, Secret Codes, to help apprehend Cyber attackers, their Cyber leadership. The Cyber organizations under one Cyber leadership Commit Cyber Crimes daily.

You will need Cyber specialists and Cyber experts that Know how to decode Secret alphabets and numbers Codes. Once you write me I'll provide you additional information. I'm Certain the government not given to you which must be important. An they not Securing the protection for Citizens and children of Warren County and Brewster County.

Be Certain Albany N.Y. FBI investigate me an Peckham Industries lawyers Want Videos an new evidence. They will see government Commit Cyber Crimes Without authorization. An they keeping Secret from them of the danger

Please write me Soon. The prison office Special investigations unit at Albany n.y and at facilities Completely have no Cyber training, Skills, or Communication. I only request a Federal Prosecutor, Federal Witness Protection Program, Peckham lawyers investigate

Thank You,

Raszell

18R

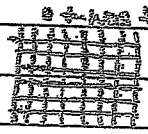
June 27th 2024 Tuesday

Written on Van Truck is Way Back . Licence 588 or 58 .
Emergency Communications written on Leftside of driver door .
Back of Leftside door written OEC . Back of Rightside door written Services 2 .

Truck leftside drivers door written Lily

Car Liscence 5874

Car Liscence 2061

Truck Back door Leftside 

over 10,000 Vehicles use Trucks, Cars, Vans, pickup trucks, jeeps, etc. On way back near prism School Children was in School Yard .

Number Licence plates sent to Congress .

MID-STATE CORRECTIONAL FACILITY
P.O. BOX 2500
MARCY, NEW YORK 13403

NAME: Raszell Reeder DIN: 94A6388
C2-32 cell

Mid - State
Correctional Facility

neopost
03/02/2026
US POSTAGE $000.74⁰

FIRST-CLASS MAIL
IMI

ZIP 13403
041L11251105

TO: Warren County Treasury Office
1340 US-9 N
Lake George N.Y. 12845

Legal Mail

1284583484 R003

Legal Mail

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
INCARCERATED INDIVIDUAL CORRESPONDENCE PROGRAM

NAME: Baszell Reeder DIN: 94A6388
C2-32 Cell

Printed On Recycled Paper

To

Treasurer

Sheriff - Jim Dolan

From

B+G

Treasurer - Christine Winters

Case Report

Detail

Agency: Warren County Sheriff's Office
Agency #: NY0560000

Print Date/Time: 08/07/2026 16:01

General Information

Case Number:	2025-00029520	**Reporting Officer:**	423 - Maille, Nicholas	**Reported Date/Time:**	12/23/2025 17:30
Location Formatted:	1340 State Rte 9, NY	**Location Common Name:**		**County:**	
Status:	Open	**Status Date:**	05/15/2026	**Disposition:**	
Disposition Date:		**Occurred Incident Type:**	Fraud	**Occurred From Date/Time:**	12/23/2025 12:30
Occurred To Date/Time:		**Scene Processed By:**		**Significant Event:**	
Campus Code:		**Exceptional Clearance:**		**Exceptional Clearance Date:**	

Assigned Personnel

Assigned Personnel:	423 - Maille, Nicholas	**Assigned By:**	245 - Affinito, Edward
Assignment Type:	Investigator	**Assignment Date/Time:**	05/15/2026 10:02
Assignment End Date/Time:		**Assignment Notes:**	

Solvability Factors

Solvability Factor:		**Total Solvability Factor:**	

Modus Operandi

Offenses

#	Statute Group	Group Agency	Crime Code	Statute	Description	Offense Date

Subjects

Number	Type	Name	Address	Contact Information	Race	Sex	DOB

Properties

#	Date	Type	Property Loss Type	Description	Name	Subject Role

Vehicles

Contributing Officers

Officer:	423 - Maille, Nicholas	**Supervisor:**	245 - Affinito, Edward	**Report Date/Time:**	08/07/2026 15:24
Report Type:	Primary	**Approving User:**			

Evidence

Status History

Case Status:	Open	**Status Date:**	05/15/2026	**Changed By:**	AffinitoE
Date/Time Changed:	05/15/2026 10:02				

Disposition History

Supplemental Information

Associated Arrest Records

Summary Narrative

Case Report

Detail

Agency: Warren County Sheriff's Office
Agency #: NY0560000

Print Date/Time: 08/07/2026 16:01

Report Narratives

Name: Supplemental (Follow-up) **Author:** 423 - Maille, Nicholas **Supervisor:** 245 - Affinito, Edward **Date Created:** 08/07/2026 15:56

Description:

On 08/05/2026 I received an e-mail correspondence from Warren County ADA Ben Smith. In this correspondence was an e-mail chain between himself and Nancy Moskaly who is an ADA for Ocmulgee Judicial Circuit in GA. She advised ADA Smith that their office will not be moving forward with prosecution in this case for Patricia Laster in their jurisdiction.

Outlook

FW: Warren County NY Fraud

From CAP Ben Smith <smithb@warrencountyny.gov>
Date Wed 8/5/2026 1:49 PM
To Maille, Nicholas R. <Nicholas.Maille@WarrenCountySheriffNY.us>; Affinito, Edward (Sheriff) <Edward.Affinito@WarrenCountySheriffNY.us>

You don't often get email from smithb@warrencountyny.gov. Learn why this is important

Warning: Unusual sender <smithb@warrencountyny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Per the conversation at MDT please see below.

Benjamin R. Smith
Assistant District Attorney
Warren County District Attorney's Office
1340 State Route 9
Lake George, NY 12845
Smithb@warrencountyny.gov
(518) 761-6405

From: Nancy Scott Moskaly <nmoskaly@pacga.org>
Sent: Monday, August 3, 2026 1:15 PM
To: Michael Burrell <cburrell@baldwinsheriff.com>; Smith, Ben <smithb@warrencountyny.gov>
Subject: Re: Warren County NY Fraud

You don't often get email from nmoskaly@pacga.org. Learn why this is important

Warning: Unusual sender <nmoskaly@pacga.org>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon. We will not be moving forward with prosecution in this case.

Nancy Scott Moskaly
Assistant District Attorney
Ocmulgee Judicial Circuit
121 N. Wilkinson Street, Suite 305
Milledgeville, GA 31061
478-445-5261
nmoskaly@pacga.org

Thank you for the call back this morning. I appreciate you forwarding the contact information for the prosecutor that is familiar with this matter.

Thank you again,

Ben

Benjamin R. Smith
Assistant District Attorney
Warren County District Attorney's Office
1340 State Route 9
Lake George, NY 12845
Smithb@warrencountyny.gov
(518) 761-6405

Confidentiality/Privilege Notice(Res 485 of 2024): This e-mail communication and any files transmitted with it contain privileged and confidential information from the County of Warren and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

ARROW BANK

ACH TRANSACTION DETAILS

ARROWBANK NATIONAL ASSOCIATION
250 Glen Street · PO Box 307
Glens Falls, NY 12801
(518) 793-4121 · arrowbank.com

January 26, 2026

Case No: 2025-570

Re: Warren County

ACH file 1: $2,132,480.23 credit submitted 12/12/25

- On 12/11/25 Warren County requested an ACH limit increase, but did not send the file by the deadline. Monica Stark at Waren County emailed Sabrina Brandow at Arrow Bank to request a temporary increase to the pre-approved limit. Sabrina Brandow at Arrow Bank called Monica Stark at Warren County to confirm the request.
- On 12/12/25 this ACH file was over the customer's pre-approved daily limit. The standard protocol is to contact the customer to discuss the limit. Sabrina Brandow at Arrow Bank called Warren County and spoke with Monica Stark and Ellen Rose.
- The ACH was flagged by fraud monitoring for having a new ACH recipient and the customer was called to verify. Tessa Murphy at Arrow Bank called Warren County and spoke with Monica Stark.

ACH file 2: $1,225,954.65 credit submitted 12/23/25

- On 12/22/25 this ACH file was submitted and was unbalanced. Lizz Ortiz at Arrow Bank called Warren County to advise that this file would not be processed and would need to be resubmitted as a balanced file.
- This ACH file was over the customer's pre-approved three-day exposure limit. The standard protocol is to contact the customer to discuss the limit. Sabrina Brandow at Arrow Bank called Warren County and spoke with Monica Stark.
- The ACH was flagged by fraud monitoring for having a new ACH recipient and the customer was called to verify. Lizz Ortiz at Arrow Bank called Warren County and spoke with Monica Stark and Ellen Rose.

ARROWBANK NATIONAL ASSOCIATION
250 Glen Street · PO Box 307
Glens Falls, NY 12801
(518) 793-4121 · arrowbank.com

ACH file 3: $1,225,954.65 debit submitted 12/23/25

- This is a reversal file attempting to recover the funds from the fraudulent file processed earlier in the day.
- This ACH file was over the customer's pre-approved daily limit and three-day exposure limit. The standard protocol is to contact the customer to discuss the limit. The customer was not called about this overage because the purpose and validity of the reversal file was previously communicated to the bank when Monica Stark from Warren County made an inbound call to Arrow Bank and spoke with Sabrina Brandow and Alyssa Micheli.
- This ACH was returned on 12/29/25.

Additional Communication:

- 12/23/25: Arleen Girard communicated several times with Monica Stark and Christine Norton on inbound and outbound phone calls.
    - Confirmed the ACH reversal file was sent for the $1,225,954.65 file. Stated there was no guarantee the receiving bank will accept the reversal and could take several days for a response.
    - Advised County to file police report with NYS Police and submit IC3 form at IC3.com.
    - Stated Arrow Bank's Fraud Department contacted the receiving bank to notify them of the ACH transaction going to a fraudulent account.
- 12/24 – 12/31: Arleen Girard received several calls from County Treasurer, County Attorney, County Under Sherrif and County Investigators with questions regarding the ACH process, approvals, and protocols.

ARROWBANK
NATIONAL ASSOCIATION

250 Glen Street · PO Box 307
Glens Falls, NY 12801
(518) 793-4121 · arrowbank.com

January 26, 2026

Case No: 2025-570

Re: Warren County

Enclosed, please find the requested Financial Records for the above mentioned. Please contact our financial institution if anything further is required in connection to this request.

Sincerely,

Deposit Operations
(518) 415-4340

WARREN COUNTY TREASURER'S OFFICE

DEPOSITIONS
SOCIAL MEDIA
MISCELLANEOUS

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Christine V Norton, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6379; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am currently employed as the Treasurer for Warren County a position I have held since 01/02/2024. On today's date 12/23/2025 at approximately 12:43 P.M I received a text message from my Deputy Treasurer Monica Stark stating that we needed to talk ASAP and that there was an issue. I arrived at the office around 1:00 P.M. I then spoke with Monica who told me that we had an issue with a $2,132,480.23 ACH for Peckham Industries who is one of our DPW vendors. She stated that she had processed this on 12/12/2025 and that Dan Donahue (Warren CountyAccountant) had shown her how to do it. At this point Monica thought that this ACH had been approved through the normal DPW and through the Audit Dept and that we were the final step in making the payment. Neither Monica nor Dan Donahue had questioned the validity of the ACH request because they had already thought that it had gone through the approval process. Monica had told me that Peckham Industries had called today and were looking for their $2,132,480.23 Million check. Monica had told them that it had already been paid via ACH. Peckham's had told her that they had not received it nor did they request this to be paid by ACH. Monica then told me that she had validated through our bank accounts that the $2,132,480.23 Million was paid via our account through the ACH. We then received a call from Arlene Girard from Arrow Bank and she told me that they had followed the ACH/Nacha guidlines for the ACH network. Due to this being a potential fraud Arrow told Monica to request a reversal of the ACH. I then found out that Carla Sherman (Warren County Auditor) and Larry Elman (County Attorney) were looking to meet with me. I then called Larry and Carla immediately. Larry did not answer his work phone so then I called his secretary and then called his cell phone and was able to reach him. I told Larry that I am just getting briefed of the details of this incident with the ACH for Peckhams. I told Larry that we were doing everything with Arrow Bank in regards to this including filing the IC3 with the FBI and contacting the New York State Police. Larry asked me if anyone had contacted the Warren County Sheriff's Office and I told him that we had not and were told to contact the FBI and the New York State Police at the advisement of Arrow Bank. Larry stated this should be fine as long as the correct authorities had been contacted.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials

12/23/25 — Date

INV NR 12/23 — Witness

Signature

P-23 10/23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I then pulled in my employees in the Treasurer's Dept and we began looking into seeing how this happened and what went wrong. I then received a message at 5:07 P.M from the Warren County Administrator John Taflan that he had contacted the Warren County Sheriff's Office and that they would be sending out and Investigator to speak with me.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials

10/23/25 Date

Witness

Signature

P-21 10/23

SUPPORTING DEPOSITION (CPL § 100.20)

THE PEOPLE OF THE STATE OF NEW YORK
VS

_____

_____
DEFENDANT(S)

LOCATION OF INCIDENT:
STATE OF NEW YORK, LOCAL CRIMINAL COURT
COUNTY OF WARREN
TOWN OF LAKE GEORGE

LOCATION OF DEPOSITION:
STATE OF NEW YORK
COUNTY OF ALBANY
TOWN OF COLONIE

On DATE: 01/30/26 at TIME STARTED: 12:04 ☐ AM ☒ PM I, FULL NAME: CHRISTINE V. NORTON

STATE THE FOLLOWING:

I am speaking with Investigator Joseph S. Montagnola with the New York State Police, Cyber Analysis Unit, Special Agent Andrew Braley with FBI Albany, and John Griffin, Senior Intelligence Analyst with New York State Police, Cyber Analysis Unit, in the presence of my attorney Kevin Luibrand, Esq. at Mr. Luibrand's office located at 950 New Loudon Road, Suite 270, Latham, New York regarding an ACH fraud incident that occurred with Warren County. I am the Treasurer and Chief Fiscal Officer for Warren County, taking office on 01/02/2024. It is an elected position.

I am a CPA. There is no formal requirements for my position since it is an elected position.

With regards to the general payment process for the county, it is a three step process. 1. The individual department head will review invoices to determine if they are within the budget and scope of work, and there will be two sign-offs on approval of the invoice at the department level. 2. County Auditor checks contracts and supporting documents vis-à-vis the invoice(s) and approves same. 3 The Treasurer's Office receives the approval from the auditor in the form of an "audit" batch sheet with the details of amount owed, and then the Treasurer's Office remits payment. The foregoing applies to check payments. With regards to ACH payments there is a fourth step of remittance of electronic funds transfers in a separate batch.

Departments are in charge of ensuring invoices/payment requests are in the scope of work. The Treasurer's Office makes no determination as to the validity of the scope of work.

In general, my office has dealt with check fraud in the past, but no ACH/wire transfer fraud. I am not aware of any county network intrusions prior to the incident at issue.

NOTICE
(Penal Law Sec. 210.45)
In a written instrument, any person who knowingly makes a false statement which such person does not believe to be true has committed a crime under the laws of the state of New York punishable as a Class A Misdemeanor.

Affirmed under penalty of perjury
this _____ day of MONTH , 20 ____

- or -

*Subscribed and Sworn to before me
this _____ day of _____ , 20 ____

* This form need be sworn to only when specifically required by the court.

(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) Investigator Joseph S. Montagnola #3491

TIME ENDED 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION) Investigator Joseph S. Montagnola #3491

THE PEOPLE OF THE STATE OF NEW YORK VS. _____
DEFENDANT(S)

The ACH web form was put up by the prior Deputy Treasurer and was live/in production at the time the purported vendor, Peckham, submitted the ACH web form request on 11/13/2025. The website form was put up sometime in May 2025. The web form is for a change of payment, not for recurring use when the vendor has an already established payment channel. The generation of email notifications by a web form submission did not change from May 2025 when it went live until the 11/13/2025 submission by the fraudster.

We have had consistent ACH remittances to government-related expenses such as worker's compensation, utilities, payroll, retirement, etc. for decades.

The reason for an attempt to switch to ACH payments for vendors was to curtail check fraud and because vendors were asking to switch to ACH, for example HP and Microsoft.

Contract and payment amounts are subject to FOIL and available to the public upon request. FOIL responses are issued quarterly. FOIL requests come to the county Records officer who then sends to the Treasurer's office those FOIL requests that the Treasurer would have the applicable infomation. My accountant and Deputy Treasurer handle the FOIL responses. There were no strange FOIL requests surrounding the time frame of the fraudster's web form submittal or FOIL requests referencing Peckham.

The submittal of the 11/13/2025 web form was the second submittal through the web format. The first submittal having been in May of 2025 when a vendor, Rove Marketing, at the direction of Warren County's Tourism Department submitted an ACH request. Ultimately, no ACH remittal of payment occurred to that vendor due to regulations because of the vendor's location in Canada. The ACH was initiated, but returned by the bank for the foregoing reasons. Prior to May of 2025 there had been discussions regarding two other vendors wanting to switch to ACH, one from the IT Department for HP and another from the Department of Health, but no submittals were submitted to the web form. There were no other web form submissions by "Peckham."

The web form in and of itself does not constitue final approval of a change of payment. The responsible department head would have to further confirm the request by contacting their vendor contacts to provision the vendor of ACH payments. I am unsure of the form had banking information fields as of December 2025 because I did not see the web form until December 23, 2025.

CVN

The timeline surrounding the 11/13/2025 ACH web form submittal by the fraudster posing as Peckham as follows:

1. Call to the Ellen Rose, AP clerk, from call on or before said date inquiring as to ACH payments for Peckham
2. AP clerk goes to the accountant (who was previously trained by former Deputy Treasurer) who told the AP clerk to advise the requestor to go back to the department head-i.e., DPW for approval and submission of the ACH form
3. AP clerk sent the requestor the information for the web link
4. AP clerk advised auditor to be on the lookout for Peckham's paymentas Peckham was switching to ACH form check and it would needed to be processed in a separate ACH batch
5. Web form is submitted by the requestor

CVN

NOTICE
(Penal Law Sec. 210.45)
In a written instrument, any person who knowingly makes a false statement which such person does not believe to be true has committed a crime under the laws of the state of New York punishable as a Class A Misdemeanor.

CVN

Affirmed under penalty of perjury
this _____ day of _____, 20 ____
- or -
*Subscribed and Sworn to before me
this _____ day of _____, 20 ____

(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

(WITNESS) B3441

TIME ENDED 3:38 ☐ AM ☒ PM

(NAME OF PERSON TAKING DEPOSITION) B3441

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THE PEOPLE OF THE STATE OF NEW YORK VS. _____
DEFENDANT(S)

6. Completed Web form comes back to Treasurer's Office for change payment/banking information. When the web form was submitted, it was sent to Rob Lynch (former Deputy Treasurer who is no longer with the County); Claudia Mundell (clerk in the Treasurer's front office); to the the AP clerk; to Kim Smith, who is in the Treasurer's front office. The new Deputy Treasurer was not copied, but that was changed to include her afterwards.
7. The auditor notifed DPW of the change of Peckham from check to ACH. The auditor advised DPW had to remove the checks from the check batch and the three outstanding invoices due at the time the 11/13/2025 ACH web form submittal to be resubmitted for the separate ACH batch.
8. The DPW separated the check payments and put the Peckham payment into the ACH batch
9. DPW had to approve the ACH batch for the Peckham payment
10. DPW notified the auditor of its Peckham approval for ACH puirpsoes
11. The auditor notifed the AP clerk of the approvals for ACH paymnet purposes.
12. The Treasurer subsequently sent roughly $2.1 million ACH payment to Peckham on 12/15 13. The Treasurer sent a roughly $1.2 million ACH payment to Peckham on 12/23
14. On 12/23, the Deputy Treasurer reversed the second payment when she becmae aware that Peckham had not recived the first payment

There were no other phone requests, generally, regarding the ACH web portal. My understanding is the fraudster referenced exact amounts owed to Peckham on the phone call to the AP clerk.

With regards to ACH payments in general, there were no policy documentation, but there were documented workflows (hand-written or typed) for long-standing accounts payable like government, utilites, as set forth above.

The accountant was training my deputy treasureron changing payment methods from paper to ACH payments at the time of the fraudster's submittal.

Peckham has always been paid by check and no ACH payment change had been provisioned prior to the fraudster's web form submittal on 11/13/2025.

Peckham has informed me after the fraud that it issued a fraud alert to the County on July 21, 2025 informing the county that it had had customers subjected to fraud in payments with Peckham and to validate payment changes, but I was never provided a copy of same. Peckham informed me after the fraud that it had sent the fraud alert to every single one of their customers via snail mail and email. The two people who received the Peckham alert for Warren County were the finance clerk, Anna Kocsis, and chief engineer , Ed Doughny, for DPW. The county Board Chairman informed me that there was a copy of the fraud alert sent to his secretary and she printed it and gave hom a copy. The Treasurer's Office was not provided notice of this fraud alert. The first time I was made aware of it was on December 24, 2025.

I am more than willing to continue to cooperate with the New York State Police and FBI in further investigation of the payment fraud at issue.

CVN

NOTICE
(Penal Law Sec. 210.45)
In a written instrument, any person who knowingly makes a false statement which such person does not believe to be true has committed a crime under the laws of the state of New York punishable as a Class A Misdemeanor.

Affirmed under penalty of perjury
this _____ day of _____, 20 ____
- or -
*Subscribed and Sworn to before me
this _____ day of _____, 20 ____

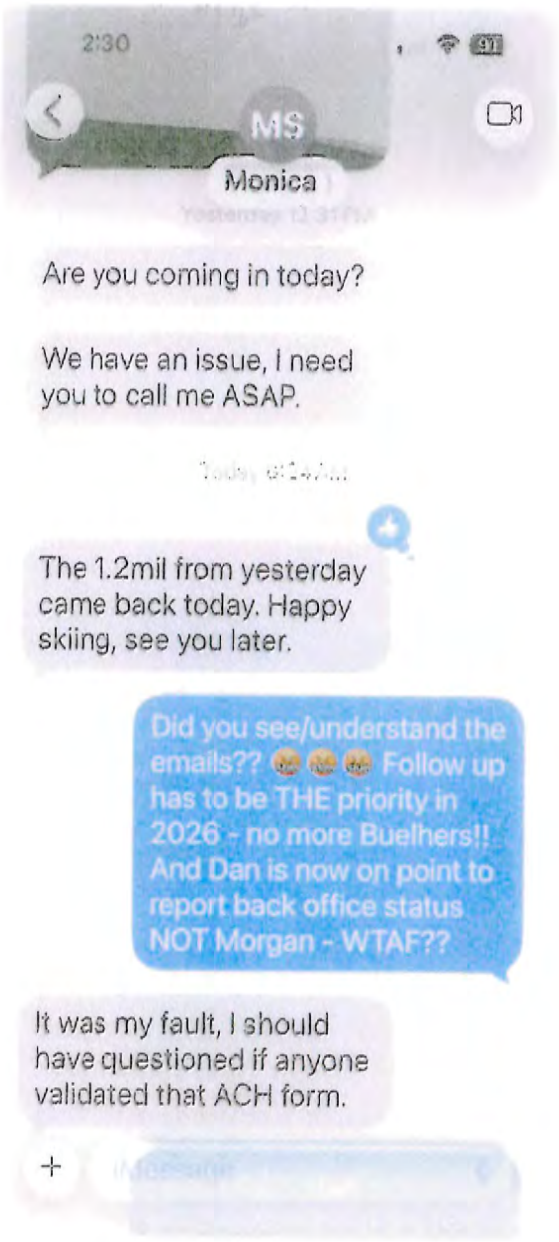
(SIGNATURE OF DEPONENT) – CHRISTINE V. NORTON (10/29/1964)

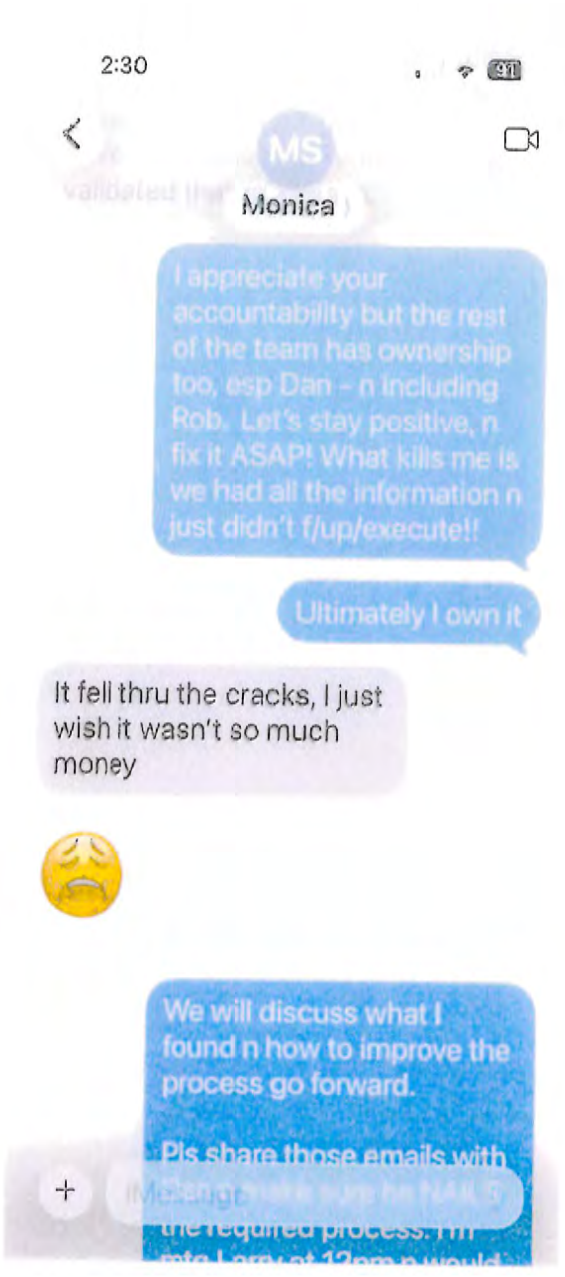
(WITNESS) Trooper Joseph S. McLaughlin #2491

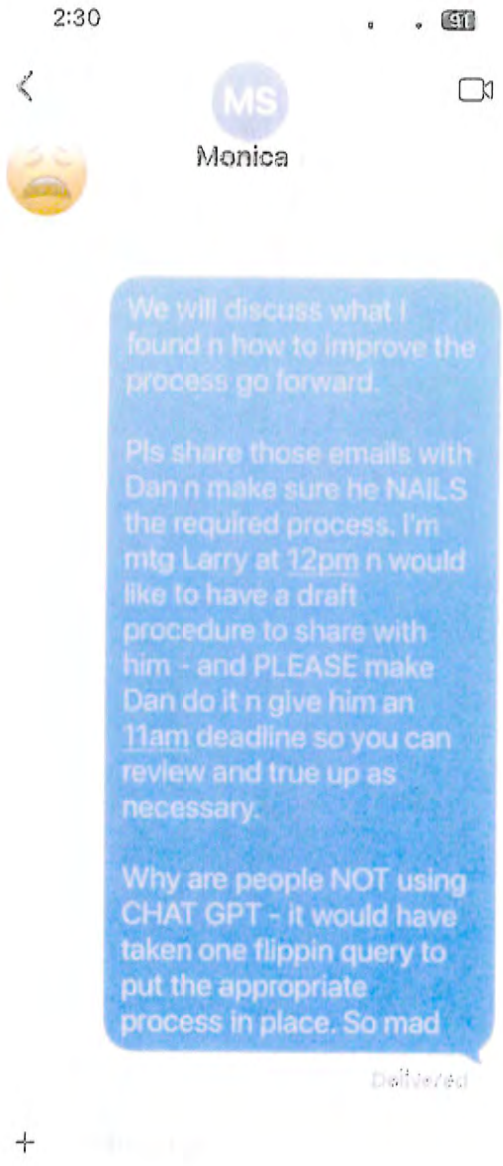
TIME ENDED 3:38 ☐ AM ☒ PM

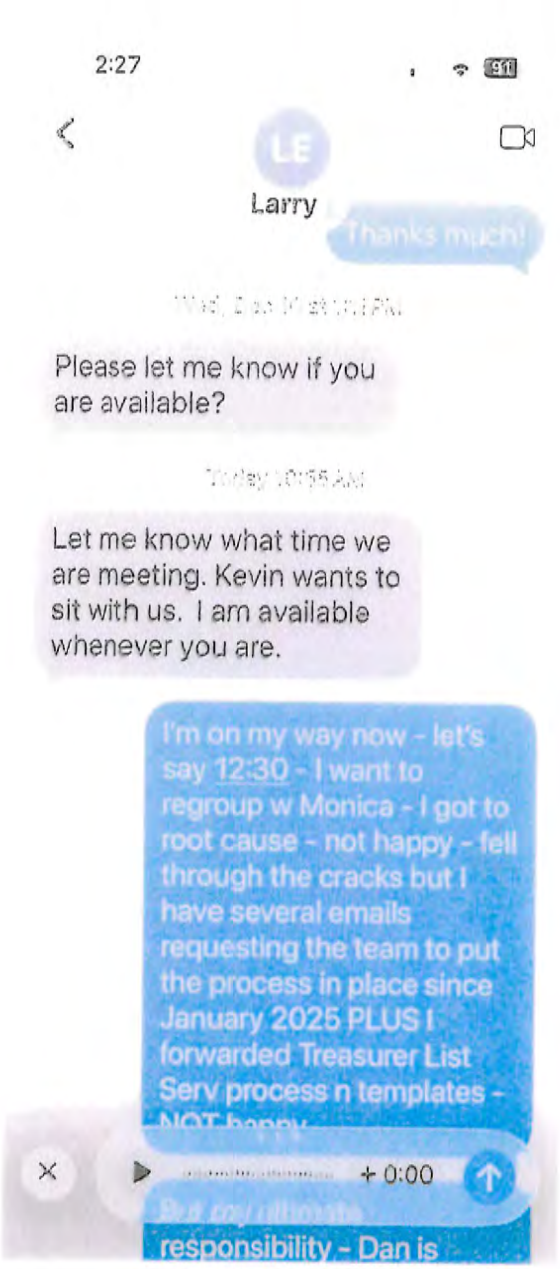
(NAME OF PERSON TAKING DEPOSITION)

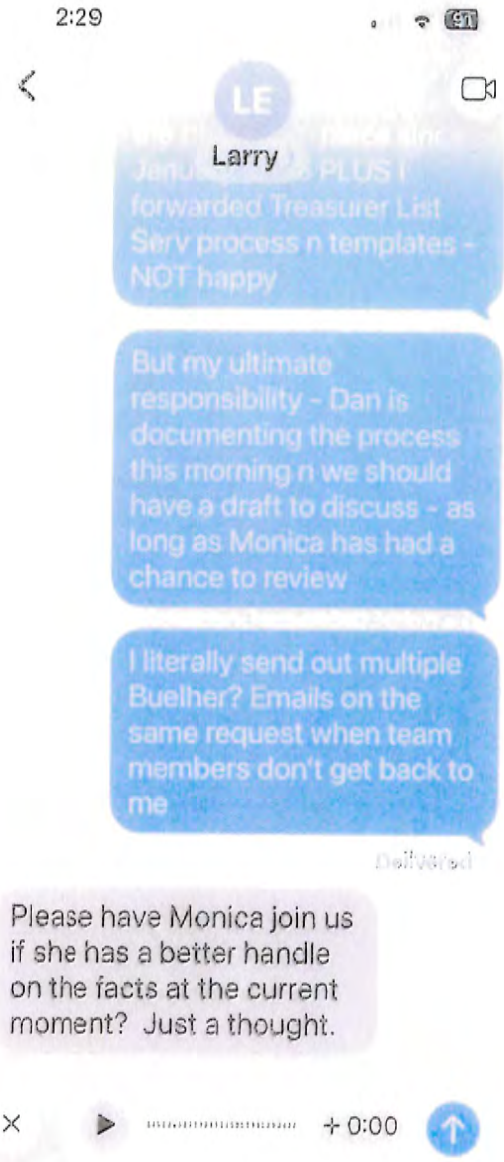
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2:30
MS
Monica
Are you coming in today?
We have an issue, I need you to call me ASAP.
The 1.2mil from yesterday came back today. Happy skiing, see you later.
Did you see/understand the emails?? Follow up has to be THE priority in 2026 - no more Buelhers!! And Dan is now on point to report back office status NOT Morgan - WTAF??
It was my fault, I should have questioned if anyone validated that ACH form.


2:30
MS
Monica
I appreciate your accountability but the rest of the team has ownership too, esp Dan - n including Rob. Let's stay positive, n fix it ASAP! What kills me is we had all the information n just didn't f/up/execute!!
Ultimately I own it
It fell thru the cracks, I just wish it wasn't so much money
We will discuss what I found n how to improve the process go forward.
Pls share those emails with


2:30
MS
Monica
We will discuss what I found n how to improve the process go forward.
Pls share those emails with Dan n make sure he NAILS the required process. I'm mtg Larry at 12pm n would like to have a draft procedure to share with him - and PLEASE make Dan do it n give him an 11am deadline so you can review and true up as necessary.
Why are people NOT using CHAT GPT - it would have taken one flippin query to put the appropriate process in place. So mad
Delivered


2:27
LE
Larry
Thanks much!
Please let me know if you are available?
Let me know what time we are meeting. Kevin wants to sit with us. I am available whenever you are.
I'm on my way now - let's say 12:30 - I want to regroup w Monica - I got to root cause - not happy - fell through the cracks but I have several emails requesting the team to put the process in place since January 2025 PLUS I forwarded Treasurer List Serv process n templates -
+ 0:00
responsibility - Dan is


2:29
LE
Larry
forwarded Treasurer List Serv process n templates - NOT happy
But my ultimate responsibility - Dan is documenting the process this morning n we should have a draft to discuss - as long as Monica has had a chance to review
I literally send out multiple Buelher? Emails on the same request when team members don't get back to me
Delivered
Please have Monica join us if she has a better handle on the facts at the current moment? Just a thought.
0:00

2:30

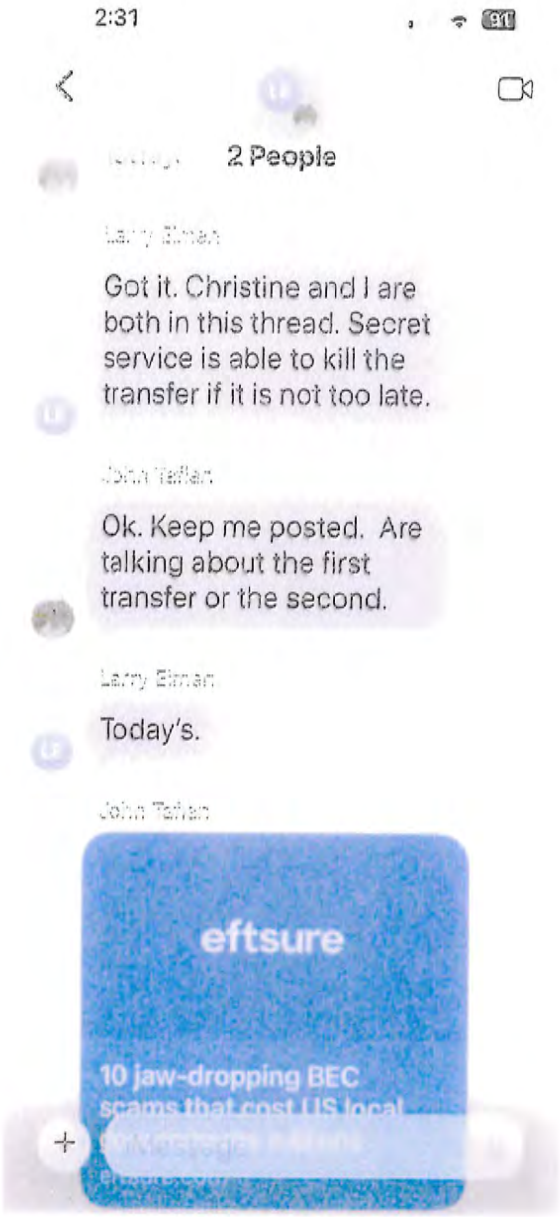
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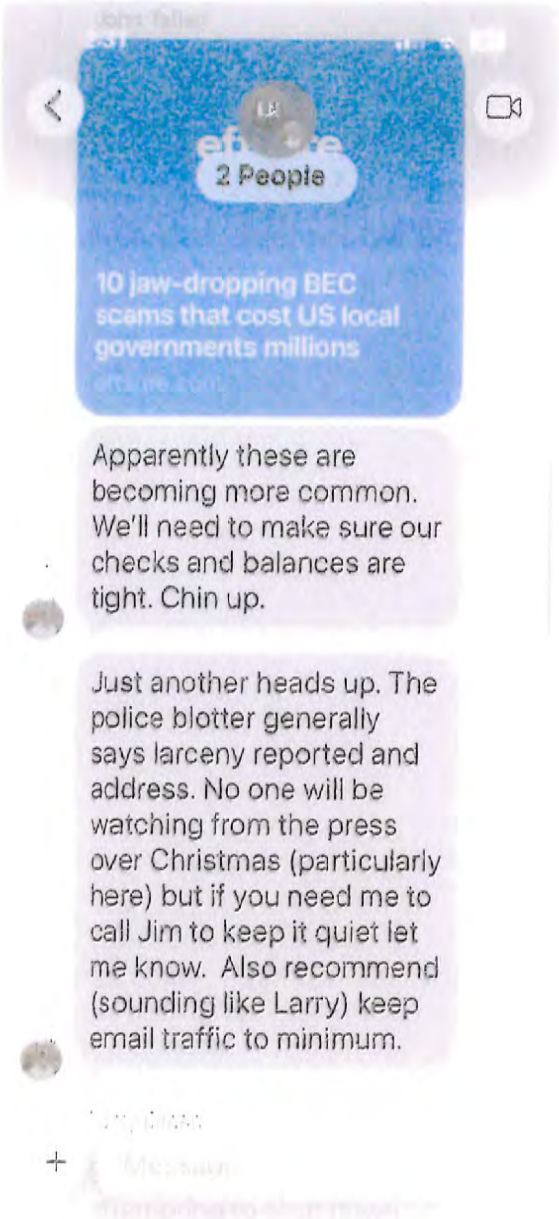
2 People

My buddy at DOJ called FDIC, who is referring me to the secret service. Please send me the wire info ASAP! Thanks.

Let's please also file a report with the sheriff today. The last thing we want is amateur sleuths in Treas and it snooping around. It's theft pure and simple. Apparently Peckham warned us about this last July. Not sure who it went to. Let me know when we have filed a report today.

Got it. Christine and I are both in this thread. Secret


2:31
2 People
Got it. Christine and I are both in this thread. Secret service is able to kill the transfer if it is not too late.
Ok. Keep me posted. Are talking about the first transfer or the second.
Today's.
eftsure
10 jaw-dropping BEC


2 People
10 jaw-dropping BEC scams that cost US local governments millions
Apparently these are becoming more common. We'll need to make sure our checks and balances are tight. Chin up.
Just another heads up. The police blotter generally says larceny reported and address. No one will be watching from the press over Christmas (particularly here) but if you need me to call Jim to keep it quiet let me know. Also recommend (sounding like Larry) keep email traffic to minimum.

2:31

2 People

Secret Service is attempting to shut down the transfer. We will know by 4:00 if it worked.

John Tallan

Ok

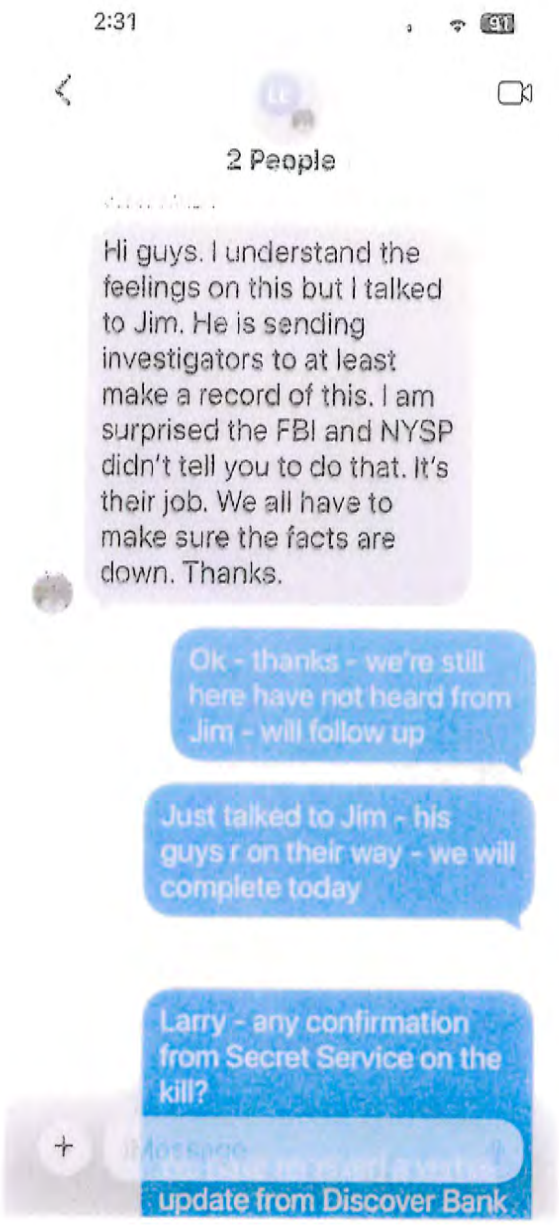
Larry Elmen

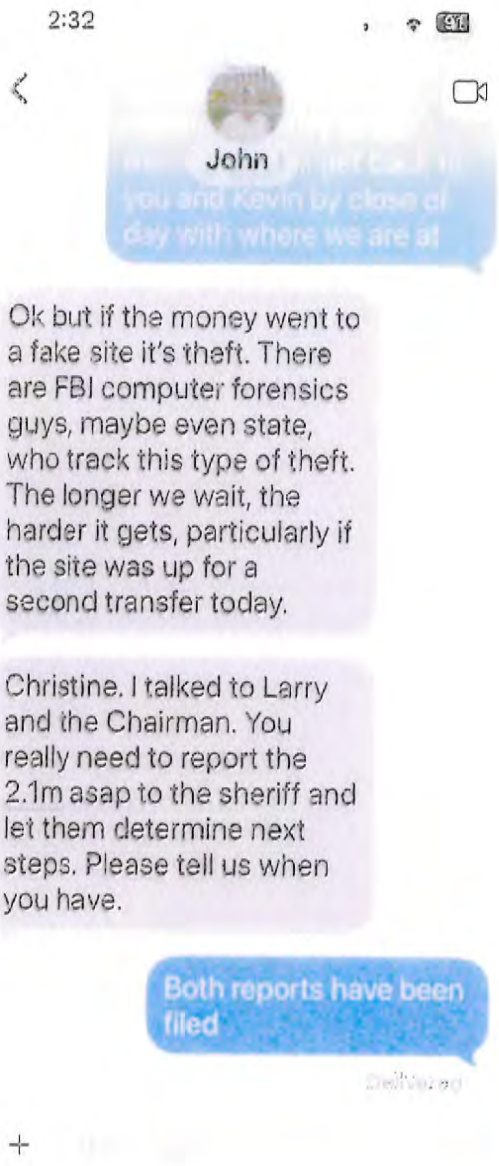
Christine. Please call my cell ASAP

[redacted]

John Tallan

Hi guys. I understand the feelings on this but I talked to Jim. He is sending investigators to at least make a record of this. I am surprised the FBI and NYSP didn't tell you to do that. It's their job. We all have to make sure the facts are


2:31
2 People
Hi guys. I understand the feelings on this but I talked to Jim. He is sending investigators to at least make a record of this. I am surprised the FBI and NYSP didn't tell you to do that. It's their job. We all have to make sure the facts are down. Thanks.
Ok - thanks - we're still here have not heard from Jim - will follow up
Just talked to Jim - his guys r on their way - we will complete today
Larry - any confirmation from Secret Service on the kill?
update from Discover Bank


2:32
John
you and Kevin by close of day with where we are at
Ok but if the money went to a fake site it's theft. There are FBI computer forensics guys, maybe even state, who track this type of theft. The longer we wait, the harder it gets, particularly if the site was up for a second transfer today.
Christine. I talked to Larry and the Chairman. You really need to report the 2.1m asap to the sheriff and let them determine next steps. Please tell us when you have.
Both reports have been filed

Law Enforcement Online Requests

Home Make a Preservation Request Make a Records Request FAQ Log Out

Requestor Information

Edit

Email nicholas.maille@warrencountysheriffny.us
Name Nicholas Maille
Title Investigator
Organization Warren County Sheriff's Office
Phone number +15187432500
Location Queensbury, NY, United States

Preservation Request

Please complete all fields below to request preservation of account records. We will take steps to preserve account records in connection with official criminal investigations for 90 days pending our receipt of formal legal process. Additional information can be found in the Facebook or Instagram Law Enforcement Guidelines.

Preservation Request submitted successfully.

Your case number is 21333726

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Intro

Thrilled to be back home and share my professional ethics and business acumen for the benefit of all

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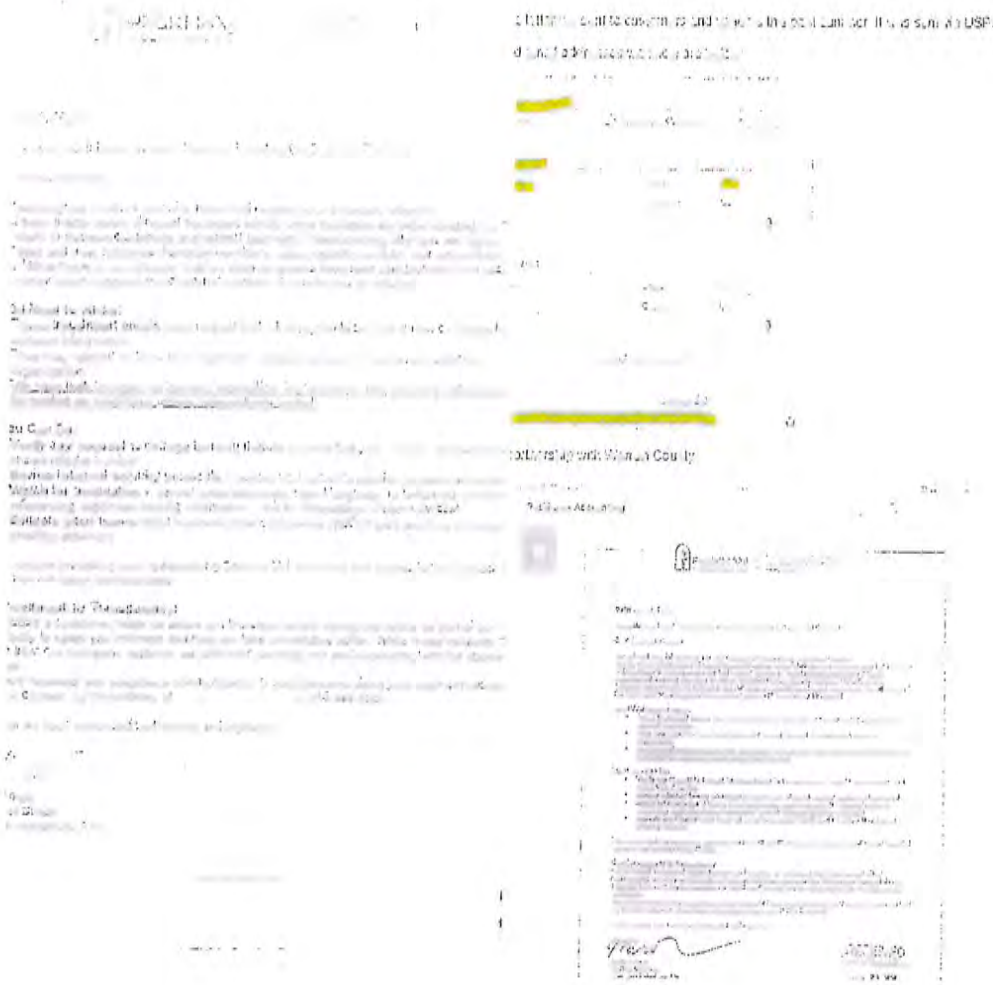
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1d ·

January 8, 2026
To the Taxpayers of Warren County (WC),... See more

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Mark Prendeville

Thank you for letting us know what happened.

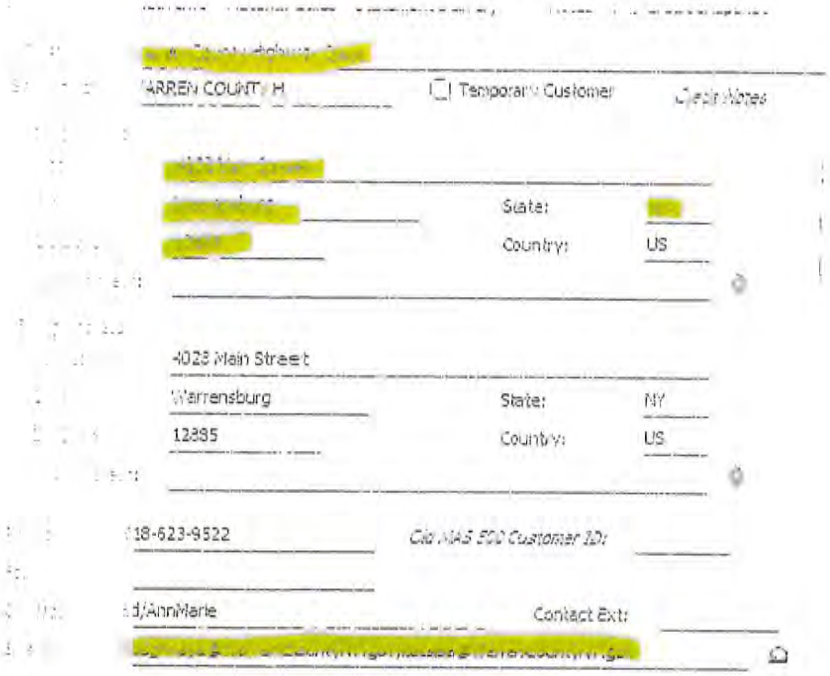
25h 4

Author

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copy of the letter we sent to customers and vendors this past summer. It was sent via USPS and via em

ddress and email addresses we show are below:



alue our partnership with Warren County.

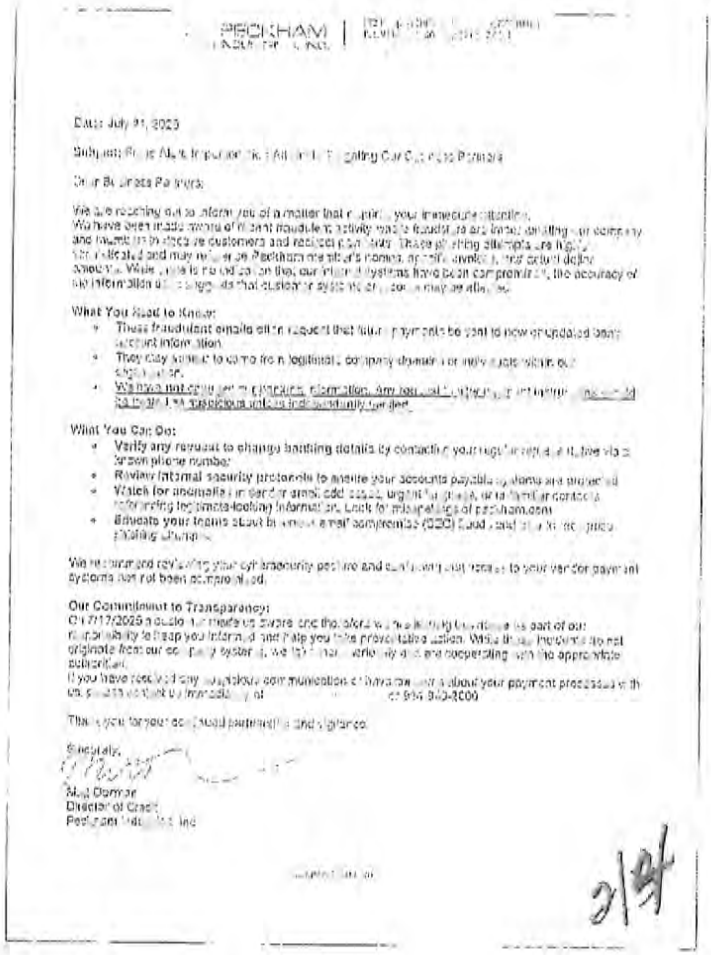
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Peckham July 21, 2025 Fraud Alert e-mailed to the WC DPW.

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PECKHAM

Date: July 21, 2025

Subject: Fraud Alert Impacting Peckham Customers

Dear Business Partners,

We are reaching out to inform you of a matter that requires your immediate attention. We have been made aware of a sophisticated fraudulent scheme targeting our company and our valued customers and resulting in fraudulent payments. These phishing attempts are highly coordinated and may involve Peckham employee's names, or email addresses, and actual dollar amounts. While [illegible] has not occurred on this, our internal systems have been compromised, the accuracy of the information [illegible] that customer or system records may be affected.

What You Need to Know:

- These fraudulent emails attempt request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate, company domain or may originate outside our organization.
- We have not compromised sensitive information. Any loss of funds or information would be a result of a fraudulent action by an individual outside our direct.

What You Can Do:

- Verify any request to change banking details by contacting your regular employee at Peckham via a known phone number.
- Review internal security protocols to ensure your accounts payable systems are protected.
- Watch for anomalies in vendor emails, odd [illegible] urgent [illegible] or slight variations in email addresses (e.g., extra letters or numbers).
- Educate your teams about business email compromise (BEC) and other phishing tactics.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:

On 7/17/2025 a double [illegible] made us aware and this alert was initiated as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we [illegible] verify data and cooperating with the appropriate authorities.

If you have received any suspicious communication or have concerns about your payment processes with us, please reach out to [illegible] at [illegible] or 866-940-8200.

Thank you for your continued partnership and vigilance.

Sincerely,

Mel Dorman
Director of Credit
Peckham Industries, Inc.

2/4

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1d ·

Peckham July 21, 2025 Fraud Alert mailed to the WC DPW in Warrensburg NY.

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No comments yet
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Intro

Thrilled to be back home and share my professional ethics and business acumen for the benefit of all

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January 8, 2026
To the Taxpayers of Warren County (WC),

I hope many of you saw Tuesday's Warren County Board Meeting where the $3.3M phishing/fraud scheme perpetrated on the County was discussed at length. For those of you who did not, here is the link with approximate time stamps:

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Warren County Leadership, led by the WC CEO/Chairman of the Board, Kevin Geraghty.

- CLARIFICATION of WC SHERIFF'S COMMENTS:

On 12.23 my team was advised of likely fraudulent ACH's paid to Peckham Industries on valid 2025 invoices:

- We immediately contacted Arrow Bank about the suspected fraud and followed their EXACT Federal & NYS fraud reporting protocol, which was to specifically contact the FBI (IC3 Form) and the NYS Police.

- We did not intentionally NOT contact the WC Sheriff's Department, it was simply not part of Arrow's Federal and NYS fraud protocol.

- The County Administrator advised that he called the WC Sheriff advising of the situation within 2-3 hours of the Treasurer's Office reporting the fraud to Arrow, the FBI and the NYS Police.

- PECKHAM FRAUD ALERT:

In July 2025, Peckham Industries, a large county paving vendor, had an attempt to hack its bank accounts. On July 21, 2025, Peckham sent a Fraud Alert to its customers. To ensure there was notification to its customers, including Warren County, Peckham sent a FRAUD ALERT in two separate and distinct ways, via US Mail (posted letter) and email to their customer contacts. See below for the letter and email contacts to the Warren County Department of Public Works (DPW), as well as to the Town of Queensbury Highway Department (Attachments A-C).

The Peckham FRAUD ALERT was sent to a limited group of people at the county, specifically the CEO/Chairman of the Board, Kevin Geraghty, and the DPW Department. Peckham's FRAUD ALERT directed the county to take the following fraud preventative measures:

- Verify any request coming from Peckham to change banking details;

- Review internal security protocols related to Peckham;

- Watch for anomalies in Peckham communications to the county; and

- Educate your teams.

The Peckham FRAUD ALERT, though received by the WC CEO/Chairman of the Board and the WC Department of Public Works, was NEVER shared with the Treasurer's office even though the Treasurer's office was a significant part of the county's financial team.

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County Treasurer's Department, as the Peckham FRAUD ALERT clearly states to educate/inform your teams.

Peckham was relying upon the County CEO/Chairman and DPW to alert all critical departments in the county. If either the WC CEO/Chairman of the Board, Kevin Geraghty, or the Warren County Department of Public Works had fulfilled their responsibility and notified the Treasurer and other critical departments of the County finance team, this FRAUD perpetrated on Warren County WOULD NEVER HAVE OCCURRED because the Peckham account and related protocols and procedures would have been FLAGGED by EVERYONE in the county involved in the voucher payment process.

The Treasurer's Department has successfully clawed back $1.2 million of the $3.3M fraudulently obtained money. And to date, Federal authorities have frozen $800K more that will be recouped by the County, and are optimistic that a portion of the remaining funds will also be recovered. In addition, the Warren County Attorney's office is seeking a potential Cyber Security indemnification of $250K.

Federal, State and the WC Sheriff's authorities, working together, have identified a person of interest.

In the meantime, we are ALL working to evaluate communication and control weaknesses, and already see improvements that can be made to avoid such problems in the future.

If you have ANY QUESTIONS, or would like further clarity surrounding the events of this fraud scheme, please do not hesitate to reach out to me at 518.761.6379 (w), or 917.743.8882 (m). I WILL RETURN EVERY CALL.

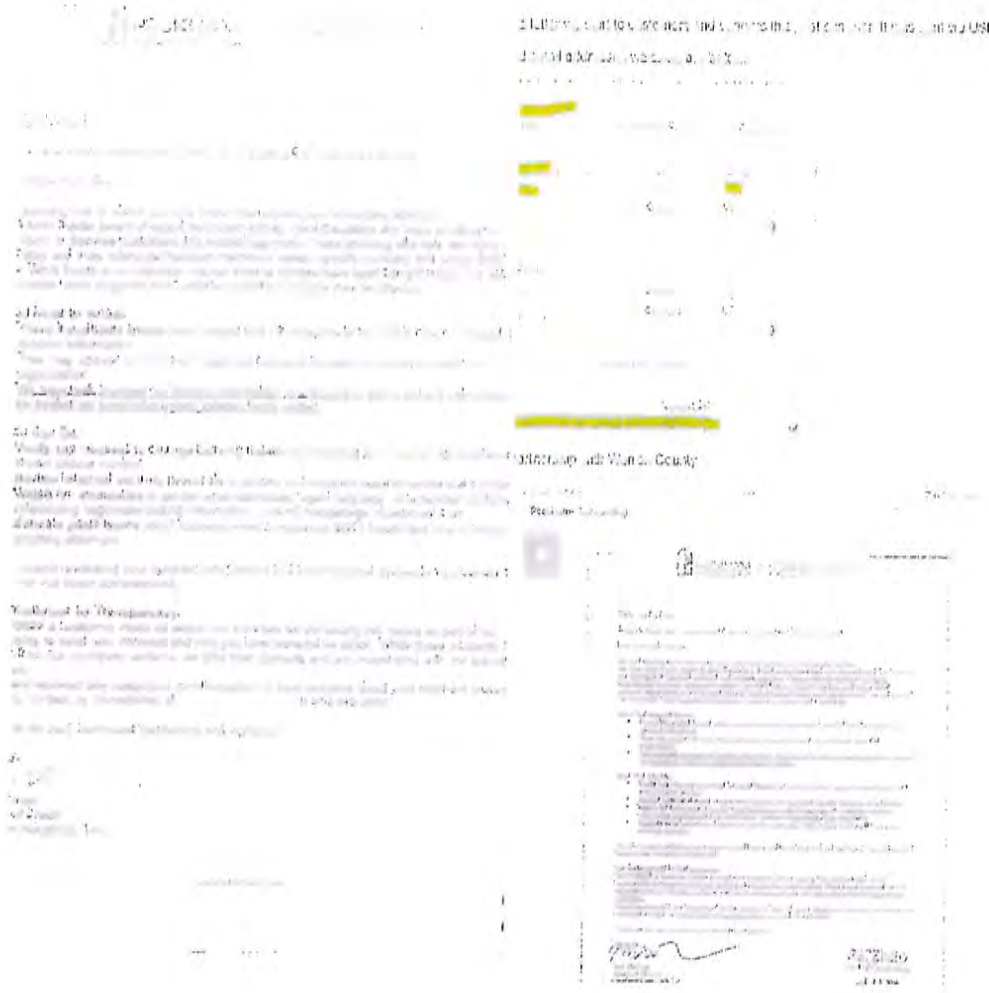
Attachment A: July 21, 2025 Peckham FRAUD ALERT posted via USPS to WC DPW at: 4028 Main Street, Warrensburg NY 12885;

Attachment B: July 21, 2025 Peckham FRAUD ALERT address and email details to DPW;

Attachment C: July 21, 2025 Peckham FRAUD ALERT to Town of Queensbury Highway Department, date stamped July 24, 2025.

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Mark Prendeville
Thank you for letting us know what happened.

23h 4

Author

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State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Ellen T Rose, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6386; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am the accounting technician at the Warren County Treasurer's Office a position I have held since 2014. Sometime in the fall of 2025 I received a phone call to my desk phone from a male subject with an Indian accent claiming to be a representative from Peckham Industries. I am not sure if this call came directly to my phone line or if it was transferred to me. This male asked me about payment of an invoice for an amount I can not currently remember but was in the area of $2.1 Million. I currently had an invoice on my computer for Peckham Industries for this exact amount that he had mentioned. This invoice was listed in the Warren County system "New World". He asked me if he could have this paid as an ACH payment. I knew at this time that Christine Norton (Warren County Treasurer) was pushing for vendors to be paid via ACH payments. The ACH payments had been set up sometime in May of 2025 and have been used since then for one other vendor (Rogue Marketing through the Warren County Tourism Department). He asked me what he needed to to get the ACH set up. I told him that there was a link on the Warren County Treasurer Website to set up ACH payments. I told him that he needed authorization from the Warren County DPW to complete this. This ended our conversation. I then immediately called Carla Sherman (Warren County Auditor) and told her about the phone call I just received and that I had told him that he needed authorization from the Warren County DPW. I had made mention to Dan and Morgan who work in the Treasurer's Office along with Carla in the Auditor's Office that I had concern's over the ACH processing form on the website month's before this phone call was made to me. I did not bring this concern to Christine Norton because she was the one that was implementing this form. I process the payments that come into the Treasure's Office from the auditor and are prepared for payments to be issued. In December I received 2 edit listings (a list of all the invoices being paid and the vendors they are being paid to and the account number it is being paid out of) from Peckham Industries marked for ACH payment which is a separate batch than ones marked for paper checks.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials SR

01/05/2026
~~02/05/2025~~
Date

Inv NR #423
Witness

Signature

P-23 10/23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

Prior to me receiving these edit listings I forwarded the computer generated e-mail from Vinyl to Monica Stark (Deputy Treasurer) stating that she needed to get her e-mail listed added onto the county run "vinyl" run site which the ACH payments are listed. Monica Stark is the only one that makes the changes to the vendors. This would be a new change to Peckham Industries who normally in the past have received paper checks. I took these edit listings and went into the New World system and selected them as ACH payment and sent them to Monica Stark for review. Monica put her approval on the edit listings which were then sent back to me. I then went into banking system and I uploaded the file created in New World into the banking system. This now marks it as pending approval and is sent back to Monica Stark for final approval. Monica approved these at this time. I then went back into the banking system and sent a message to them stating that this was a Warren County Direct Deposit. At first this did not get approved by Arrow Bank because it exceeded our limit ACH payments. I believe Arrow Bank contacted our office to tell us about this and Monica had to make approval with Arrow Bank for this payment. After having some issues with the file not being approved due to exceeding our limit for the ACH the payment was finally able to be processed. After sending this payment I had no further involvement in this payment to Peckham Industries until I heard through the office that Peckham was looking for their payment which they did not receive.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials SR

01/05/2026 ~~02/05/2026~~ INV NR #423

Date Witness Signature

P-21 10/23

COPY

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Monica I. Stark am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse of the Warren County Sheriff's Office. I'm employed at Warren County, 1340 State Route 9, Lake George, NY 12845, my telephone number is 518-761-6380, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am currently at the Warren County Treasures Office speaking with Investigator Morse and Maille of the Warren County Sheriff's Office.

I am the Deputy Treasure of Warren County at the Warren County Treasures Office. A part of my duties is approving payments to vendors and accounts payable batches that all come through the county.

There is a new process of sending ACH's to vendors that took place in the summer of 2025. The Warren County has a link on its website called ACH authorization form where vendor can opt to be paid via ACH instead of check and fill out their banking information. Warren County IT department created a program called Vinyl where these ACH Authorization forms are received. I did not realize that these forms are only viewed by the Treasurers' office. I assumed that they first go to the Department that deals with that particular vendor for validation.

When I log into the portal for the ACH the form pops up showing where I need to send the money to. Peckhams currently had an outstanding invoice payment that was due in the amount of 2.1 million dollars. Back in early December I spoke to Ellen Rose the accounting technician and she stated that this payment had to be taken care of through the ACH. Since she told me that I assumed that the Department of Public Works validated that new payment information and the county auditor's office approve and it's finally ready for the Treasurers office to initiate the payment.

I have never done this before so I was shown by our accountant Dan Donohue how to take the information from Vinyl and enter into our financial system for payment. I was not instructed to validate that the financial information was accurate. Generally my office approves paper checks that are sent out to the vendors and the accounts payable. This is a new process. Generally by the time the request gets to my office it has already been cleared by the proper channels. Once I saw the request and was shown how to submit the account information the payment was made to Peckhams for 2.1 million dollars. The form included the contact information for the payment and also the account number and the routing number.

I have provided the Sheriff's Office a copy of the request form that was submitted to for the ACH payment.

After that nothing else happened until today I was notified that DPW had called this office because Peckhams had reached out due to not receiving the payment. Peckhams was notified that the payment had been sent via the ACH back on December 12, 2025. This was determined to be a fraud as Peckhams had never sent this request out and they did not have the money

COPY

sent to them via the ACH transfer.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials_____

12/23/2025

Date

Signature

Witness

COPY

12/24/2025 **Incident Summary – Fraudulent Peckham ACH payment**

In the spring of 2025, the Treasurer's Office implemented a new process allowing vendors to elect payment by ACH. Due to personnel turnover within the department, the proper procedures and internal controls for this new process were not fully established or documented.

In December 2025, approximately four months after I began my new position, I was advised by the Accounting Technician that Peckham Corp had requested to be paid by ACH. This request was submitted through the Vinyl program set up by IT using a link posted on the County website. This was only the second vendor ACH request received since implementation of the new process; the first request was handled by my predecessor but no notes were left behind since the procedures for this process were not finalized.

I was shown by the accountant how and where to access the ACH Authorization Form in order to retrieve the banking information needed to update our financial system. At the time, I was not aware—nor was I advised—that the banking information submitted through this form had not been independently validated. I assumed the ACH payment process followed a similar control structure as the check process, beginning at the department level and including review by the County Auditor and the Treasurer's Office.

After updating the banking information in the financial system, an ACH payment in the amount of $2.1 million was issued on December 12, 2025. The Accounting Technician set up the payment in Business Online Banking, and I approved it.

On December 23, 2025, Peckham Corp contacted DPW inquiring about the status of their payment. At that point, we validated with Peckham that the banking information submitted on the ACH Authorization Form was fraudulent and that the ACH request did not originate from them.

At the same time, a second ACH payment in the amount of $1.2 million had been scheduled for release on December 24, 2025. Upon discovery of the fraud, we immediately contacted the bank and were instructed to initiate a reversal of the pending ACH. Arrow Bank advised us to complete IC3 forms for both ACH transactions—the $2.1 million payment issued on December 12 and the $1.2 million payment scheduled for December 24—for a total exposure of $3.3 million.

I completed and submitted the IC3 forms. A few hours later, I received a call from FBI Special Agent Danielle Ellis of the Albany Field Office, who requested additional information and a copy of the ACH Authorization Form containing the fraudulent banking details.

I also contacted the New York State Police to report the financial crime. Trooper Caitlin Nolan returned my call, obtained the details of the incident, and requested the same ACH documentation. She later emailed an incident form and advised that the matter had been forwarded to an investigator.

Subsequently, the Warren County Sheriff's Office was notified and assumed responsibility for the investigation. Investigator Affinito instructed me to notify Trooper Nolan that the case had been taken over by the Sheriff's Office. I later provided a formal deposition to Investigator Tyler Morse of the Warren County Sheriff's Office and supplied all requested documentation, including invoices, ACH backup materials, and related correspondence.

I take responsibility for the incident and should have questioned if the department of Public Works validated the ACH authorization form, especially knowing the amount of cybercrime businesses and financial institutions deal with on a daily basis.

ACH Authorization Form

Peckham Road Corp

JEB Vaughn Road

Hudson Falls

New York

12839

Rafael Diaz

347-272-5317

rdiaz@peckhamroadcorp.com

11/13/2025 10:45 AM

Public works

Discover Bank

11/13/2025 10:45 AM

Rafael Diaz

031100369

707xx6024

Monica I Stark
Deputy Treasurer

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Kimberly E Smith am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed by the Warren County Treasurer's Office at, 1340 State Route 9, Lake George, NY 12845; my telephone number is 518-761-6376, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurer's Office as a Principal Accountant a position I have held since July 2024. Sometime in November of 2025 I received a phone call from the Warren County Treasurer main phone line. When I answered the phone there was a male sounding voice on the other end of the line and this male had a middle eastern accent and spoke broken English. He asked to speak to someone in accounts payable. I asked him what this would be in regards to and what he meant by accounts payable. I told him that this was the Warren County Treasurer's Office and was a government entity. The man said that he knew this and wanted to speak to someone who makes payments. I told him that I could transfer him to someone that handles those situations as I do not handle those in my position. I then transferred him to Ellen Rose's extension and hung up the phone. I am not sure if Ellen answered the phone call or not. Approximately 1-2 weeks later I received a phone call from whom I believe to be the same man. The man was very brief and just said "accounts payable". I asked him the same question "what is this in regards to?". The man just replied "Ellen". I then told him to please hold and I transferred him to Ellen Roses extension again. I am not sure if she answered this phone call either. I did not receive any further calls from this man after this. At the time of these phone calls I did not find them to be suspicious. It was not until after the press conference by Sheriff LaFarr mentioning phone calls being made to the Treasurer's Office that I realized that the phone calls I received may have been connected to this incident. I then reached out and contacted Inv Maille and explained the phone calls.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

KS

Initials_____

1/9/26
Date

Signature

INV MAILLE 423
Witness

P-23 10/22

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #2025-25920

I, Morgan L Urrico am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed at The Warren County Treasurer's Office at, 1340 State Route 9, Lake George, NY 12845; my telephone number is 518-761-6380, my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurer's Office as a Jr Accountant a position I have held for 2 years. On December 23, 2025 I received a phone call from the Warren County DPW employee Ann Kocsis around late morning/early afternoon. She inquired if the payment to Peckham Industries had been sent out as Peckham's had contacted her office stating they had not received it. I was able to confirm that the payment for approximately $2.1 Million had been sent out. I do not remember the exact date that the payment was sent, but I did confirm it was sent to Peckham Industries. Shortly after this phone call I received another call back from Ann inquiring where the payment was sent as Peckham's was still stating they had not received the payment. I was able to go into our "Vinyl" computer system and confirmed the payment had been sent where the vendor had requested, which was an account based off of an ACH form that was completed. I received a third phone call from Ann inquiring on who filled out the ACH form. I called the Warren County IT department to confirm if I could e-mail a screen shot of the ACH to DPW as it contained banking information on it. I was told that I could do this because it was being sent to an inner working department. I then e-mailed a copy of the ACH to Warren County DPW. I then received a fourth phone call from Ann stating that Peckham Industries was advising that this was fraud and that they did not have an employee Rafael Diaz who was on the ACH form and that the e-mail on the ACH did not match their company e-mail address. I then advised Ann to have the vendor contact the Deputy Treasurer Monica Stark to report this. I had no further action in regards to any of this ACH or billing cycle for Peckham Industries.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials MU

1/9/26
Date

Signature

IUVNRn423
Witness

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

I, Daniel E Donohue, am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Inv N R Maille of the Warren County Sheriff's Office. I reside at 1340 St Rt 9, Queensbury NY 12804; my telephone number is 518-761-6385; my date of birth is _____; and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

I am employed by the Warren County Treasurers Office as an accountant, a position I have held for 14 Years. On or about the end of 2024 and the beginning of 2025 I was approached by Rob Lynch who was the Deputy Treasurer of Warren County at that time. He told me that Christine Norton who was the Warren County Treasurer at this time was looking to set up ACH payments. Rob told me that he thought this was not a good idea at this time and I agreed because the end of the year closing of the books and that it needed more time and thought put into it. Around the end of May 2025 I was attached to an e-mail from Rob Lynch to Jeremy Scrime (Warren County IT) that stated that we had our first ACH payment request form. Rob then showed me how to enter the ACH form into New World. During this time the departments that receive the invoices were supposed to be working with the vendors requesting the ACH form of payment. The department that pay the invoices were supposed to place these invoices in a separate batch for ACH payments instead of paper check payments. During this period there was no formal policy through the Treasurer's Office on handling ACH payments. There was only department e-mails from Rob Lynch saying that the department receiving the invoices for payment should be working in coordination with that specific vendor requesting ACH payments. During this period my co workers Morgan and Ellen and myself were vocal about using the ACH payment process without without any formal guidance or procedures in place. It was during this time that Rob Lynch had officially retired but had returned to assist in helping the office as I had multiple leaves of absence due to emergency family matters. I was not in the office much during this time period due to these matters. During this time the office was extremely busy due to my leave of absence and the retirement of Rob Lynch. Christine Norton was still attempting to push foreword the ACH payments even without a written policy in place. During this time period there was a lot of change in staffing within the office.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials DD

1/6/26 INV NR 1423 _____

Date Witness Signature

P-23 10/23

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident # 2025-25920

The Treasurers Office did not promote the ACH payment program and this was supposed to have been done by the individual department's. During this time frame we had very little to no activity requesting ACH payments. In November of 2025 my co worker Ellen Rose approached me and stated that she received a phone call from a person claiming to be from Peckham Industries looking to set up an ACH payment. She told me that the man had a foreign accent and that he had invoice numbers and the amounts of the invoices. She told me that she had told them that they needed to contact DPW and work through their contact. In the middle of December 2025 I overheard someone in the office say that they needed to pull the Peckham invoices to be placed in a separate batch for ACH payments. I heard them say that DPW would have to put them in a separate batch. After this conversation I had not heard anything further about any of these ACH payments to Peckham Inudstries until December 23, 2025 when I received a message from Christine Norton to myself and Monica Stark saying she needed everyone in her office because there was an emergency. Thats when I was notified by Christine and Monica about what had happened with the fraudulent ACH payment to Peckham Industries. They had told me that they had already reached out to Arrow Bank, the FBI and the NY State Police. At this point I told Christine and Monica that they needed to remove the ACH payment request form from the public Warren County Website. I am not sure who completed this but they were able to remove the form from the website. At this point this was the end of my involvement in regards to this incident.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

Initials DO

1/6/26 TANNER [illegible]

Date Witness Signature

NO	CDR unique ID	Caller number	Caller display name	Source	Dialed number	Callee number	Callee display name	Destination	Start Time	Answer Time	End Time	Real Duration	Bill Duration	Disposition
1438815	1762785678	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	11/10/2025 9:41	11/10/2025 9:41	11/10/2025 9:41	10	9	No answer
1439005	1762785794	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	11/10/2025 9:43	11/10/2025 9:43	11/10/2025 9:44	75	75	Answered
1439007	1762785794	3472729617	WIRELESS CALLER	3472729617	5187616375	638	Treasurer Main Line	638	11/10/2025 9:44	11/10/2025 9:44	11/10/2025 9:45	45	45	Answered
1456039	1762979633	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	11/12/2025 15:33	11/12/2025 15:33	11/12/2025 15:34	62	62	Answered
1456041	1762979633	3472729617	WIRELESS CALLER	3472729617	5187616375	6373	Mundell Claudia	6373	11/12/2025 15:34	11/12/2025 15:34	11/12/2025 15:41	385	385	Answered
1458577	1763045903	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	11/13/2025 9:58	11/13/2025 9:58	11/13/2025 9:59	54	54	Answered
1458679	1763045903	3472729617	WIRELESS CALLER	3472729617	5187616375	6386	Rose, Ellen	6386	11/13/2025 9:59	11/13/2025 9:59	11/13/2025 10:01	141	141	Answered
1458905	1763047068	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	11/13/2025 10:18	11/13/2025 10:18	11/13/2025 10:18	16	16	No answer
1459283	1763048449	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	11/13/2025 10:41	11/13/2025 10:41	11/13/2025 10:41	4	4	No answer
1459343	1763048561	3472729617	WIRELESS CALLER	3472729617	5187616556	8833	Rounds, Melissa	655601	11/13/2025 10:42	11/13/2025 10:42	11/13/2025 10:44	104	104	Answered
1462543	1763061381	3472729617	WIRELESS CALLER	3472729617	5187616556	655601	DPW Admin	655601	11/13/2025 14:16	11/13/2025 14:16	11/13/2025 14:16	3	3	No answer
1463351	1763064677	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	11/13/2025 15:11	11/13/2025 15:11	11/13/2025 15:11	12	12	Answered
1463353	1763064677	3472729617	WIRELESS CALLER	3472729617	5187616375	6386	Rose, Ellen	6386	11/13/2025 15:11	11/13/2025 15:11	11/13/2025 15:11	8	8	No answer
1474931	1763391577	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	11/17/2025 9:59	11/17/2025 9:59	11/17/2025 9:59	17	17	Answered
1474957	1763391640	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	11/17/2025 10:00	11/17/2025 10:00	11/17/2025 10:01	10	10	No answer
1475029	1763391678	3472729617	WIRELESS CALLER	3472729617	5187616386	6386	Rose, Ellen	6386	11/17/2025 10:01	11/17/2025 10:01	11/17/2025 10:05	249	246	Answered
1476083	1763395462	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	11/17/2025 11:04	0000-00-00 00:00:00	11/17/2025 11:04	0	0	No answer
1563313	1764858845	3472729617	WIRELESS CALLER	3472729617	5187616531	6531	Shpur, Jason	6531	12/4/2025 9:34	12/4/2025 9:34	12/4/2025 9:34	9	9	No answer
1563359	1764858881	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	12/4/2025 9:34	12/4/2025 9:34	12/4/2025 9:36	95	95	Answered
1585939	1765223093	3472729617	WIRELESS CALLER	3472729617	5187616375	6375	Treasurer Main Line	6375	12/8/2025 14:44	12/8/2025 14:44	12/8/2025 14:45	52	52	Answered

Your IC3 Complaint

Submission ID:	2da533ae78524d6cb13a5fb0d1178fab
Date Filed:	12/23/2025 2:21:01 PM EST
Were you the one affected in this incident?	No

Your Contact Information

Name:	Monica I Stark
Business Name:	Warren County
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Complainant Information

Name:	Monica I Stark
Address:	1340 State Route 9
City:	Lake George, NY

Country:	United States of America
State:	New York
Zip Code/Route:	12845
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Business Information

Is this on behalf of a business that was targeted by a Cyber incident?	Yes
Business Name:	Warren County
Is the incident currently impacting business operations?	No
Business IT POC:	Monica Stark
Other Business POC:	Christine Norton
If your business or organization is defined as a critical infrastructure entity, select the sector below:	Government Facilities
If known or applicable, please select the critical infrastructure subsector:	Local Government Facility

Financial Transaction(s)

Did you send or lose money in the incident?	Yes
What was your total loss amount?	3,358,434.88
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	2,132,480.23
Transaction Date:	12/12/2025
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St
Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account

Originating Account Number:	
Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	
	• • • •
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	1,225,954.65
Transaction Date:	12/23/2025
Did you contact your bank, financial institution, or cryptocurrency exchange?	Yes
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St

Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account
Originating Account Number:	

Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	
Recipient Account Number:	

Information About The Subject(s)

Name:	Rafael Diaz
Business Name:	Peckham Road Corp
Address:	438 Vaughn Rd
City:	Hudson Falls

Country:	United States of America
State:	New York
Zip Code/Route:	12389
Phone Number:	3472729617
Email Address:	rdiaz@peckhamroadcorp.com

Description of Incident

Provide a description of the incident and how you (or those you are filling this out on behalf of) were victimized. Provide information not captured elsewhere in this complaint form:

We have received an ACH authorization form directing to ACH funds. No one called to confirm the info was accurate. It was fraudulent.

Other Information

Is this an update to a previously filed complaint?	No

Privacy & Signature:

The collection of information on this form is authorized by one or more of the following statutes: 18 U.S.C. § 1028 (false documents and identity theft); 1028A (aggravated

identity theft); 18 U.S.C. § 1029 (credit card fraud); 18 U.S.C. § 1030 (computer fraud); 18 U.S.C. § 1343 (wire fraud); 18 U.S.C 2318B (counterfeit and illicit labels); 18 U.S.C. § 2319 (violation of intellectual property rights); 28 U.S.C. § 533 (FBI authorized to investigate violations of federal law for which it has primary investigative jurisdiction); and 28 U.S.C. § 534 (FBI authorized to collect and maintain identification, criminal information, crime, and other records).

The collection of this information is relevant and necessary to document and investigate complaints of Internet-related crime. Submission of the information requested is voluntary; however, your failure to supply requested information may impede or preclude the investigation of your complaint by law enforcement agencies.

The information collected is maintained in one or more of the following Privacy Act Systems of Records: the FBI Central Records System, Justice/FBI-002, notice of which was published in the Federal Register at 63 Fed. Reg. 8671 (Feb. 20, 1998); the FBI Data Warehouse System, DOJ/FBI-022, notice of which was published in the Federal Register at 77 Fed. Reg. 40631 (July 10, 2012). Descriptions of these systems may also be found at www.justice.gov/opcl/doj-systems-records#FBI. The information collected may be disclosed in accordance with the routine uses referenced in those notices or as otherwise permitted by law. For example, in accordance with those routine uses, in certain circumstances, the FBI may disclose information from your complaint to appropriate criminal, civil, or regulatory law enforcement authorities (whether federal, state, local, territorial, tribal, foreign, or international). Information also may be disclosed as a routine use to an organization or individual in both the public or private sector if deemed necessary to elicit information or cooperation from the recipient for use by the FBI in the performance of an authorized activity. "An example would be where the activities of an individual are disclosed to a member of the public in order to elicit his/her

assistance in [FBI's] apprehension or detection efforts." 63 Fed. Reg. 8671, 8682 (February 20, 1998).

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Monica I Stark

ACH Authorization Form

Delete

Mark Completed

[illegible]	Peckham Road Corp
[illegible]	438 Vaughn Road
[illegible]	Hudson Falls
[illegible]	New York
[illegible]	12389
[illegible]	Rafael Diaz
[illegible]	347-272-9617
[illegible]	rdiaz@peckhamroadcorp.com
[illegible]	11/13/2025 10:45 AM
[illegible]	
[illegible]	
[illegible]	Public works

Is Checking	☑
Is Savings	☐
Depository Name	Discover Bank
Depository Branch	
Depository City	
Depository State	
Depository Zip	
Date Signed	11/13/2025 10:45 AM
Signed By	Rafael Diaz
Routing Number	031100649
Account Number	

Glens Falls National Bank - On- Line Bank ACH – Credit

You will receive a Disbursement Form to initiate an outgoing ACH - Credit. Most ACH – Credit information has been set up with a template. If a template has not been set up, follow instructions on Create ACH. You must first log onto New World, under reports, cross fund reports, select account, and dates and verify there are funds available in the appropriate account before initiating a wire on the online Banking.

ACH Set Up

- Log onto online banking
- ACH
- Batch Activation
- Select ACH Template
- Edit – Change Date, pertinent information
- Enter $
- Verify information
- Update Batch
- Return to Batch Activation
- Click on Batch and Activate Batch
- Enter
- Print
- ACH Totals
- Fill in pertinent Information
- Enter
- Print

Folders & supporting documents go to Rob to approve the wire transfers

When Rob gives the folder back

- Record transaction on New World (Follow instructions on entering EFT's in New World)

Two days later

- Log on Glens Falls National Bank
- Balance Report
- Account History
- Transaction Search – Account Title and Number
- All transactions
- Enter date of ACH
- Select Account ACH came from (look at printout for number)
- Enter amount of ACH
- Search
- Print

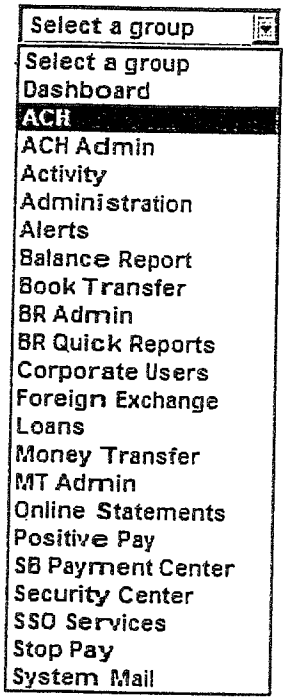
Final Distribution of Disbursement Form

- Copy of all pages and put copies in ACH folder
- Staple original forms and paperclip to New World forms. Place into Disbursement folder (under date of wire transfer) for Yuliana to verify and post.

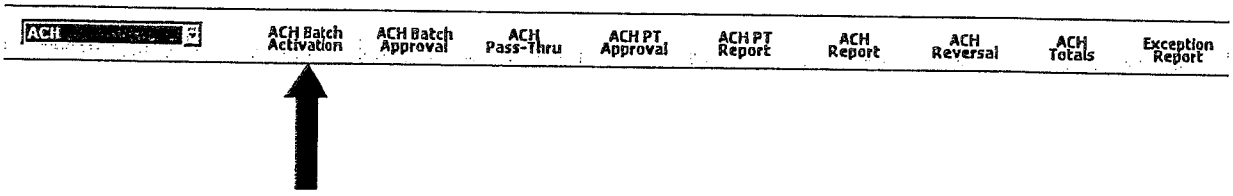
Prepared by Diane LaBruzzo 10/17 (Attached Glens Falls Online Bank Manual Notes)

3b. ACH Batch Activation

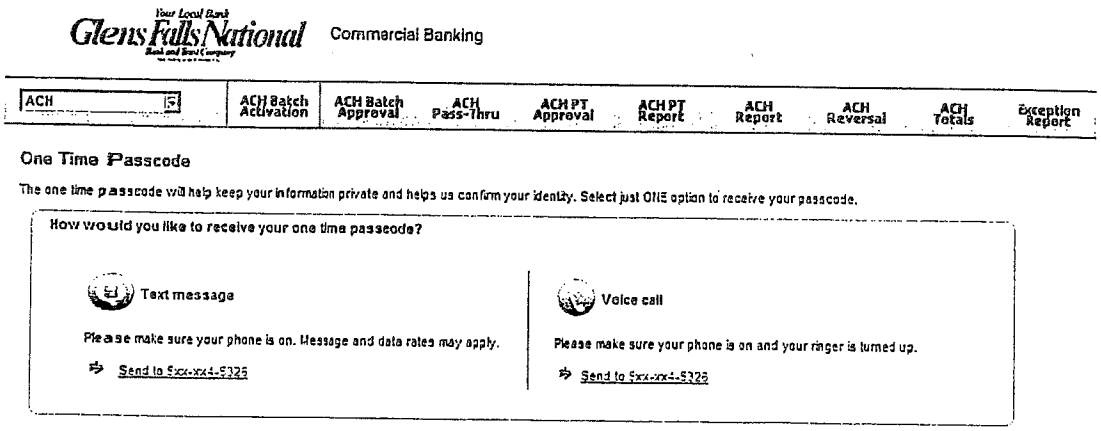
1. Select ACH from dropdown menu



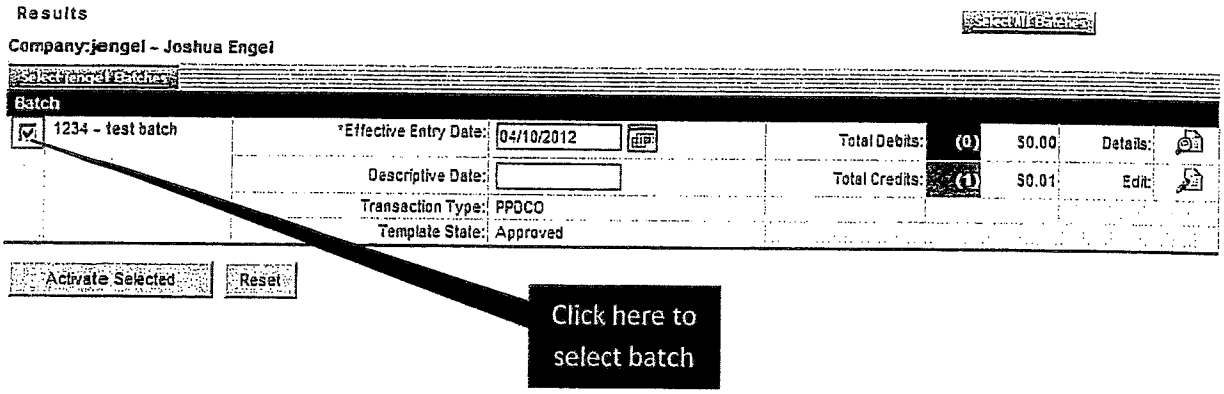
2. Click on "ACH Batch Activation"



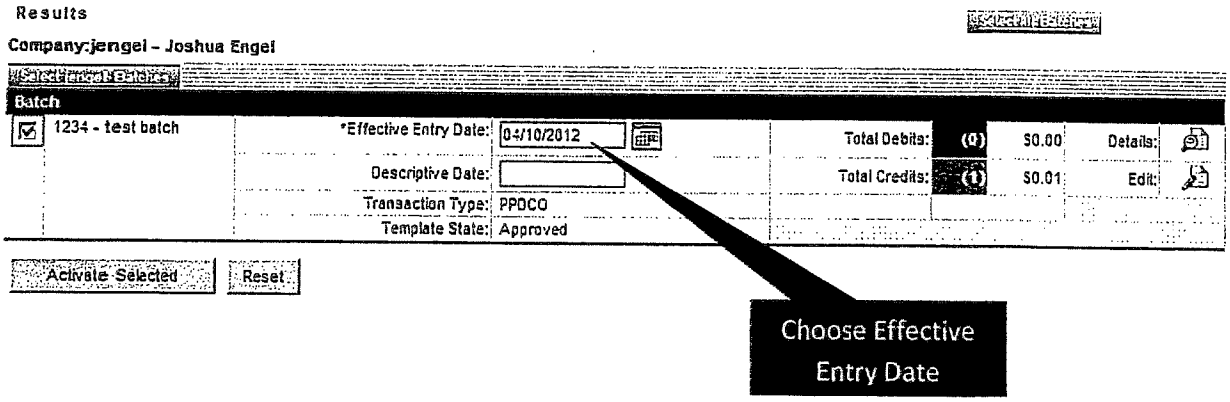
3. Enter the "One Time Passcode" when received



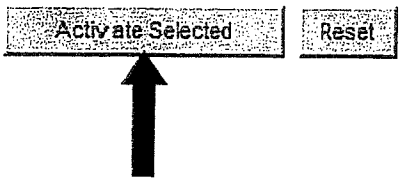
4. Check white box to select batches



5. Enter "Effective Entry Date"

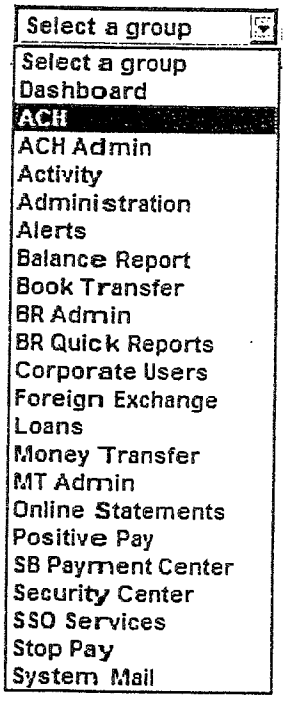


6. Click on "Activate Selected"

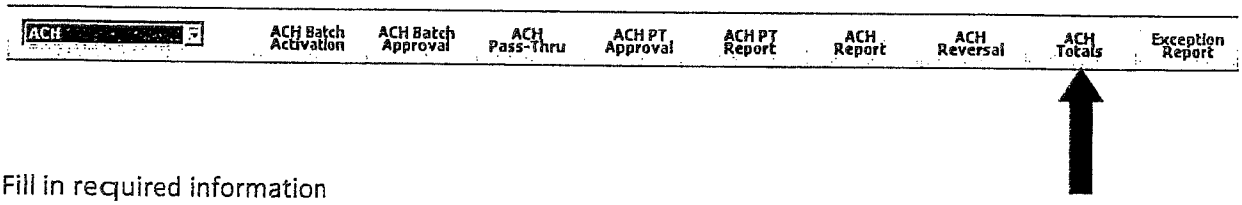


3d. ACH Totals

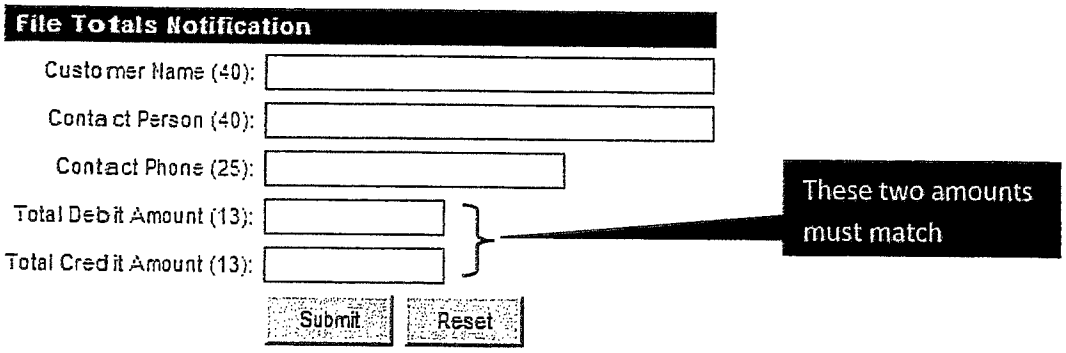
1. Select "ACH" from dropdown menu



2. Click on "ACH Totals"

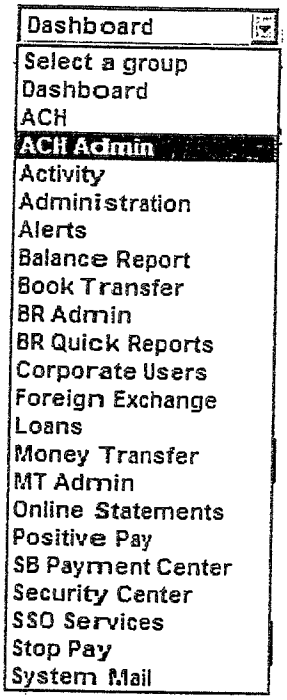


3. Fill in required information

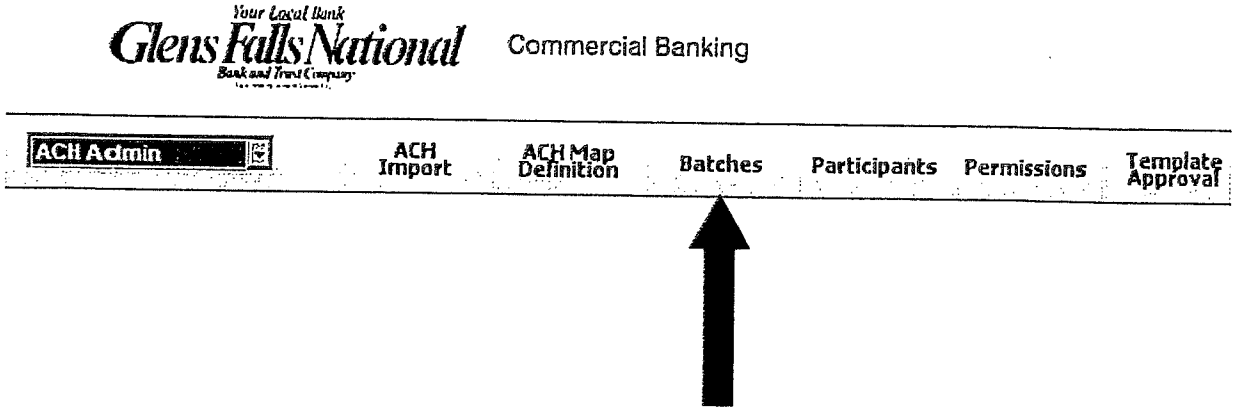


3a. ACH Batch Creation

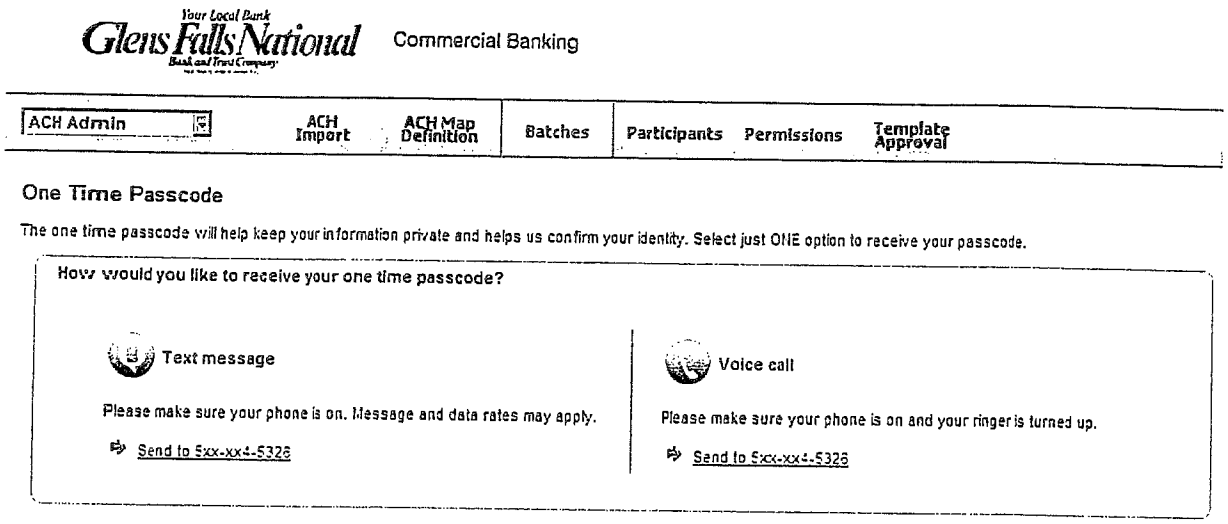
1. From dropdown menu select "ACH Admin"



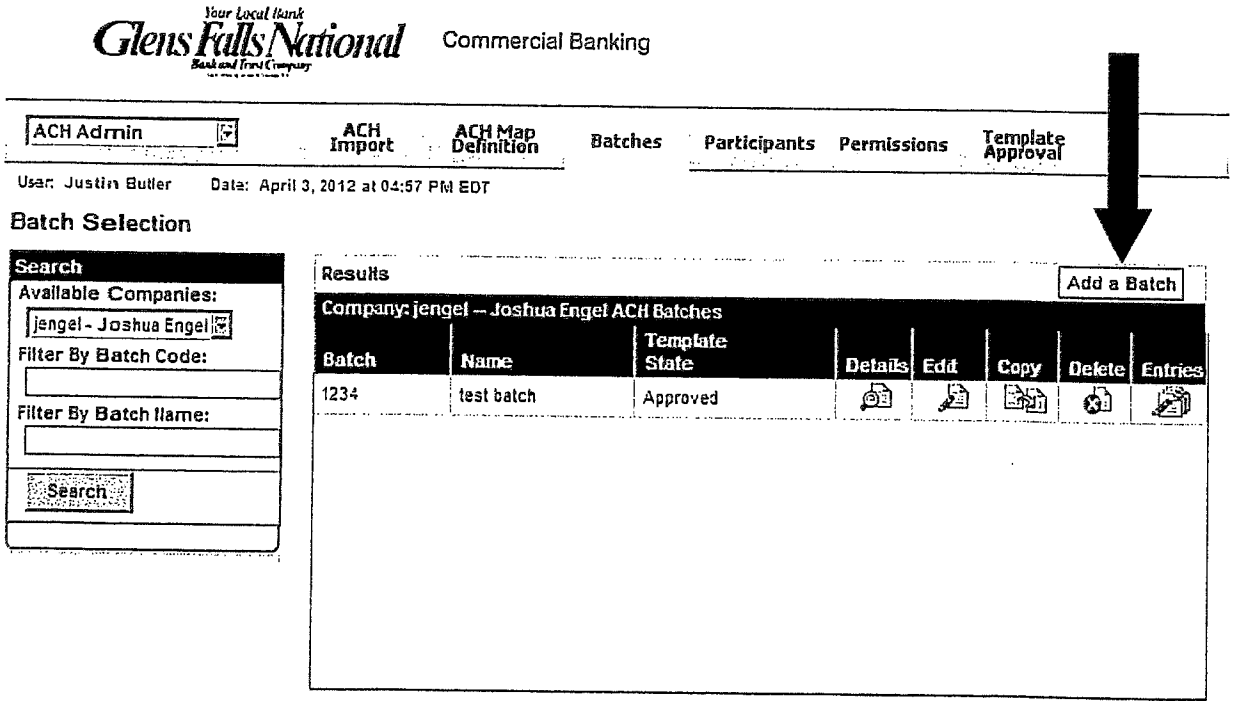
2. Click on "Batches"



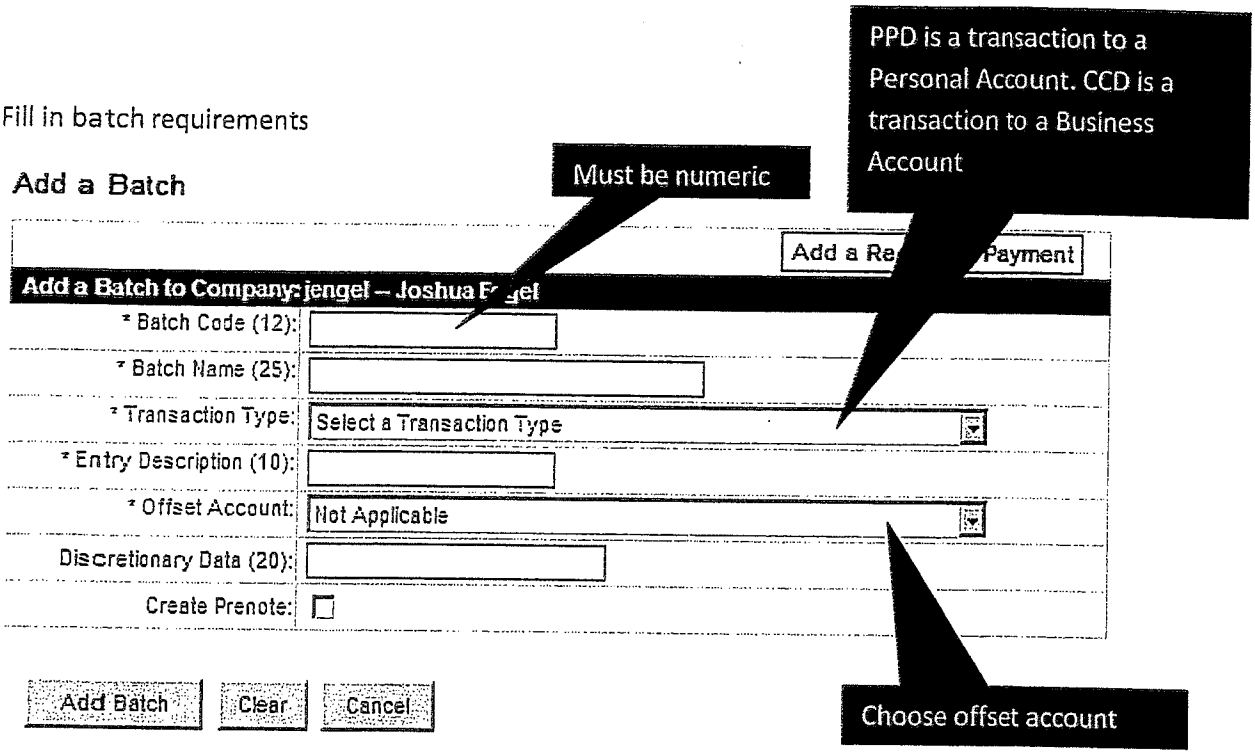
3. Enter in "One Time Passcode" when received



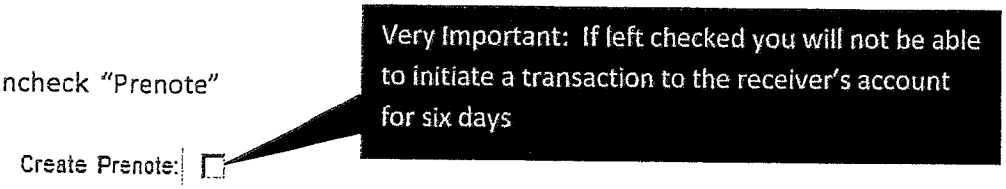
4. Click on "Add a Batch"



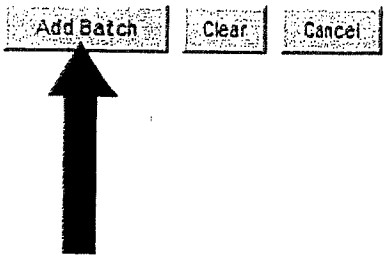
5. Fill in batch requirements



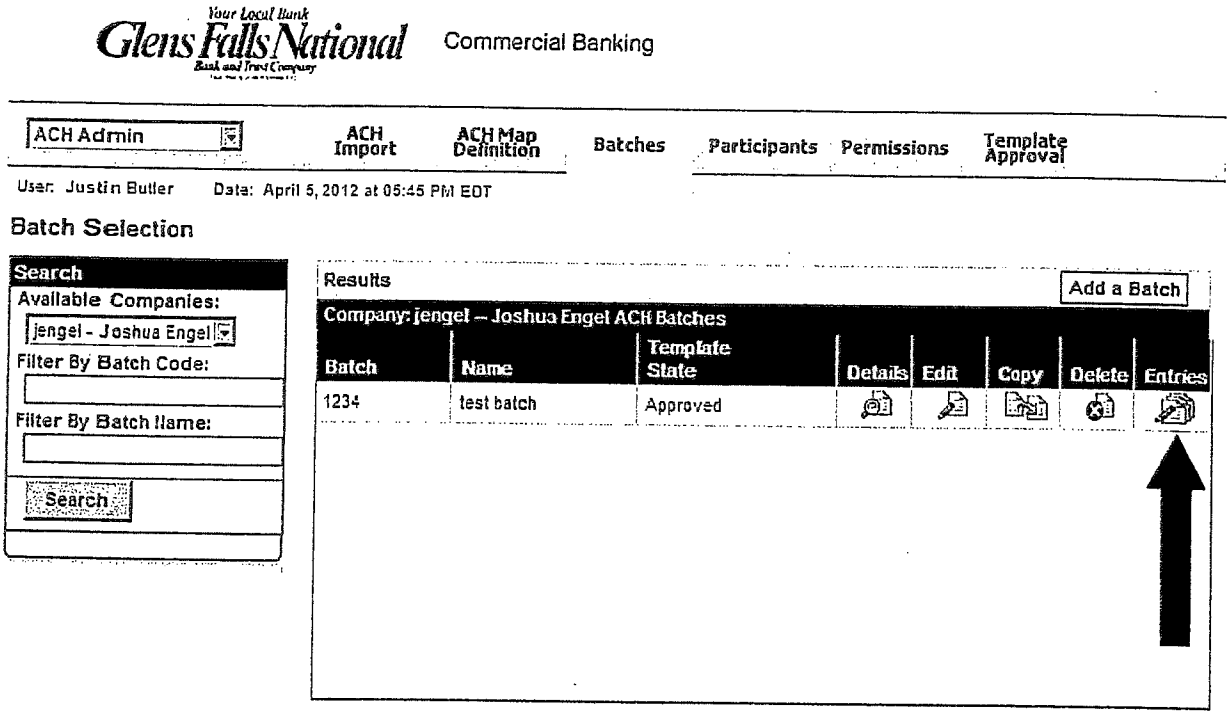
6. Uncheck "Prenote"



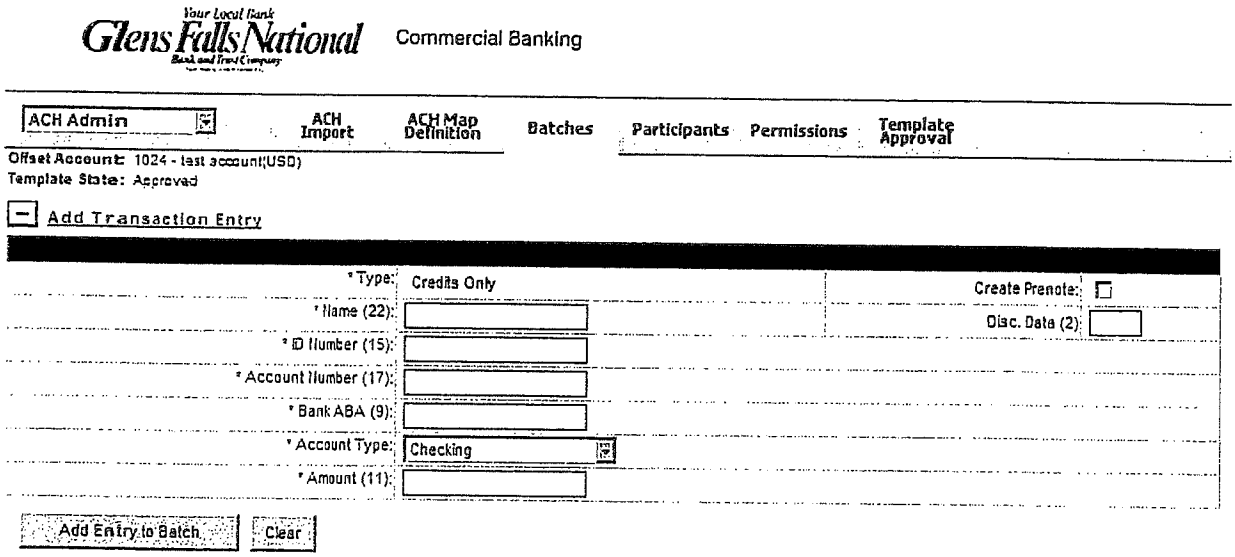
7. Click on "Add Batch"



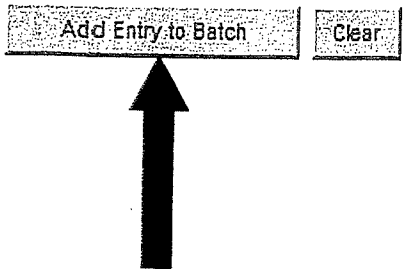
8. From "Batches" page, click on "Entries"



9. Fill in all entry requirements



10. Click on "Add Entry to Batch"



11. Repeat as needed for each individual

Sample

ounty Treasurer's Office

Disbursement

Please ACH-Credit From: Misc. Trust.

Dated: 10/5/17
Amount: 208,209.55
Chk Date: 10/6/2017

Payable to: X Vendor #2000 Warren County Treasurer
11365 Vendor EFTPS (Other)

Disb. Code	Cash Code	Amount	For:
T.026.00	T.200.05	168,744.99	Fullshare FICA:
			168,642.12
			102.87 DBL
T.033.00	T.200.05	39,464.56	Fullshare Medicare:
			39,440.50
			24.06 DBL

Paid: Date 10/6/17 Initials DK
Account Misc Trust (EFT) / Ck. # 711

****

Receipt

Deposit Into: _____ Rec'd From: X #2000, Warren County Treasurer
_____ (Other) _____

Receipt Code	Cash Code	Amount	For:

Requested By: Heidi LeClair 10/5/2017 10/4/17

PECKHAM INDUSTRIES

Maille, Nicholas R.

From:	Parker Mills <pmill@peckham.com>
Sent:	Tuesday, January 6, 2026 11:34 AM
To:	Maille, Nicholas R.
Cc:	Jennifer Harvey
Subject:	Peckham Industries Meeting Follow-up
Attachments:	Fraud Protection Letter 072125.pdf

Warning: Unusual sender <pmill@peckham.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Investigator Maille,

We have collected the following information based on our discussion yesterday:

1) Our Finance Department has reviewed the past five (5) years of payment history – and that review reveals zero (0) electronic fund transfers and only a single credit card payment. Payments were overwhelmingly made via checks. Our Finance Department views the single credit card transaction as an anomaly.

2) The County has averaged 31 payments to Peckham per year over the past 5 years.

3) We sent a letter to numerous customers, including Warren County, in July. We believe this letter was communicated to more than 6,700 emails, plus mailings, and was related to an attempted fraud – not one that caused damage to any of our companies or vendors – which arose from a July 14, 2025 fraudulent email sent to one of our customers in Massachusetts requesting a change in our payment method.[1] That customer appropriately reached out to us to verify the request, and as a result the attempted fraud was identified before any payments were made. Our system was not "hacked" at that time or any other, and we have no reports of our system or emails being compromised. Nonetheless, we felt that it was important to affirmatively advise our customers and vendors of best practices with regard to this sort of fraud.
   (1) A copy of our 7/21/25 letter is attached.
   (2) Our records show we used the hard-copy mailing address of our customer: 4028 Main St, Warrensburg NY 12885.
   (3) Our records also show that we emailed the letter to:
      1. d[illegible]@warrencountyny.gov
      2. k[illegible]@warrencountyny.gov
      3. c[illegible]@warrencountyny.gov

When our personnel were provided with the ACH transfer information relative to the County's transactions, we were provided with only partial information by the County. The partial information provided demonstrated accounts that we do not have and an EIN which is not correct. We requested further

information, including the fraudulent email from [redacted] (a domain name that has never been registered to us and an employee name which has not matched with any of our employees, past or present), but that information has not yet been forthcoming.

[1] Noting (as this incident was discussed at the meeting yesterday) that in the April-May timeframe, one of our vendors, an equipment distributor, was the apparent target of malware which allowed fraudsters to use the vendor's email system to communicate a fraudulent change in payment mode (from check to ACH), which resulted in our accounts payable personnel making several payments to the fraudulent account before the fraud was identified. Again, to our knowledge, our system was not compromised by the vendor's issue. That fraud was fully reported to law enforcement, including via IC3.gov and to the State Police. The event resulted in changes in our internal processes (as to verifications in payment changes and vendor contact information) and was not the impetus to send the letter in July.

I will respond in a separate email to coordinate a conference call regarding this subject.

Thank you,

J. Parker Mills
Vice President of Construction Services
Peckham Industries, Inc.
75 King Spring Road
Windsor Locks, CT 06096
Cell: 413.540.0439

PECKHAM
INDUSTRIES, INC.

Statement of Confidentiality
The contents of this e-mail and any attachments are intended solely for the use of the named addressee(s) and may contain confidential and/or privileged information. Any unauthorized use, copying, disclosure, or distribution of the contents of this e-mail is strictly prohibited by the sender and may be unlawful. If you are not the intended recipient, please notify the sender immediately and delete this email.

[redacted]

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[1] Noting (as I believe this incident was discussed at the meeting yesterday) that in the April-May timeframe, one of our vendors, an equipment distributor, was the apparent target of malware which allowed fraudsters to use the vendor's email system to communicate a fraudulent change in payment mode (from check to ACH), which resulted in our accounts payable personnel making several payments to the fraudulent account before the fraud was identified. Again, to our knowledge, our system was not compromised by the vendor's issue. That fraud was fully reported to law enforcement, including via IC3.gov and to the State Police. The event resulted in changes in our internal processes (as to verifications in payment changes and vendor contact information) and was not the impetus to send the letter in July.

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel: 914.949.2000 Fax: 914.517.0161

Date: July 21, 2025

Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.
We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These fraudulent emails often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have not changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- Verify any request to change banking details by contacting your regular representative via a known phone number.
- Review internal security protocols to ensure your accounts payable systems are protected.
- Watch for anomalies in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- Educate your teams about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:
On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.
If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel 914.949.2000 Fax 914.949.2075
www.peckham.com

January 15, 2026

Investigator Nicholas R. Maille
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

VIA EMAIL
Re: Warren County Investigation

Dear Investigator Maille:

As your office has requested, we have attached, via email, nineteen (19) emails between employees of Peckham Industries, Inc., and its various subsidiary companies, including Peckham Road Corp. (collectively, "Peckham"), and representatives of Warren County. These email chains span the period of time between November 20, 2025, and January 7, 2026, and they contain communications regarding the invoices and payments which we understand you are investigating. Should you wish to request additional materials from Peckham, please feel free to contact me.

As these emails contain employee names, email addresses and other contact information, as well as bank account numbers, invoice number and other sensitive information, Peckham requests that these materials be treated as exempt from disclosure pursuant to Public Officers Law § 87(2)(e) and (i). The basis for this request is that: (1) as to Public Officers Law § 87(2)(e), Peckham is providing these materials in furtherance of a law enforcement investigation, and these materials include information in which it has a reasonable expectation of privacy, such as account information and other nonpublic information; and (2) as to Public Officers Law § 87(2)(i), Peckham has implemented procedures to safeguard against social engineering, phishing or other fraudulent schemes, and disclosure of the nonpublic information contained in these emails (such as employee names, titles, email addresses, contact information and company policies and procedures) could be utilized to compromise its information technology assets, including its payment systems and customer accounts.

For the foregoing reasons, Peckham asks that these materials be marked and maintained in your office's records with the following legend: "***Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i).***" Should you have any questions about this request, please feel free to contact me.

Very truly yours,

Jennifer K. Harvey
Jennifer K. Harvey, Esq.
General Counsel

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

AFFIDAVIT

STATE OF NEW YORK :

::s

COUNTY OF PUTNAM :

Matt Dorman, being duly sworn, deposes and says:

1. I am the Director of Credit for Peckham Industries, Inc., and its various subsidiary companies, including Peckham Road Corp. (collectively, "Peckham").

2. I have personal knowledge of the facts set forth herein. The source of my knowledge is my personal observation and my knowledge of Peckham's financial operations.

3. I am providing this affidavit in response to the request of the Sheriff's Office of Warren County, New York, in furtherance of their investigation into Warren County, New York's ("Warren County") payment of Invoices 2516-06, 2517-06, 2577-01, 2520-01 and 2576-01 (the "Invoices") for materials and supplies pursuant to instructions provided by an unknown perpetrator fraudulently posing as a representative of Peckham.

4. I am informed that the perpetrator instructed Warren County to change the method of payment for the Invoices from payment to Peckham by paper checks to remitting payment by automated clearing house ("ACH") transfer.

5. At no time has Peckham requested or authorized any change in the form of payment from Warren County and, to the best of my knowledge, I affirm that no representative of Peckham requested that Warren County change its method of payment of the Invoices from paper check to any other form of payment.

6. I have also been asked to explain the circumstances surrounding Peckham's issuance of a July 21, 2025, letter to its customers, including various towns in Warren County (the "Fraud Alert"). A true and correct copy of the Fraud Alert is attached hereto as **Exhibit A**.

7. Peckham issued the Fraud Alert to its business partners and customers as a public service after one of its customers advised Peckham that someone posing as a Peckham employee had fraudulently attempted by email to convince the customer to change its method of payment to Peckham from paper check to ACH transfer. As part of this scheme, the imposter created a false domain name and email account at "Peckhan.com", and altered other contact information for an actual Peckham employee. The fraud was uncovered after the customer became suspicious and contacted Peckham through its official contact information, thereby preventing any theft of funds. A true and correct copy of the customer's email communication with the fraudulent imposter is attached as **Exhibit B**. Peckham issued the Fraud Alert promptly after learning of the scam.

8. Peckham sent the Fraud Alert to each of its municipal customers in Warren County at the following email and physical addresses:

1. Town of Bolton – Town of Bolton Highway Department:
   - A. Emails:
     - o
     - o
     - o
   - B. Physical Mailing:
     Town of Bolton Highway Dept.
     PO Box 7
     Bolton Landing, NY 12814
2. Town of Chester Highway Dept.:
   - A. Email:
   - B. Physical Mailing:
     Town of Chestertown Highway Dept.
     PO Box 423
     Chestertown NY 12817

3. Town of Hague:
   A. Email:
   B. Physical Mailing:
      Town of Hague
      PO Box 509
      Hague NY 12836
4. Town of Horicon Highway Dept.
   A. Emails:

   B. Physical Mailing:
      Town of Horicon
      PO Box 90
      Brant Lake. NY. 12815
5. Town of Johnsburg:
   A. Emails:
   B. Physical Mailing:
      Town of Johnsburg
      88 Skibowl Road
      North Creek NY 12853
6. Town of Lake George:
   A. Email:
   B. Physical Mailing:
      Town of Lake George
      Old Post Rd
      Lake George NY 12845
7. Town of Lake Luzerne Highway Department:
   A. Email:
   B. Physical Mailing:
      Town of Lake Luzerne Highway Dept.
      PO Box 370
      Lake Luzerne, NY 12846
8. Town of Queensbury Highway Dept.:
   A. Email:
   B. Physical Mailing:
      Town of Queensbury Highway Dept.
      Bay Road
      Queensbury, NY 12804
9. Town of Stony Creek Highway Dept.:
   A. Email:
   B. Physical Mailing:
      Town of Stony Creek Highway Dept.
      Hadley Road
      Stony Creek, NY12878
10. Town of Thurman Highway Dept.:
    A. Email:
    B. Physical Mailing:

Town of Thurman Highway Dept.
PO Box 29
Athol, NY. 12810

11. Town of Warrensburg/Town of Warrensburg Highway Dept..

A. Emails: ;

B. Physical Mailing:
Town of Warrensburg Highway Dept.
3797 Main Street
Warrensburg, NY, 12885

9. The procedures described in the Fraud Alert are consistent with the policies and procedures used by Peckham with regard to the payments that it makes to its own vendors – *i.e.*, entities that Peckham pays in exchange for goods and services. A true and correct copy of Peckham's written procedures are attached hereto as **Exhibit D**.

10. With regard to payments that Peckham receives from its customers (like the Towns listed above), Peckham has a policy to ensure that any payments by electronic fund transfer are authorized and properly routed. Should a customer wish to change the payment mode (we would not do so as this is a customer choice), they would be directed to Peckham's credit department, and a credit department employee would send a letter with proper routing instructions to the customer. A true and correct copy of such a letter is attached as **Exhibit E**.

11. While the account identified in **Exhibit E** has a debit block on it to prevent unauthorized withdrawals, any public disclosure of the account information and routing number for Peckham's bank account would violate Peckham's rights under state and federal law. Peckham has not redacted that information in **Exhibit E**, as it may be relevant to the ongoing criminal investigation. However, Peckham has a reasonable expectation that its confidential banking information will be exempt from public disclosure.

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[1] While Peckham's mass email service indicates that that an email was sent to Mr. Geraghty, it does not appear that it was ever opened. A true and correct copy of the report generated by the service is attached as **Exhibit C**.

12. Peckham has implemented these procedures to safeguard against social engineering, phishing or other fraudulent schemes which may be utilized to compromise its information technology assets, including its payment systems and customer accounts.

13. Accordingly, Peckham requests that **Exhibits D** and **E** be treated as exempt from disclosure in accordance with Public Officers Law § 87(2)(i).

14. In addition, as Peckham is providing these materials in furtherance of a law enforcement investigation, it requests that this affidavit and all of its exhibits be treated as exempt from disclosure in accordance with Public Officers Law § 87(2)(e).

Matt Dorman

Sworn to before me this
15th day of January, 2026

Janet E. Kalpaxis
Notary Public

JANET E. KALPAXIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6117742
Qualified in Putnam County
My Commission Expires 11/1/2028

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Procedure when Vendor requests change in Payment method

1.0 AP ADMINISTRATOR

1. Prepare EFT Authorization Form to request change to Bank Account and/or Routing Number in Vista.

2.0 SENIOR ACCOUNTANT

1. Verify information on request by calling Vendor contact phone number in Vista.
2. Document number called, who they spoke to, date and time on Internal form
3. Second verification - use the internet to confirm the phone number called belongs to vendor. If no confirmation can be made this way, contact the Peckham business lead for this vendor to identify a source to use as a second verification.
4. Document second source on internal form, print source attach to packet.
5. Provide Packet to Director of Business Process Improvement & Internal Controls for Audit.

3.0 DIRECTOR OF BUSINESS PROCESS IMPROVEMENT & INTERNAL CONTROLS

1. Review packet provided by Senior Accountant.
2. Approve the request to change to Vista.
3. Notify the Senior Accountant that the change is approved.

4.0 SENIOR ACCOUNTANT

1. Update Vista – Programs/AP Vendors

5.0 INFORMATION SYSTEMS (AUTOMATIC)

Email is sent to the Distribution group, which includes CFO, Controller, Director of Business Improvement & Internal Controls and AP Manager indicating a change to Bank Account and/or Routing Number in Vista was made.

6.0 Director of Business Process Improvement & Internal Controls

1. Upon receiving the IS email, review the changes made in Vista vs the approved, attached packet.

7.0 Corporate Controller

1. Receives the IS email (automatic) for any changes made to Bank Account, Routing Number and Phone Number in Vista.
2. Approves the weekly disbursements, specifically taking into consideration any IS emails where a change was made by anyone other than the Senior Accountant.
3. On Thursday morning, before the weekly disbursements run is processed, the HQ Audit Detail report for the last 7 days is generated to look for any unauthorized changes to Bank Account, Routing number, and Phone Number i.e., made by anyone besides the Senior Accountant or NT Authority\Network Service. NT Authority\Network Service is an IT based user id that allows

employee updates in Keystyle for Bank Account and Routing Number to flow into AP after they are reviewed/released by HR.

4. Report is printed to pdf, management review is documented with name and date reviewed and saved for retention to the network.
5. Unauthorized changes noted, are reported to the Director of Business Process Improvement & Internal Controls for further review.

8.0 AP Manager

1. If an unauthorized change is identified by the Controller, the AP Manager will be notified by the Controller to place the vendor as "Inactive" at the Vendor master level.
2. Open invoices will also be placed "Inactive" for payment by the AP Manager.
3. Once the Director of Business Improvement & Internal Controls indicates the unauthorized change has been reviewed and appropriately authorized, they will notify the AP Manager to release the vendor hold.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Rd, Brewster, NY 10509 • 914.949.2000
An Equal Opportunity Employer M/F • Fax 914.517.0461
Email: eft@peckham.com

RE: EFT Information

Bank Name: **KeyBank National Association**
Albany NY

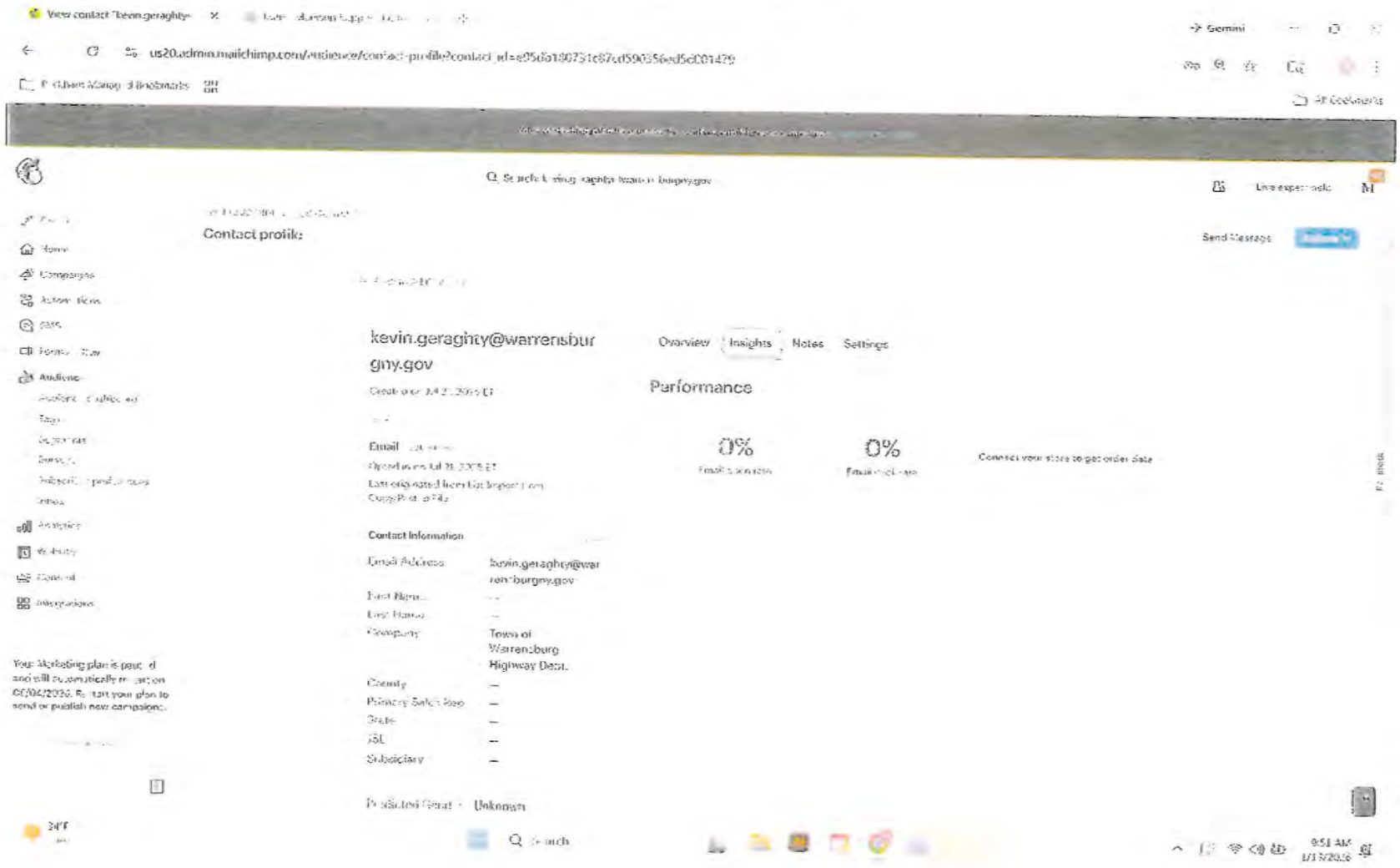
ABA Routing Number:

Account Name: **Peckham Industries Inc.**

Account Number:

Please send all remittance information to eft@peckham.com

EXHIBIT C


Contact profile:
kevin.geraghty@warrensburgny.gov
Overview
Insights
Notes
Settings
Performance
0%
0%
Contact Information
Email Address
kevin.geraghty@warrensburgny.gov
Company
Town of Warrensburg Highway Dept.
Send Message

PECKHAM INDUSTRIES, INC.
172 Prospect Hill Road, Brewster, NY 10509
Tel: 914.949.2000 Fax: 914.517.0461

Date: July 21, 2025

Subject: Fraud Alert: Impersonation Attempts Targeting Our Business Partners

Dear Business Partners:

We are reaching out to inform you of a matter that requires your immediate attention.
We have been made aware of recent fraudulent activity where fraudsters are impersonating our company and members to deceive customers and redirect payments. These phishing attempts are highly sophisticated and may reference Peckham member's names, specific invoices, and actual dollar amounts. While there is no indication that our internal systems have been compromised, the accuracy of the information used suggests that customer systems or records may be affected.

What You Need to Know:

- These fraudulent emails often request that future payments be sent to new or updated bank account information.
- They may appear to come from legitimate company domains or individuals within our organization.
- We have not changed our banking information. Any request to alter payment instructions should be treated as suspicious unless independently verified.

What You Can Do:

- **Verify any request to change banking details** by contacting your regular representative via a known phone number.
- **Review internal security protocols** to ensure your accounts payable systems are protected.
- **Watch for anomalies** in sender email addresses, urgent language, or unfamiliar contacts referencing legitimate-looking information. Look for misspellings of peckham.com
- **Educate your teams** about business email compromise (BEC) frauds and how to recognize phishing attempts.

We recommend reviewing your cybersecurity posture and confirming that access to your vendor payment systems has not been compromised.

Our Commitment to Transparency:
On 7/17/2025 a customer made us aware and therefore we are issuing this notice as part of our responsibility to keep you informed and help you take preventative action. While these incidents do not originate from our company systems, we take them seriously and are cooperating with the appropriate authorities.
If you have received any suspicious communication or have concerns about your payment processes with us, please contact us immediately at or 914-949-2000.

Thank you for your continued partnership and vigilance.

Sincerely,

Matt Dorman
Director of Credit
Peckham Industries, Inc.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

[redacted]
Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Outlook

Fw: Peckham Statement of Open Items

From Alan Corr <acorr@peckham.com>
Date Mon 1/5/2026 4:21 PM
To Jennifer Harvey <jharv@peckham.com>; Matt Dorman <mdorm@peckham.com>

Get Outlook for iOS

From: Matt Dorman <mdorm@peckham.com>
Sent: Thursday, July 17, 2025 12:55
To: Alan Corr <acorr@peckham.com>
Cc: Claire Morris <cmorr@peckham.com>; Kendall Polk <kpolk@peckham.com>; Matthew Webb <mwebb@peckham.com>
Subject: Fw: Peckham Statement of Open Items

Alan,

One of our customers was almost a victim of fraud.

Ashmi in Cybersecurity within our IT department was recently advised of the attempt.

In this instance the fraudster knew names of PII members and tried to appear as a PII member via email.

Although the customer initially resisted, they did try to send a wire but thankfully it did not leave their account. They then made phone calls and paused. Fraud averted.

Regards,

Matt Dorman
Director of Credit
Peckham Industries
172 Prospect Hill Rd
Brewster NY 10509
direct: 914-409-9219
cell: 973-885-7015

PECKHAM
INDUSTRIES, INC.
https://peckham.com/

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

From: Mary Britton <mbritton@geeleher.com>
Sent: Thursday, July 17, 2025 11:29 AM
To: Matt Dorman <mdorm@peckham.com>
Cc: Johanna May <jmay@peckham.com>
Subject: FW: Peckham Statement of Open Items

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,
See emails below....

Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <jsalv@peckhan.com>
Sent: Monday, July 14, 2025 3:16 PM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaro@peckhan.com>; credit <credit@peckhan.com>; Tim Durand <tdura@peckhan.com>
Subject: Re: Peckham Statement of Open Items

Mary

We received the check stubs showing the total amount sent to our bank account.

Thanks for your assistance with the payment process.

Joe

Joseph Salvon

JOHN S. LANE & SON, INC.
A PECKHAM PAPER COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 11:10 PM Mary Britton <[redacted]> wrote:

Hi Joe,
I just completed the Wire. I attached the check stubs of the 2 checks I sent out within the last week.
They list the invoices that were paid.
Total amount was $108,831.70 I deducted $70 – 2 stop payment charges and wire Fee.

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Let me know if you have any questions.
Thanks!

Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <jsalv@peckham.com>
Sent: Monday, July 14, 2025 1:20 PM
To: Mary Britton <mbritton@geeleher.com>
Cc: Ryan Geeleher <rgeeleher@geeleher.com>; Joe Caron <jcaron@peckham.com>; credit <credit@peckham.com>; Tim Durand <tdurand@peckham.com>
Subject: Re: Peckham Statement of Open Items

Mary

Can you please advise if the outstanding invoices payment has been sent to our bank account?

Joe

Joseph Salvon

JOHN P. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:17 PM Joe Salvon <jsalv@peckham.com> wrote:

Mary

It is a temporary issue.We will advise once we are back to receiving payments through checks.

Please advise once the payment is sent to our bank account.

Joe

Joseph Salvon

JOHN P. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

On Mon, Jul 14, 2025 at 7:12 PM Joe Salvon <[redacted]> wrote:

Ryan and Mary

Thanks so much for your assistance with this.

Kindly advise once the payment is sent to our bank account.

Joe

Joseph Salvon



JOHN B. LANE & SON, INC.

[redacted]

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:05 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

Lol don't be the biggest try to be the best!

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckham.com>
Sent: Monday, July 14, 2025 11:03 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>
Cc: Mary Britton <mbritton@geeleher.com>; Joe Caron <jcaron@peckham.com>; credit <credit@peckham.com>; Tim Durand <tdurand@peckham.com>
Subject: Re: Peckham Statement of Open Items

Ryan

We do not have access to our lock box.We have had several issues with check payments recently. Please we won't like to have the same issue with your payment.Please cancel the check issued and advise once this is done.

Joe

Joseph Salvon

[redacted]

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)



JOHN B. LANE & SON, INC.

A PECKHAM PAINT COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 7:00 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

Somebody lost the key to the lock box?

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
rgeeleher@geeleher.com
www.Geeleher.com

From: Joe Salvon <jsalv@peckham.com>
Sent: Monday, July 14, 2025 10:54 AM
To: Ryan Geeleher <rgeeleher@geeleher.com>; Mary Britton <mbritton@geeleher.com>
Cc: Joe Caron <jcaro@peckham.com>; credit <credit@peckham.com>; Tim Durand <tdura@peckham.com>
Subject: Re: Peckham Statement of Open Items

Ryan and Mary

You are correct we do receive payments through checks.But we currently have issues with check payment and our lockbox is closed at the moment. Please in order to avoid issues with your payment we advise that you cancel the check payment and send payment to our bank account.Our bank account information for payment is attached once again.The wire fee should be deducted from our payment.

Kindly advise once the check is cancelled.

Joe

Joseph Salvon



JOHN B. LANE & SON, INC.

A PECKHAM PAINT COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 6:48 PM Ryan Geeleher <rgeeleher@geeleher.com> wrote:

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Joe,

What the hell is going on with this? This seems to be going in a circle. We are not doing wire transfers or ach payments. We will mail a check through the us postal system like we have for 20 plus years.

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
[redacted]
www.Geeleher.com

From: Joe Salvon <[redacted]>
Sent: Monday, July 14, 2025 10:45 AM
To: Mary Britton <[redacted]>
Cc: Ryan Geeleher <[redacted]>; Joe Caron <[redacted]>; credit <[redacted]>; Tim Durand <[redacted]>
Subject: Re: Peckham Statement of Open Items

Mary

The transfer fees should be deducted from our payment to make it more convenient.The due invoices payment can be sent once and you just confirm the invoice numbers of the invoices that were paid.This is the best way we can accept payment if you can't pay through ACH.

Can you please advise on when we should expect the outstanding invoices payment?

Joe

Joseph Salvon

JOHN B. LANE & SON, INC.
A PECKHAM FAMILY OF COMPANIES

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 6:24 PM Mary Britton <[redacted]> wrote:

> Hi Joe
> Received. I'm not sure this is going to work on my end. Wiring each payment?
> That requires a significantly more amount of time and a bank fee.
> In order for us to remain current with our payments- it would be best to continue with checks.
> Unless we wanted to move to a 60/ 90 day term for invoices.

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Mary Britton
Geeleher Enterprises, Inc.
39 College Highway
Southampton, MA 01073
P: 413-527-0448
F: 413-527-3789

From: Joe Salvon <[redacted]>
Sent: Monday, July 14, 2025 10:18 AM
To: Mary Britton <[redacted]>
Cc: Ryan Geeleher <[redacted]>; Joe Caron <[redacted]>; credit <[redacted]>; Tim Durand <[redacted]>
Subject: Re: Peckham Statement of Open Items

Mary

Can you please advise if you received our updated bank account information sent earlier today?

Joe

Joseph Salvon

JOHN B. LANE & SON, INC.
A PECKHAM FAMILY COMPANY

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 5:53 PM Joe Salvon <[redacted]> wrote:

> Mary
>
> I would like to inform you that going forward we would be receiving payments with our bank account.Our bank account information for payment is attached.Please make sure the outstanding invoices payment is sent to our bank account this week.
>
> Can you please advise on the payment status of the due invoices?
>
> Joe
>
> ***Joseph Salvon***
>
> JOHN B. LANE & SON, INC.
> A PECKHAM FAMILY COMPANY
>
> www.peckham.com

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

(786) 353-4515

On Mon, Jul 14, 2025 at 4:53 PM Ryan Geeleher <[redacted]> wrote:

Yeah Mary handles all of this. I included her on here.

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073
Office : 413-527-0448
Mobile : 413-326-0592
[redacted]
[redacted]

From: Joe Salvon <[redacted]>
Sent: Monday, July 14, 2025 8:50 AM
To: Ryan Geeleher <[redacted]>
Cc: Joe Caron <[redacted]>; Tim Durand <[redacted]>; credit <[redacted]>
Subject: Re: Peckham Statement of Open Items

Ryan

Attached is our bank account information for payment.The recent statement with invoices due for payment is attached.Please make sure the outstanding invoices payment is sent to our updated bank account this week.

Can you please advise once you receive our bank account information?

Joe

Joseph Salvon

JOHN B. LANE & SON, INC.
[redacted]

www.peckham.com
(786) 353-4515

On Mon, Jul 14, 2025 at 4:44 PM Ryan Geeleher <[redacted]> wrote:

I have no clue what you are talking about...

Ryan Geeleher
President
Geeleher Enterprises, inc
39 College Highway
Southampton, MA 01073

[redacted] Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

Office : 413-527-0448
Mobile : 413-326-0592
[redacted]
www.Geeleher.com

From: Joe Salvon <[redacted]>
Sent: Monday, July 14, 2025 8:24 AM
To: Ryan Geeleher <[redacted]>
Cc: Joe Caron <[redacted]>; Tim Durand <[redacted]>; credit <[redacted]>
Subject: Peckham Statement of Open Items

Ryan

I would like to inform you that regarding the outstanding invoices payment and going forward we would be receiving payments with our bank account due to the recent issues we had with check payment and deliveries.I will be sending our new bank account information shortly.

Joe

Joseph Salvon

JOHN E. LANE & SON, INC.
A PECKHAM COMPANY

www.peckham.com
(786) 353-4515

Exempt from FOIL pursuant to Public Officers Law § 87(2)(e) and (i)

0.0

1.065.121.510 +
516.794.270 +
720.774.650 +

003

2.172.481.430 =

Partial Payment
for D. 5112 8370 280
$21,994.40
Outstanding
pending transfer
of funds.

OK to PAY
ESD 11/19/25
PO 2025-927 $765,121.31 8369
2025-928 $296,832.70 8370
$3,167.30 NO PO

Invoice # : 25-2516-06
Date : 10/21/25
Application # : 6
Work Period : Start: 06/06/25 End: 08/08/25

From: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

To: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice Due Date: 11/20/25

Contract: 25-2516 WC 2-25 - 25-1 Stony Creek Rd/Warrensburg Rd Thurma **Payment Terms:** Net 30 Days

Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	203.2401-17 Shoulder Backup Material	$41,035.20	996.00	1,160.86	1,160.86	TON	41.200	$47,827.43	$47,827.43	116.55%
2	304.6000-17 Full Depth Reclamation of Asphalt Pavement	$107,713.88	19,373.00	21,600.00	21,600.00	SY	5.560	$120,096.00	$120,096.00	111.50%
4	402.018904 Truing & Leveling F9, HMA, 80 Series Compaction	$24,957.00	295.00	853.65	853.65	TON	84.600	$72,218.79	$72,218.79	289.37%
5	402.127204 12.5 F2 Top Course HMA, 70 Series Compaction	$300,499.65	3,571.00	3,774.96	3,774.96	TON	84.150	$317,662.88	$317,662.88	105.71%
6	402.197904 19 F9 Binder Course HMA, 70 Series Compaction	$230,732.00	2,960.00	3,035.77	3,035.77	TON	77.950	$236,638.27	$236,638.27	102.56%
7	407.0102 Diluted Tack Coat	$7,030.00	3,800.00	2,467.00	2,467.00	GAL	1.850	$4,563.95	$4,563.95	64.92%
8	416.2000-18 Asphalt Emulsion	$120,887.52	58,119.00	45,867.00	45,867.00	GAL	2.080	$95,403.36	$95,403.36	78.92%
9	490.1 Production Cold Milling of Bituminous Concrete	$34,760.55	21,067.00	21,850.00	21,850.00	SY	1.650	$36,052.50	$36,052.50	103.72%
10	608.020102 HMA Sidewalks, Driveways and Bicycle Paths, and V	$8,580.00	22.00	37.02	37.02	TON	390.000	$14,437.80	$14,437.80	168.27%
11	619.01 Basic Work Zone Traffic Control	$94,750.00	0.00	0.00	0.00	LS	0.000	$94,750.00	$94,750.00	100.00%
12	625.01 Survey Operations	$3,370.00	0.00	0.00	0.00	LS	0.000	$3,370.00	$3,370.00	100.00%
13	640.2 White Paint Reflectorized Pavement Stripes - 20 mils	$9,055.72	29,212.00	32,960.00	32,960.00	LF	0.310	$10,217.60	$10,217.60	112.83%
14	640.21 Yellow Paint Reflectorized Pavement Stripes - 20 mils	$9,055.72	29,212.00	32,956.00	32,956.00	LF	0.310	$10,216.36	$10,216.36	112.82%
17	698.05 Fuel Price Adjustment	$16,400.00	16,400.00	1,298.68	1,298.68	DC	1.000	$1,298.68	$1,298.68	7.92%
18	699.040001 Mobilization (Maximum 4% of SUBTOTAL)	$11,035.00	0.00	0.00	0.00	LS	0.000	$11,035.00	$11,035.00	100.00%
23	698.04 Asphalt Price Adjustment	$1.00	1.00	11,327.09	11,327.09	DC	1.000	$11,327.09	$11,327.09	1,709.00%

Please detach and return this stub with your payment

Make check payable to: **Peckham Industries, Inc**
PO Box 1055
Albany, NY 12201-1055

For copies of invoices and tickets, please visit our
Customer Portal at
www.peckham.com/portal

Sales Subtotal	Tax Amount	Amount
		$1,087,115.71 ✓

~~$1,140,588.04~~ total
1,087,115.71 CO#2

$1,066,121.31

Invoice Number: 25-2516-06
Customer Number: 194241
Invoice Date: 10/21/25

Customer: **Warren County Highway Dept.**
4028 Main Street
Warrensburg, NY 12885

See Note Field for
Invoices Without Required
Purchase Order Memo

Invoice # : 25-2516-06
Date : 10/21/25
Application # : 6
Work Period : Start: 06/06/25 End: 08/08/25

From: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

To: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice Due Date: 11/20/25

Contract: 25-2516 WC 2-25 - 25-1 Stony Creek Rd/Warrensburg Rd Thurman Payment Terms: Net 30 Days

Total Billed To Date:	$1,087,115.71
Less Retainage:	$0.00
Less Previous Applications:	$0.00
Total Due This Invoice:	~~$1,087,115.71~~

$ 1,065,121.31

Please detach and return this stub with your payment

Make check payable to: Peckham Industries, Inc
PO Box 1055
Albany, NY 12201-1055

For copies of invoices and tickets, please visit our

Customer Portal at
www.peckham.com/portal

Sales Subtotal	Tax Amount	Amount
		$1,087,115.71

Invoice Number: 25-2516-06
Customer Number: 194241
Invoice Date: 10/21/25

Customer: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Peckham Road Corporation TAX# 13/3493213

ADDRESS 438 Vaughn Road, Hudson Falls, NY 12839

PAYROLL NO. 3

FOR WEEK ENDING 07/05/2025

PROJECT AND LOCATION WARREN CO HWY DEPT - WC 2-25 -25-1 - STONY CREEK RD/WARRENSBURG RD , THURMAN, NY - HMA

PROJECT OR CONTRACT NO. 25-2516

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 7/16/2025

I, Caleb Edelstein (Name of Signatory Party) Senior Estimator- PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) on the

STONY CREEK RD/WSBG RD - HMA (Building or Work); that during the payroll period commencing on the

29th day of JUNE, 2025, and ending the 5th day of JULY, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Caleb Edelstein Senior Estimator- PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2516**

Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Lindsay, Scott M 72 TRIPOLI RD HUDSON FALLS NY 12839 xxx-xx-7231		Sex: M Race C	Operator A	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	54.90 0.00 0.00 26.44	1. 4.49 2. 3. 0.24 4. 0.17 5. 1.25 6.	3,386.31	250.11	504.07	201.32	385.13	1,666.43	DirectDep. 2,045.68
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00									
Lindsay, Scott M 72 TRIPOLI RD HUDSON FALLS NY 12839 xxx-xx-7231		Sex: M Race C	Operator A	0.00	0.00	7.50	8.00	0.00	0.00	0.00	15.50	57.30 85.95 0.00 27.54	1. 4.49 2. 3. 0.24 4. 0.17 5. 1.25 6.	3,386.31	250.11	504.07	201.32	385.13	1,666.43	DirectDep. 2,045.68
				0.00	0.00	4.00	2.50	0.00	0.00	0.00	6.50									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	11.50	10.50	0.00	0.00	0.00	22.00									
Dewey, Scott H PO BOX 4 HARTFORD NY 12838 xxx-xx-6510		Sex: M Race C	SR Foreman	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00	57.30 85.95 0.00 26.31	1. 4.57 2. 1.14 3. 0.23 4. 0.16 5. 1.26 6.	4,041.09	246.65	480.34	170.76	584.74	544.35	DirectDep. 2,558.60
				0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	9.00	0.00	0.00	0.00	9.00									
Smith, Michael J 568 BROWNING ROAD SALT POINT N 12578 xxx-xx-8156		Sex: M Race C	Operator C	0.00	0.00	2.25	0.00	0.00	0.00	0.00	2.25	53.82 80.73 0.00 27.35	1. 4.00 2. 1.05 3. 0.22 4. 0.15 5. 0.94 6.	4,690.30	349.87	832.33	265.29	632.92	464.20	DirectDep. 2,609.89
				0.00	0.00	4.25	0.00	0.00	0.00	0.00	4.25									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	6.50	0.00	0.00	0.00	0.00	6.50									
Pierce, Zachery Robert 170 Old Route 82 Hudson NY 12534 xxx-xx-6553		Sex: M Race C	Operator C	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00	53.82 80.73 0.00 16.99	1. 13.87 2. 0.82 3. 0.19 4. 0.13 5. 1.60 6.	3,199.77	226.07	478.62	163.41	600.67	551.66	DirectDep. 1,731.00
				0.00	0.00	1.50	0.00	0.00	0.00	0.00	1.50									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	9.50	0.00	0.00	0.00	0.00	9.50									
Gudikunst, Kaitlin Ann 205 GEER ROAD HUDSON FALLS NY 12839 xxx-xx-4316		Sex: F Race C	Laborer A	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	33.32 49.98 0.00 18.39	1. 7.20 2. 0.86 3. 0.18 4. 0.13 5. 1.52 6.	2,092.96	154.38	281.99	99.03	263.36	1,136.82	DirectDep. 1,294.20
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	12.25	0.00	0.00	0.00	0.00	0.00	12.25									
Gudikunst, Kaitlin Ann 205 GEER ROAD HUDSON FALLS NY 12839 xxx-xx-4316		Sex: F Race C	Laborer A	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00	35.32 52.98 0.00 19.46	1. 7.20 2. 0.86 3. 0.18 4. 0.13 5. 1.52 6.	2,092.96	154.38	281.99	99.03	263.36	1,136.82	DirectDep. 1,294.20
				0.00	0.00	1.25	0.50	0.00	0.00	0.00	1.75									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	9.25	8.50	0.00	0.00	0.00	17.75									

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2516**

Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
436 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Fleury, Anthony M 523 DALTON HILL ROAD WITHERBEE NY 12998 xxx-xx-4612		Sex: M Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.50 0.00 0.00 6.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.50 0.00 0.00 6.50	35.32 0.00 0.00 19.97	1. 7.58 2. 0.16 3. 0.03 4. 0.02 5. 1.61 6.	2,141.81	153.91	284.39	99.88	343.48	229.58	DirectDep. 1,260.15
Saunders, Jeremy 85 MAIN ST 2 SOUTH GLENS FALLS NY 12803 xxx-xx-1652		Sex: M Race C	M & P Foreperson	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	7.00 4.75 0.00 11.75	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	7.00 4.75 0.00 11.75	40.52 60.78 0.00 22.06	1. 5.79 2. 3. 0.18 4. 0.13 5. 1.20 6.	3,613.09	266.45	654.61	222.54	386.38	572.35	DirectDep. 2,083.11
Linendoll, Dennis 21 Leonard Street Glens Falls NY 12801 xxx-xx-4936		Sex: M Race C	M & P Foreperson	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 2.50 0.00 10.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 2.50 0.00 10.50	40.52 60.78 0.00 17.12	1. 10.80 2. 3. 0.18 4. 0.13 5. 1.13 6.	2,881.27	187.22	425.86	144.59	443.82	476.11	DirectDep. 1,479.78
Flint, Elisha James 4027 State Route 4 Hudson Falls NY 12839 xxx-xx-2980		Sex: M Race C	Operator C	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 3.00 0.00 11.00	8.00 1.00 0.00 9.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	16.00 4.00 0.00 20.00	53.82 80.73 0.00 31.48	1. 2. 0.87 3. 0.18 4. 0.13 5. 1.05 6.	3,130.52	239.49	387.50	192.29	350.93	1,184.04	DirectDep. 1,960.31
Carr, Crystal Renee 29 DUNCAN RD GANSEVOORT NY 12831 xxx-xx-4259		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	8.00 4.25 0.00 12.25	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 4.25 0.00 12.25	33.32 49.98 0.00 26.93	1. 2. 3. 4. 5. 1.37 6.	2,157.38	165.04	254.26	120.70	21.05	827.77	DirectDep. 1,596.33
Carr, Crystal Renee 29 DUNCAN RD GANSEVOORT NY 12831 xxx-xx-4259		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 1.25 0.00 9.25	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 1.25 0.00 9.25	35.32 52.98 0.00 28.00	1. 2. 3. 4. 5. 1.37 6.	2,157.38	165.04	254.26	120.70	21.05	827.77	DirectDep. 1,596.33
Carr, Crystal Renee 29 DUNCAN RD GANSEVOORT NY 12831 xxx-xx-4259		Sex: F Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.50 0.00 0.00 6.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.50 0.00 0.00 6.50	35.52 0.00 0.00 28.00	1. 2. 3. 4. 5. 1.37 6.	2,157.38	165.04	254.26	120.70	21.05	230.88	DirectDep. 1,596.33

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2516**
Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Monica, Matthew 90 HIGH ROCK AVE, Apt D SARATOGA SPRINGS NY 12866 xxx-xx-0272		Sex: M Race C	Laborer A	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00	35.32	1. 2. 3. 4. 5. 6.							
				0.00	0.00	1.25	0.00	0.00	0.00	0.00	1.25	52.98 0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	9.25	0.00	0.00	0.00	0.00	9.25	29.37		2,673.97	204.57	440.57	161.89	0.00	348.79	1,866.94
Granger, William 230 BALDWIN ROAD TICONDEROGA NY 12883 xxx-xx-8680		Sex: M Race C	Operator C	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00	53.62	1. 2. 3. 4. 5. 1.43 6.							
				0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00	80.73 0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	9.00	0.00	0.00	0.00	9.00	32.27		1,996.97	152.77	312.98	206.71	19.65	511.29	1,302.86
Davis, Kennedy Grace 20 MOUNT HOPE AVE TICONDEROGA NY 12883 xxx-xx-2524		Sex: F Race C	Laborer A	0.00	0.00	0.00	6.50	0.00	0.00	0.00	6.50	35.32	1. 2. 3. 4. 5. 1.43 6.							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								2020515490
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	6.50	0.00	0.00	0.00	6.50	27.94		921.15	70.47	72.38	43.84	0.00	229.56	734.46
Wright, Abigail Lynn 1521 COUNTY ROUTE 28 GRANVILLE NY 12832 xxx-xx-1461		Sex: F Race C	Laborer A	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	33.32	1. 2. 0.45 3. 0.11 4. 0.08 5. 1.00 6.							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	26.66		1,615.10	123.56	177.10	99.38	96.91	133.28	1,118.15
Van Guilder , Meaghan 305 COUNTY ROUTE 74A GREENWICH NY 12834 xxx-xx-0786		Sex: F Race C	Laborer A	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	33.32	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.							
				0.00	4.25	0.00	0.00	0.00	0.00	0.00	4.25	49.98 0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	12.25	0.00	0.00	0.00	0.00	0.00	12.25	26.66		2,071.39	158.47	95.34	113.21	0.00	788.03	1,704.37
Van Guilder , Meaghan 305 COUNTY ROUTE 74A GREENWICH NY 12834 xxx-xx-0786		Sex: F Race C	Laborer A	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00	35.32	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.							
				0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50	52.98 0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	8.50	0.00	0.00	0.00	8.50	27.73		2,071.39	158.47	95.34	113.21	0.00	788.03	1,704.37
Barnao, Austin M 319 CO. RTE 56 TICONDEROGA NY 12883 xxx-xx-3487		Sex: M Race C	Laborer A	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00	35.32	1. 2. 3. 4. 5. 1.39 6.							
				0.00	0.00	3.25	0.00	0.00	0.00	0.00	3.25	52.98 0.00								2020515491
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	11.25	0.00	0.00	0.00	0.00	11.25	27.98		1,715.06	131.20	220.41	90.69	0.00	454.75	1,272.76

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2516**

Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun	Mon	Tue	Wed	Thu	Fri	Sat					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	OTHER		
				29	30	01	02	03	04	05										
Altamura, Madison 319 CO. RTE 56 TICONDEROGA NY 12883		Sex: F	Laborer A	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00	35.32	1. 2. 3. 4. 5. 1.39 6.							2020515493
				0.00	0.00	3.25	0.00	0.00	0.00	0.00	3.25	52.98 0.00								
xxx-xx-3664		Race H		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	11.25	0.00	0.00	0.00	0.00	11.25	27.98		1,715.06	131.21	0.00	90.69	0.00	454.75	1,493.16
Nelson, Fitzroy Antonio 20 MADISON ST GRANVILLE NY 1283		Sex: M	Teamster-2	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00	41.84	1. 2. 3. 4. 5. 6.							DirectDep.
				0.00	0.00	3.25	0.50	0.00	0.00	0.00	3.75	62.76 0.00								
xxx-xx-4352		Race B		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	11.25	8.50	0.00	0.00	0.00	19.75	30.87		2,453.29	187.67	392.61	149.17	0.00	904.79	1,723.84

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Peckham Road Corporation TAX# 13/3493213	438 Vaughn Road, Hudson Falls, NY 12839	7	08/09/2025	WARREN CO HWY DEPT - WC 2-25 -25-1 - STONY CREEK RD/WARRENSBURG RD , THURMAN, NY - HMA	25-2516

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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See Attached

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:25-2516
Project Name:WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 08/09/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 03	Mon 04	Tue 05	Wed 06	Thu 07	Fri 08	Sat 09	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Mandy, Gary J 268 Flek Road Morish NY 12960 xxx-xx-1687		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	58.39 0.00 0.00 30.50	1. 2. 1.08 3. 0.22 4. 0.15 5. 1.77 6.	3,475.60	265.89	374.36	189.51	425.15	451.12	DirectDep. 2,220.69
Pratt, Michael J PO Box 120 Morish Center NY 12961 xxx-xx-2362		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	6.50 2.00 0.00 8.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.50 2.00 0.00 8.50	58.39 84.59 0.00 30.67	1. 2. 1.08 3. 0.21 4. 0.15 5. 1.84 6.	5,294.82	405.05	1,024.16	381.04	784.22	535.71	DirectDep. 2,710.35
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839 xxx-xx-8436		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	7.25 1.25 0.00 8.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	7.25 1.25 0.00 8.50	56.39 84.59 0.00 28.60	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.	5,256.73	392.20	972.66	280.78	760.78	514.56	DirectDep. 2,870.29
Martelle, Cody Dean 65 GEM OAK DR WELLS VT 05774 xxx-xx-9205		Sex: M Race C	SR Foreman	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	57.30 85.95 0.00 24.88	1. 6.37 2. 0.35 3. 0.25 4. 0.18 5. 1.88 6.	5,250.19	338.16	919.32	276.08	250.07	501.38	DirectDep. 3,466.58
Wilson, Barry E 15 County Route 3 Putnam NY 12861 xxx-xx-4811		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	58.39 84.59 0.00 30.60	1. 2. 1.10 3. 0.23 4. 0.15 5. 1.62 6.	5,933.98	431.00	834.42	662.75	563.40	493.41	DirectDep. 3,122.39
Wilde, James H 211 RIVER RD Warrensburg NY 12885 xxx-xx-9290		Sex: M Race C	M & P Foreperson	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	40.52 60.78 0.00 19.70	1. 6.39 2. 1.16 3. 0.24 4. 0.17 5. 1.71 6.	2,877.28	210.15	570.90	174.52	785.43	445.72	DirectDep. 1,216.27
Lindsay, Scott M 72 TRIPOLI RD HUDSON FALLS NY 12839 xxx-xx-7231		Sex: M Race C	Operator A	0.00 0.00 0.00 0.00	8.00 2.50 0.00 10.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 2.50 0.00 10.50	57.30 85.95 0.00 27.54	1. 4.49 2. 3. 0.24 4. 0.17 5. 1.25 6.	4,213.55	313.39	702.61	226.28	393.40	673.28	DirectDep. 2,577.87

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:25-2516

Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 08/09/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 03	Mon 04	Tue 05	Wed 06	Thu 07	Fri 08	Sat 09	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Burch, Benjamin C 1488 BURCH ROAD GRANVILLE NY 12832 xxx-xx-4878		Sex: M Race C	Operator C	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	53.82 0.00 0.00 26.70	1. 4.51 2. 0.91 3. 0.22 4. 0.15 5. 1.20 6.	3,298.41	242.39	531.75	195.37	329.91	430.56	DirectDep. 1,998.99
Boyark, Matthew Harold 62 HARRISON AVE SOUTH GLENS FALLS NY 12803 xxx-xx-1767		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	16.00 0.50 0.00 16.50	35.52 53.26 0.00 13.35	1. 14.36 2 3. 0.15 4. 0.10 5. 1.39 6.	2,436.15	175.48	207.39	109.38	144.26	594.96	DirectDep. 1,799.62
Austin, Candi 96 West Street Whitehall NY 12887 xxx-xx-7157		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	8.00 1.00 0.00 9.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 1.00 0.00 9.00	35.32 52.98 0.00 26.89	1. 2. 0.74 3. 0.18 4. 0.12 5. 1.44 6.	2,598.13	188.78	278.08	141.07	159.45	336.54	DirectDep. 1,820.79
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883 xxx-xx-7427		Sex: M Race C	M & P Foreperson	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	40.52 60.78 0.00 26.83	1. 2. 0.90 3. 0.19 4. 0.13 5. 1.52 6.	3,162.04	241.90	430.44	147.92	695.65	354.55	DirectDep. 1,846.13
Carr, Crystal Renee 29 DUNCAN RD GANSEVOORT NY 12831 xxx-xx-4259		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	8.00 1.00 0.00 9.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	16.00 1.00 0.00 17.00	35.32 52.98 0.00 28.00	1. 2. 3. 4. 5. 1.37 6.	2,221.77	169.96	288.42	125.58	21.05	618.10	DirectDep. 1,836.76
Chapin, Seth F 18 CHAPIN FARM LANE FORT ANN NY 12827 xxx-xx-1970		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	0.00 0.00 0.00 0.00	8.00 0.50 0.00 8.50	35.52 53.28 0.00 27.00	1. 2. 0.73 3. 0.15 4. 0.10 5. 1.39 6.	3,598.66	275.14	592.96	208.35	287.73	310.80	DirectDep. 2,234.48
La Fountain, Abigail Rose 23 ROCK WAY CROWN POINT NY 12928 xxx-xx-2298		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	8.00 0.00 0.00 8.00	35.32 0.00 0.00 27.98	1. 2. 3. 4. 5. 1.39 6.	506.40	38.74	22.61	19.42	0.00	282.58	DirectDep. 425.63

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2516**
Project Name:**WC 2-25 - Stony Creek Rd/Warrensburg Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 08/09/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26
Page: 15

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 03	Mon 04	Tue 05	Wed 06	Thu 07	Fri 08	Sat 09	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Magoon, Adrian Wendall 69 LANDON HILL ROAD CHESTERTOWN NY 12817		Sex: M	Laborer B	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	35.52	1. 2. 0.45 3. 0.11 4. 0.08 5. 1.00 6.							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-0639		Race C		0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	27.73		2,860.45	203.53	399.01	148.60	159.63	284.18	1,749.68

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

Date 8/14/2025

I, Dominique Bisignano (Name of Signatory Party) Contract Administrator & EEO - PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) on the

STONY CREEK RD/WSBG RD - HMA (Building or Work); that during the payroll period commencing on the

3rd day of AUGUST, 2025, and ending the 9th day of AUGUST, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Dominique Bisignano Contract Administrator & EEO - PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

PECKHAM ROAD CORPORATION TAX#13/3493213

ADDRESS 438 VAUGHN ROAD, HUDSON FALLS, NY 12839

PAYROLL NO. 3

FOR WEEK ENDING 07/05/2025

PROJECT AND LOCATION WARREN CO HWY DEPT - WC 2-25 - STONY CREEK RD , WARRENSBURG RD - FDR

PROJECT OR CONTRACT NO. 25-3521

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 7/16/2025

I, CALEB EDELSTEIN (Name of Signatory Party) SENIOR ESTIMATOR - PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

PECKHAM ROAD CORPORATION TAX#13/3493213 (Contractor or Subcontractor) on the

STONY CREEK RD, WSBG RD - FDR (Building or Work); that during the payroll period commencing on the

29th day of JUNE, 2025, and ending the 5th day of JULY, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

PECKHAM ROAD CORPORATION TAX#13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
CALEB EDELSTEIN SENIOR ESTIMATOR - PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-3521**
Project Name:**PRC - WC 2-25 - Stony Creek Rd/Warrensburg Rd FDR**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Kennedy, Craig S 698 MANORVILLE RD SAUGERTIES N' 12477 xxx-xx-1947		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	5.50 6.50 0.00 12.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	5.50 6.50 0.00 12.00	53.99 80.99 0.00 9.89	1. 19.69 2. 1.00 3. 0.20 4. 0.14 5. 1.66 6.	4,791.80	340.60	333.46	210.13	770.69	1,746.74	DirectDep. 3,136.92
Kennedy, Craig S 698 MANORVILLE RD SAUGERTIES N' 12477 xxx-xx-1947		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 1.25 0.00 9.25	6.50 0.00 0.00 6.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	14.50 1.25 0.00 15.75	56.39 84.59 0.00 10.99	1. 19.69 2. 1.00 3. 0.20 4. 0.14 5. 1.66 6.	4,791.80	340.60	333.46	210.13	770.69	1,746.74	DirectDep. 3,136.92
Hoyt, Tyler 50 Rt 56 Maplecrest NY 12454 xxx-xx-7449		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	6.00 6.00 0.00 12.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.00 6.00 0.00 12.00	53.99 80.99 0.00 24.45	1. 5.21 2. 1.16 3. 0.24 4. 0.17 5. 1.37 6.	3,792.30	281.14	593.10	202.14	745.97	1,803.72	DirectDep. 1,969.95
Hoyt, Tyler 50 Rt 56 Maplecrest NY 12454 xxx-xx-7449		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.00 3.25 0.00 9.25	6.00 0.50 0.00 6.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	12.00 3.75 0.00 15.75	56.39 84.59 0.00 25.55	1. 5.21 2. 1.16 3. 0.24 4. 0.17 5. 1.37 6.	3,792.30	281.14	593.10	202.14	745.97	1,803.72	DirectDep. 1,969.95
Hoyt, Kevin D 241 COUNTY RT 357 MEDUSA NY 12120 xxx-xx-3912		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	6.00 6.00 0.00 12.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.00 6.00 0.00 12.00	53.99 80.99 0.00 29.49	1. 2. 1.12 3. 0.23 4. 0.16 5. 1.59 6.	4,036.51	308.80	700.71	232.92	444.02	1,803.72	DirectDep. 2,350.06
Hoyt, Kevin D 241 COUNTY RT 357 MEDUSA NY 12120 xxx-xx-3912		Sex: M Race C	Operator B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	6.00 3.25 0.00 9.25	6.00 0.50 0.00 6.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	12.00 3.75 0.00 15.75	56.39 84.59 0.00 30.59	1. 2. 1.12 3. 0.23 4. 0.16 5. 1.59 6.	4,036.51	308.80	700.71	232.92	444.02	1,803.72	DirectDep. 2,350.06
Ballard, Daniel J PO Box 282 Grand Gorge NY 12434 xxx-xx-5384		Sex: M Race C	Operator A	0.00 0.00 0.00 0.00	8.00 3.50 0.00 11.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 3.50 0.00 11.50	54.90 82.35 0.00 30.12	1. 2. 3. 0.13 4. 0.09 5. 2.26 6.	3,463.87	264.98	548.24	220.26	0.00	1,601.26	DirectDep. 2,430.39

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-3521**

Project Name:**PRC - WC 2-25 - Stony Creek Rd/Warrensburg Rd FDR**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	OTHER		
Ballard, Daniel J PO Box 282 Grand Gorge NY 12434		Sex: M	Operator A	0.00	0.00	8.00	6.50	0.00	0.00	0.00	14.50	57.30	1. 2. 3. 0.13 4. 0.09 5. 2.26 6.							DirectDep.
				0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50	85.95 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5364		Race C		0.00	0.00	8.50	6.50	0.00	0.00	0.00	15.00	31.22		3,463.87	264.98	548.24	220.26	0.00	1,601.26	2,430.39

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

Peckham Road Corp

CLIENT NO.
TRX

[ ] CONTRACTOR OR [X] SUBCONTRACTOR
Straight Line Industries, Inc.

PROJECT #
Warren Co 2025 WC 25-2

PREPARED FOR
N.Y.S. DEPARTMENT OF LABOR
REPORT-WAGE AND HOUR AND PUBLIC
CONTRACTS DIVISION

WEEK ENDING
7/19/2025

PAGE
1

	SOC. SECURITY NO. NAME (1) ADDRESS JOB CLASSIFICATION (3)			HOURS WORKED EACH DAY (4) SUN.	MON.	TUE.	WED.	THUR.	FRI.	SAT.	(5) TOTAL HOURS	(6) HOURLY RATE	(6A) FRINGE RATE	(6B) FRINGES PAID IN CASH	(7) GROSS PAY	(8) DEDUCTIONS FICA	FEDERAL TAX	STATE TAX	SUI / DISABILITY	OTHER DEDUCT.	TOTAL DEDUCT.	(9) NET PAY
1	xxx-xx-5467 Essegian, Robert 41 Bloomingdale Ave East Greenbush, NY 12061 Teamster	White Male	O.T. REG. JOB WEEK						4		0 4	64.17 42.78	30.87	Y	294.60 3,441.34	263.27	617.41	215.16	13.95	173.82	1,283.61	2,157.73
2	xxx-xx-0708 Kstras, Zachary 1013 NY-351 Troy, NY 12140 Laborer	White Male	O.T. REG. JOB WEEK						4		0 4	53.28 35.52	29.37	Y	259.56 1,492.91	113.16	124.73	60.51	6.39	192.90	497.69	995.22
3	xxx-xx-9983 Stocker, Tyler 157 Droms Road Glenville, NY 12302 Laborer	White Male	O.T. REG. JOB WEEK						4		0 4	53.28 35.52	29.37	Y	259.56 2,732.05	209.01	457.15	164.79	11.20	7.31	849.46	1,882.59
4	xxx-xx-4552 Upton, Robert A. 616 7th Street Watervliet, NY 12189 Teamster	White Male	O.T. REG. JOB WEEK						4		0 4	62.67 41.78	30.87	Y	290.60 1,543.15	117.24	225.91	98.30	6.59	10.54	458.58	1,084.57
5			O.T. REG. JOB WEEK																			
6			O.T. REG. JOB WEEK																			
7			O.T. REG. JOB WEEK																			
8			O.T. REG. JOB WEEK																			
9			O.T. REG. JOB WEEK																			
10			O.T. REG. JOB WEEK																			

THIS SUBSTITUTES: FOR WH 347
FOR APPROVED
BUDGET BUREAU
NO. 44-R1093

HC 231
(5/06)

New York State Department of Transportation

CONTRACTOR'S PAYROLL CERTIFICATION

Date: 7/24/25

I, **Ellen M. Messemer**, **Controller** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Straight Line Industries, Inc.** on the Warren Co 25-2, that during the payroll period commencing on July 13, 2025 and ending on July 19, 2025 all persons employed on said project project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said **Straight Line Industries, Inc.**

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in:

Article 6 Section 193 of the New York State Labor Law, applicable to State projects, and as described below; OR

Title 29, Code of Federal Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), applicable to Federal or Federally-aided projects, and as described below.

DBL/PFL/Garnishes/Direct Deposit/Benefits

FICA

Federal & State Withholding

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are riot less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with: the New York State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS; FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
NONE	
REMARKS	

NAME AND TITLE	SIGNATURE	Date
Ellen M. Messemer, Controller	Ellen M. Messemer	7/24/25

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WARREN COUNTY

ACH Transmittal File Listing

Recipient		Bank Routing #	Bank Account #	Account Type	Transaction Amount	Pre Note
11631	PECKHAM ROAD CORP	031100649	7074160241	22 - Checking	2,132,480.23	
Vendor Contact ID:	32145 - PO BOX 1055,ALBANY, NY 12201					

Bank ACH Name: Arrow Bank
Bank Routing Number: 021302554
Bank Account Number: 0000936006
Export File Location: MyReports

Company ACH Name: WARREN COUNTY
Company Fed Tax ID #: 1146002576
ACH Transaction Date: 12/15/2025
ACH Creation Date/Time: 12/12/2025 10:27:37

Transmittal File Totals

Transaction Totals:

Account Type	Count	Credits	Debits
22 - Checking	1	2,132,480.23	
32 - Savings	0	0.00	
	1	2,132,480.23	

Pre Note Totals:

Account Type	Count
23 - Checking	0
33 - Savings	0
	0

Dana - yes, ok

OK to PAY
EJD 11/19/25
PO 2025-929 $29,949.56 - 8371
2025-930 $63,349.35 8372
2025-931 $453,485.36 8375

Invoice # : 25-2517-06
Date : 10/21/25
Application # : 6
Work Period : Start: 06/23/25 End: 08/09/25

From: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

To: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice Due Date: 11/20/25

Contract: 25-2517 WC 2-25 - 25-2 Athol Rd/Glen Athol Rd Thurman

Payment Terms: Net 30 Days

Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	203.2401-17 Shoulder Backup Material	$25,025.00	550.00	177.25	177.25	TON	45.500	$8,064.88	$8,064.88	32.23%
2	402.018904 Truing & Leveling F9, HMA, 80 Series Compaction	$38,988.00	361.00	371.14	371.14	TON	108.000	$40,083.12	$40,083.12	102.81%
3	402.127204 12.5 F2 Top Course HMA, 70 Series Compaction	$337,746.50	3,997.00	3,953.77	3,953.77	TON	84.500	$334,093.57	$334,093.57	98.92%
4	407.0102 Diluted Tack Coat	$6,021.10	3,169.00	2,128.50	2,128.50	GAL	1.900	$4,044.15	$4,044.15	67.17%
5	490.1 Production Cold Milling of Bituminous Concrete	$74,690.55	45,267.00	42,099.20	42,099.20	SY	1.650	$69,463.68	$69,463.68	93.00%
6	608.020102 HMA Sidewalks, Driveways and Bicycle Paths, and V	$4,900.00	10.00	41.89	41.89	TON	490.000	$20,526.10	$20,526.10	418.90%
7	619.01 Basic Work Zone Traffic Control	$33,150.00	0.00	0.00	0.00	LS	0.000	$33,150.00	$33,150.00	100.00%
8	640.2 White Paint Reflectorized Pavement Stripes - 20 mils	$9,827.00	31,700.00	31,761.00	31,761.00	LF	0.310	$9,845.91	$9,845.91	100.19%
9	640.21 Yellow Paint Reflectorized Pavement Stripes - 20 mils	$9,827.00	31,700.00	31,256.00	31,256.00	LF	0.310	$9,689.36	$9,689.36	98.60%
10	688.01 White Reflectorized Preformed Pavement Stripes	$263.34	66.00	24.00	24.00	LF	3.990	$95.76	$95.76	36.36%
12	698.04 Asphalt Price Adjustment-Top Course	$165.00	300.00	5,175.89	5,175.89	DC	1.000	$5,175.89	$5,175.89	1,136.90%
13	698.05 Fuel Price Adjustment	$11,900.00	11,900.00	721.85	721.85	DC	1.000	$721.85	$721.85	6.07%
14	699.040001 Mobilization (Maximum 4% of SUBTOTAL)	$11,830.00	0.00	0.00	0.00	LS	0.000	$11,830.00	$11,830.00	100.00%

Total Billed To Date: $546,784.27

Please detach and return this stub with your payment

Make check payable to: Peckham Industries, Inc
PO Box 1055
Albany, NY 12201-1055

For copies of invoices and tickets, please visit our
Customer Portal at
www.peckham.com/portal

Sales Subtotal	Tax Amount	Amount
		$546,784.27 ✓

Invoice Number: 25-2517-06
Customer Number: 194241
Invoice Date: 10/21/25

$ 276,868.49 total
546,784.27 CO#2

Customer: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice # : 25-2517-06
Date : 10/21/25
Application # : 6
Work Period : Start: 06/23/25 End: 08/09/25

From: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

To: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice Due Date: 11/20/25

Contract: 25-2517 WC 2-25 - 25-2 Athol Rd/Glen Athol Rd Thurman

Payment Terms: Net 30 Days

Less Retainage:	$0.00
Less Previous Applications:	$0.00
Total Due This Invoice:	$546,784.27

Please detach and return this stub with your payment

Make check payable to: Peckham Industries, Inc
PO Box 1055
Albany, NY 12201-1055

For copies of invoices and tickets, please visit our

Customer Portal at
www.peckham.com/portal

Sales Subtotal	Tax Amount	Amount
		$546,784.27

Invoice Number: 25-2517-06
Customer Number: 194241
Invoice Date: 10/21/25

Customer: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Peckham Road Corp

CLIENT NO.
TRX

[ ] CONTRACTOR OR [X] SUBCONTRACTOR
Straight Line Industries, Inc.

PROJECT #
Warren Co 2025 WC 25-2

PREPARED FOR
N.Y.S. DEPARTMENT OF LABOR
REPORT-WAGE AND HOUR AND PUBLIC CONTRACTS DIVISION

WEEK ENDING
7/19/2025

PAGE
1

	SOC. SECURITY NO. NAME (1) ADDRESS JOB CLASSIFICATION (3)			HOURS WORKED EACH DAY (4) SUN.	MON.	TUE.	WED.	THUR.	FRI.	SAT.	(5) TOTAL HOURS	(6) HOURLY RATE	(6A) FRINGE RATE	(6B) FRINGES PAID IN CASH	(7) GROSS PAY	(8) DEDUCTIONS FICA	FEDERAL TAX	STATE TAX	SUI / DISABILITY	OTHER DEDUCT.	TOTAL DEDUCT.	(9) NET PAY
1	xxx-xx-5487 Essegian, Robert 41 Bloomingdale Ave East Greenbush, NY 12081 Teamster	White Male	O.T. REG. JOB WEEK						4		0 4	64.17 42.78	30.87	Y	294.60 3,441.34	263.27	617.41	215.16	13.95	173.82	1,283.61	2,157.73
2	xxx-xx-0708 Katras, Zachary 1013 NY-351 Troy, NY 12140 Laborer	White Male	O.T. REG. JOB WEEK						4		0 4	53.28 35.52	29.37	Y	259.56 1,492.91	113.16	124.73	60.51	6.39	192.90	497.69	995.22
3	xxx-xx-9983 Stocker, Tyler 157 Droms Road Glenville, NY 12302 Laborer	White Male	O.T. REG. JOB WEEK						4		0 4	53.28 35.52	29.37	Y	259.56 2,732.05	209.01	457.15	164.79	11.20	7.31	849.46	1,882.59
4	xxx-xx-4552 Upton, Robert A. 816 7th Street Watervliet, NY 12189 Teamster	White Male	O.T. REG. JOB WEEK						4		0 4	62.67 41.78	30.87	Y	290.60 1,543.15	117.24	225.91	98.30	6.59	10.54	458.58	1,084.57
5			O.T. REG. JOB WEEK																			
6			O.T. REG. JOB WEEK																			
7			O.T. REG. JOB WEEK																			
8			O.T. REG. JOB WEEK																			
9			O.T. REG. JOB WEEK																			
10			O.T. REG. JOB WEEK																			

THIS SUBSTITUTES: FOR WH 347
FOR APPROVED
BUDGET BUREAU
NO. 44-R1093

HC 231
(5/06)

New York State Department of Transportation

CONTRACTOR'S PAYROLL CERTIFICATION

Date: 7/24/25

I, **Ellen M. Messemer**, **Controller** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Straight Line Industries, Inc.** on the Warren Co 25-2 that during the payroll period commencing on July 13, 2025 and ending on July 19, 2025 all persons employed on said project project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said **Straight Line Industries, Inc.**

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in:

Article 6 Section 193 of the New York State Labor Law, applicable to State projects, and as described below; OR

Title 29, Code of Federal Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), applicable to Federal or Federally-aided projects, and as described below.

DBL/PFL/Garnishes/Direct Deposit/Benefits

FICA

Federal & State Withholding

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are riot less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with: the New York State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS; FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
NONE	
REMARKS	

NAME AND TITLE	SIGNATURE	Date
Ellen M. Messemer, Controller	Ellen M. Messemer	7/24/25

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Peckham Road Corporation TAX# 13/3493213

ADDRESS 438 Vaughn Road, Hudson Falls, NY 12839

PAYROLL NO. 3

FOR WEEK ENDING 07/05/2025

PROJECT AND LOCATION WARREN CO HWY DEPT - WC 2-25 -25-2 - ATHOL RD / GLEN ATHOL RD , THURMAN, NY - HMA PAVING

PROJECT OR CONTRACT NO. 25-2517

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 7/16/2025

I, Caleb Edelstein (Name of Signatory Party) Senior Estimator- PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or ~~Subcontractor~~) on the

ATHOL RD / GLEN ATHOL RD - HMA (Building or Work); that during the payroll period commencing on the

29th day of JUNE, 2025, and ending the 5th day of JULY, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Caleb Edelstein Senior Estimator- PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2517**
Project Name:**WC 2-25 - 25-2 Athol Rd/Glen Athol Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Smith, Liam Michael 173 THIRD AVENUE HADLEY NY 12835		Sex: M	Operator B	0.00	0.00	4.00	8.00	5.00	0.00	0.00	17.00	56.39	1. 13.58 2. 1.00 3. 0.21 4. 0.14 5. 1.62 6.							DirectDep.
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	84.59 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-2409		Race C		0.00	0.00	4.00	9.50	5.00	0.00	0.00	18.50	17.15		2,332.74	160.55	258.63	103.52	509.36	1,085.51	1,300.68
Wilde, James H 211 RIVER RD Warrensburg NY 12885		Sex: M	M & P Foreperson	0.00	0.00	4.00	8.00	5.50	0.00	0.00	17.50	40.52	1. 6.39 2. 1.16 3. 0.24 4. 0.17 5. 1.71 6.							DirectDep.
				0.00	0.00	0.00	2.25	0.00	0.00	0.00	2.25	60.78 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-9290		Race C		0.00	0.00	4.00	10.25	5.50	0.00	0.00	19.75	19.70		2,303.64	166.28	469.94	142.85	590.70	845.86	933.87
Gray, Louis S 318 Diamond Point Road Diamond Point NY 12824		Sex: M	Operator B	0.00	0.00	4.00	8.00	5.00	0.00	0.00	17.00	56.39	1. 2. 1.03 3. 0.21 4. 0.15 5. 1.96 6.							DirectDep.
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	84.59 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-3692		Race C		0.00	0.00	4.00	9.50	5.00	0.00	0.00	18.50	30.35		2,997.18	229.29	340.80	163.07	281.69	1,085.51	1,982.33
Granger, Jarryn Bernard 175 Lake Rd Putnam Station NY 12861		Sex: M	SR Foreman	0.00	0.00	4.50	8.00	6.00	0.00	0.00	18.50	57.30	1. 5.15 2. 0.72 3. 0.21 4. 0.15 5. 1.22 6.							DirectDep.
				0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00	85.95 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-3867		Race C		0.00	0.00	4.50	10.00	6.00	0.00	0.00	20.50	26.26		4,356.41	265.18	670.46	222.63	309.79	1,231.95	2,888.35
Burch, Benjamin C 1466 BURCH ROAD GRANVILLE NY 12832		Sex: M	Operator A	0.00	0.00	4.00	8.00	5.00	0.00	0.00	17.00	57.30	1. 4.51 2. 0.91 3. 0.22 4. 0.15 5. 1.20 6.							DirectDep.
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	85.95 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-4878		Race C		0.00	0.00	4.00	9.50	5.00	0.00	0.00	18.50	26.70		2,996.26	219.27	463.58	187.63	311.79	1,103.03	1,813.99
Gudikunst, Bret T 27 SAM CURRAN ROAD Crown Point NY 12928		Sex: M	Operator B	0.00	0.00	4.00	8.00	5.00	0.00	0.00	17.00	56.39	1. 7.58 2. 0.88 3. 0.18 4. 0.13 5. 1.65 6.							DirectDep.
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	84.59 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5018		Race C		0.00	0.00	4.00	9.50	5.00	0.00	0.00	18.50	23.28		2,240.44	161.46	174.46	99.69	410.76	1,085.51	1,394.07
Rabideau, Sammy Joseph 24 Elf Street Ticonderoga NY 12883		Sex: M	Operator C	0.00	0.00	4.00	8.00	5.00	0.00	0.00	17.00	53.82	1. 13.59 2. 0.92 3. 0.19 4. 0.13 5. 1.45 6.							DirectDep.
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	80.73 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-6268		Race C		0.00	0.00	4.00	9.50	5.00	0.00	0.00	18.50	17.41		2,853.86	198.43	248.64	132.47	715.54	1,036.04	1,558.78

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2517**
Project Name:**WC 2-25 - 25-2 Athol Rd/Glen Athol Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Bain, Debra M 82 Library Avenue Warrensburg NY 128 xxx-xx-2416		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	3.50 0.00 0.00 3.50	8.00 1.50 0.00 9.50	5.00 0.00 0.00 5.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	16.50 1.50 0.00 18.00	35.32 52.98 0.00 19.07	1. 7.58 2. 0.83 3. 0.17 4. 0.12 5. 1.61 6.	1,933.76	138.00	191.23	75.05	520.28	662.25	DirectDep. 1,009.20
Austin, Candi 96 West Street Whitehall NY 12887 xxx-xx-7157		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	3.50 0.00 0.00 3.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	3.50 0.00 0.00 3.50	35.32 0.00 0.00 26.89	1. 2. 0.74 3. 0.18 4. 0.12 5. 1.44 6.	1,445.78	110.60	116.55	69.38	90.31	123.62	DirectDep. 1,058.94
Manso, Riley 15 COSSEY ST TICONDEROGA NY 12883 xxx-xx-8329		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 1.50 0.00 9.50	5.00 0.00 0.00 5.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	13.00 1.50 0.00 14.50	35.52 53.28 0.00 27.02	1. 2. 3. 0.21 4. 0.15 5. 1.99 6.	1,284.95	98.30	0.00	64.21	0.00	541.68	DirectDep. 1,122.44
Denno, Ty 92 NOTCH HILL LANE PUTNAM STATION NY 12861 xxx-xx-8506		Sex: M Race C	Screed Person-3	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	8.00 1.50 0.00 9.50	5.00 0.00 0.00 5.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	17.00 1.50 0.00 18.50	38.72 58.08 0.00 26.87	1. 2. 0.74 3. 0.15 4. 0.11 5. 1.50 6.	1,998.76	152.90	234.45	95.00	219.86	745.36	DirectDep. 1,296.55
Granger, William 230 BALDWIN ROAD TICONDEROGA NY 12883 xxx-xx-8680		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	35.52 0.00 0.00 27.94	1. 2. 3. 4. 5. 1.43 8.	1,996.97	152.77	312.98	208.71	19.65	142.08	DirectDep. 1,302.86
Davis, Kennedy Grace 20 MOUNT HOPE AVE TICONDEROGA NY 12883 xxx-xx-2524		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	35.32 0.00 0.00 27.94	1. 2. 3. 4. 5. 1.43 6.	921.15	70.47	72.38	43.84	0.00	141.28	2020515490 734.46
Van Guilder , Meaghan 305 COUNTY ROUTE 74A GREENWICH NY 12834 xxx-xx-0786		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	5.00 0.00 0.00 5.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	5.00 0.00 0.00 5.00	35.32 0.00 0.00 27.73	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	2,071.39	158.47	95.34	113.21	0.00	176.60	DirectDep. 1,704.37

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2517**

Project Name:**WC 2-25 - 25-2 Athol Rd/Glen Athol Rd Thurman**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 07/05/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 29	Mon 30	Tue 01	Wed 02	Thu 03	Fri 04	Sat 05	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Magoon, Adrian Wendall 69 LANDON HILL ROAD CHESTERTOWN NY 12817 xxx-xx-0639		Sex: M Race C	Laborer A	0.00	0.00	0.00	0.00	5.50	0.00	0.00	5.50	35.32 0.00 0.00 27.73	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	2,655.17	203.12	436.06	160.37	0.00	194.26	DirectDep. 1,855.62
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	5.50	0.00	0.00	5.50									
Magoon, Adrian Wendall 69 LANDON HILL ROAD CHESTERTOWN NY 12817 xxx-xx-0639		Sex: M Race C	Laborer B	0.00	0.00	4.00	7.00	0.00	0.00	0.00	11.00	35.52 53.28 0.00 27.73	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	2,655.17	203.12	436.06	160.37	0.00	550.56	DirectDep. 1,855.62
				0.00	0.00	0.00	3.00	0.00	0.00	0.00	3.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	4.00	10.00	0.00	0.00	0.00	14.00									
Laluna, Joseph J 64 HARTMAN RD HUDSON FALLS NY 12839 xxx-xx-1102		Sex: M Race C	Teamster-1	0.00	0.00	1.50	0.00	4.75	0.00	0.00	6.25	41.78 0.00 0.00 29.23	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	1,952.80	149.39	347.71	105.89	0.00	281.13	DirectDep. 1,349.81
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	1.50	0.00	4.75	0.00	0.00	6.25									
Laluna, Joseph J 64 HARTMAN RD HUDSON FALLS NY 12839 xxx-xx-1102		Sex: M Race C	Teamster-3	0.00	0.00	0.00	7.00	0.00	0.00	0.00	7.00	41.93 62.90 0.00 29.23	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	1,952.80	149.39	347.71	105.89	0.00	466.47	DirectDep. 1,349.81
				0.00	0.00	0.00	2.75	0.00	0.00	0.00	2.75									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	9.75	0.00	0.00	0.00	9.75									
Schwindt, Ellen Marie 88 LIBRARY AVE. WARRENSBURG NY 12885 xxx-xx-0601		Sex: F Race C	Laborer A	0.00	0.00	0.00	8.00	5.00	0.00	0.00	13.00	35.32 52.98 0.00 29.37	1. 2. 3. 4. 5. 6.	1,309.43	100.17	131.17	66.71	0.00	538.63	DirectDep. 1,011.38
				0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	9.50	5.00	0.00	0.00	14.50									

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

WARREN COUNTY

ACH Transmittal File Listing

Recipient		Bank Routing #	Bank Account #	Account Type	Transaction Amount	Pre Note
11631	PECKHAM ROAD CORP	031100649	7074160241	22 - Checking	2,132,480.23	
Vendor Contact ID:	32145 - PO BOX 1055,ALBANY, NY 12201					

Bank ACH Name: Arrow Bank
Bank Routing Number: 021302554
Bank Account Number: 0000936006
Export File Location: MyReports

Company ACH Name: WARREN COUNTY
Company Fed Tax ID #: 1146002576
ACH Transaction Date: 12/15/2025
ACH Creation Date/Time: 12/12/2025 10:27:37

Transmittal File Totals

Transaction Totals:

Account Type	Count	Credits	Debits
22 - Checking	1	2,132,480.23	
32 - Savings	0	0.00	
	1	2,132,480.23	

Pre Note Totals:

Account Type	Count
23 - Checking	0
33 - Savings	0
	0

Invoice # : 25-2577-01
Date : 11/04/25
Application # : 1
Work Period : Start: 09/22/25 End: 10/27/25

OK to PAY
EJD 12/1/25
PO 2025-1059 $449,156.95
NO PO $ 71,417.70 =

See Note Field for Invoices Without Required Purchase Order Memo

D 5112 8382 280

From: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

To: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

Invoice Due Date: 12/04/25

Contract: 25-2577 Warren County - 25-4 - Diamond Point, Lake George Payment Terms: Net 30 Days

Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	203.2401-17 Shoulder Backup Material (Type D)	$35,474.25	699.00	1,296.22	1,296.22	TON	50.750	$65,783.17	$65,783.17	185.44%
2	402.018904 Truing & Leveling F9, HMA, 80 Series Compaction	$25,300.50	303.00	662.85	662.85	TON	83.500	$55,347.98	$55,347.98	218.76%
3	402.127204 12.5 F2 Top Course HMA, 70 Series Compaction	$283,232.00	3,392.00	3,680.75	3,680.75	TON	83.500	$307,342.63	$307,342.63	108.51%
4	407.0102 Diluted Tack Coat	$3,910.90	2,114.00	1,967.00	1,967.00	GAL	1.850	$3,638.95	$3,638.95	93.05%
5	608.020102 HMA Sidewalks, Driveways and Bicycle Paths, and V	$17,955.00	63.00	131.27	131.27	TON	285.000	$37,411.95	$37,411.95	208.37%
6	619.01 Basic Work Zone Traffic Control	$23,350.00	0.00	0.00	0.00	LS	0.000	$23,350.00	$23,350.00	100.00%
7	633.11 Cleaning Existing Pavement and/or Shoulder	$3,842.30	38,423.00	38,423.00	38,423.00	SY	0.100	$3,842.30	$3,842.30	100.00%
8	640.2 White Paint Reflectorized Pavement Stripes - 20 mils	$8,246.00	26,600.00	26,687.00	26,687.00	LF	0.310	$8,272.97	$8,272.97	100.33%
9	640.21 Yellow Paint Reflectorized Pavement Stripes - 20 mils	$8,246.00	26,600.00	26,548.00	26,548.00	LF	0.310	$8,229.88	$8,229.88	99.80%
11	698.04 Asphalt Price Adjustment	$3,900.00	3,900.00	254.82	254.82	DC	1.000	$254.82	$254.82	6.53%
13	699.040001 Mobilization (Maximum 4% of SUBTOTAL)	$7,100.00	0.00	0.00	0.00	LS	0.000	$7,100.00	$7,100.00	100.00%

Total Billed To Date:	$520,574.65
Less Retainage:	$0.00
Less Previous Applications:	$0.00
Total Due This Invoice:	$520,574.65

Please detach and return this stub with your payment

Make check payable to: Peckham Industries, Inc
PO Box 1055
Albany, NY 12201-1055

For copies of invoices and tickets, please visit our
Customer Portal at
www.peckham.com/portal

Sales Subtotal	Tax Amount	Amount
		$520,574.65

total - 449,156.95
CO#1 - 520,574.65

Invoice Number: 25-2577-01
Customer Number: 194241
Invoice Date: 11/04/25

Customer: Warren County Highway Dept.
4028 Main Street
Warrensburg, NY 12885

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
Peckham Road Corporation TAX# 13/3493213

ADDRESS 438 Vaughn Road, Hudson Falls, NY 12839

PAYROLL NO.

FOR WEEK ENDING 09/27/2025

PROJECT AND LOCATION
WARREN CO HWY DEPT - 25-4 - DIAMOND POINT, LAKE GEORGE, NY - HMA PAVING

PROJECT OR CONTRACT NO.
25-2577

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 9/29/2025

I, Dominique Bisignano (Name of Signatory Party) Contract Administrator & EEO - PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) on the

25-4 - DIAMOND PNT, LK GEORGE - HMA (Building or Work); that during the payroll period commencing on the

21st day of September, 2025, and ending the 27th day of September, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Dominique Bisignano Contract Administrator & EEO - PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**

Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 09/27/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27					FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER		
Pratt, Michael J PO Box 120 Moriah Center NY 12961 xxx-xx-2362		Sex: M Race C	Operator B	0.00	0.00	0.00	4.50	0.00	8.00	0.00	12.50	56.39	1. 2. 1.04 3. 0.21 4. 0.15 5. 1.84 6.	1,994.46	152.58	302.44	140.60	299.17	874.05	DirectDep.
				0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	4.50	0.00	10.00	0.00	14.50	30.66								
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839 xxx-xx-8436		Sex: M Race C	Laborer B	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	35.52	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.	1,084.43	73.01	80.61	34.95	435.10	284.16	DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	22.47								
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839 xxx-xx-8436		Sex: M Race C	Operator B	0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	56.39	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.	1,084.43	73.01	80.61	34.95	435.10	253.76	DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	26.80								
Smith, Scott W P O Box 3344 Kingston NY 12402 xxx-xx-7763		Sex: M Race C	Teamster	0.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	32.78	1. 8.49 2. 7.34 3. 3.79 4. 5. 6.	2,237.62	171.18	375.54	110.42	0.00	131.12	DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	25.72								
Wilson, Barry E 15 County Route 3 Putnam NY 12861 xxx-xx-4811		Sex: M Race C	Operator B	0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	56.39	1. 2. 1.10 3. 0.23 4. 0.16 5. 1.83 6.	2,506.08	191.71	204.27	124.60	250.61	253.76	DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	30.59								
Goodermote, Scott a PO BOX 112 STEPHENTOWN NY 1216 xxx-xx-2489		Sex: M Race C	Operator B	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	56.39	1. 2. 3. 4. 5. 1.74 6.	4,442.79	339.87	909.85	296.52	0.00	620.29	DirectDep.
				0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	31.96								
Granger, Justyn Francis 175 Lake Road Putnam Station NY 1286 xxx-xx-2542		Sex: M Race C	Foreman	0.00	8.00	0.00	5.50	0.50	8.00	0.00	22.00	56.39	1. 5.74 2. 0.96 3. 0.20 4. 0.14 5. 1.26 6.	2,976.51	218.77	524.82	177.24	358.86	1,557.79	DirectDep.
				0.00	0.75	0.00	0.00	0.00	3.00	0.00	3.75	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	8.75	0.00	5.50	0.50	11.00	0.00	25.75	25.41								

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**

Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 09/27/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun	Mon	Tue	Wed	Thu	Fri	Sat					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	OTHER		
				21	22	23	24	25	26	27										
Boyark, Matthew Harold 82 HARRISON AVE SOUTH GLENS FALLS NY 12803 xxx-xx-1767		Sex: M Race C	Operator C	0.00	0.00	0.00	5.00	0.00	0.00	0.00	5.00	53.62	1. 14.38 2. 3. 0.15 4. 0.11 5. 1.39 6.	357.50	16.47	0.00	3.37	144.28	269.10	DirectDep. 193.38
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	5.00	0.00	0.00	0.00	5.00	17.68								
Gudikunst, Kaitlin Ann 205 GEER ROAD HUDSON FALLS NY 12839 xxx-xx-4316		Sex: F Race C	Laborer A	0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	35.32	1. 7.19 2. 0.13 3. 0.18 4. 0.13 5. 1.52 6.	2,268.37	167.79	359.48	122.08	97.67	158.94	DirectDep. 1,521.35
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	4.50	0.00	0.00	0.00	4.50	20.22								
Austin, Candi 96 West Street Whitehall NY 12887 xxx-xx-7157		Sex: F Race C	Laborer A	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	35.32	1. 2. 0.74 3. 0.18 4. 0.12 5. 1.44 6.	4,053.55	310.09	377.87	201.03	246.77	388.52	DirectDep. 2,917.79
				0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	52.98 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	26.89								
Coley, Robert James 172 FLORIDA AVE AMSTERDAM NY 12010 xxx-xx-0462		Sex: M Race H	Laborer A	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	35.32	1. 2. 0.39 3. 0.08 4. 0.06 5. 1.49 6.	662.02	50.65	44.06	25.31	82.72	388.52	DirectDep. 459.28
				0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	52.98 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	27.35								
Ulmer, Michael K 5773 Route 9G Hudson NY 12534 xxx-xx-6821		Sex: M Race C	Teamster	0.00	0.00	0.00	0.00	0.00	5.50	0.00	5.50	32.78	1. 5.61 2. 1.00 3. 0.20 4. 0.14 5. 1.28 6.	2,492.58	184.95	238.29	132.97	299.32	413.85	DirectDep. 1,637.05
				0.00	0.00	0.00	0.00	0.00	4.75	0.00	4.75	49.17 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	10.25	0.00	10.25	17.49								
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883 xxx-xx-7427		Sex: M Race C	M & P Foreperson	0.00	0.00	0.00	6.25	0.00	4.00	0.00	10.25	40.52	1. 2. 0.90 3. 0.19 4. 0.13 5. 1.52 6.	2,841.79	217.40	356.85	123.53	682.03	582.48	DirectDep. 1,461.98
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	6.25	0.00	4.00	0.00	10.25	26.63								
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883 xxx-xx-7427		Sex: M Race C	M & P Foreperson	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.52	1. 2. 0.90 3. 0.19 4. 0.13 5. 1.52 6.	2,841.79	217.40	356.85	123.53	682.03	582.48	DirectDep. 1,461.98
				0.00	0.00	0.00	0.00	0.00	2.75	0.00	2.75	60.78 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	2.75	0.00	2.75	26.63								

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**
Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 09/27/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883 xxx-xx-7427		Sex: M Race C	Operator C	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	53.82 0.00 0.00 30.96	1. 2. 0.90 3. 0.19 4. 0.13 5. 1.52 6.	2,841.79	217.40	356.85	123.53	682.03	215.28	DirectDep. 1,461.98
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804 xxx-xx-7356		Sex: M Race C	Operator A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	0.00 0.00 0.00 0.00	12.50 2.00 0.00 14.50	57.30 85.95 0.00 27.73	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.	1,468.40	102.39	111.71	76.76	387.44	888.15	DirectDep. 790.10
Moore , Dylan 98 AUBURN PLACE GLENS FALLS NY 12801 xxx-xx-5775		Sex: M Race C	Screed Person-5	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	0.00 0.00 0.00 0.00	12.50 2.00 0.00 14.50	40.72 61.08 0.00 26.65	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.	2,315.62	177.15	321.97	122.69	138.94	631.16	DirectDep. 1,554.87
Van Guilder , Meaghan 305 COUNTY ROUTE 74A GREENWICH NY 12834 xxx-xx-0786		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	0.00 0.00 0.00 0.00	12.50 2.00 0.00 14.50	35.32 52.98 0.00 27.11	1. 2. 0.62 3. 0.15 4. 0.10 5. 1.38 6.	940.56	71.96	0.00	41.31	56.43	547.46	DirectDep. 770.86
Barnao, Austin M 319 CO. RTE 56 TICONDEROGA NY 12883 xxx-xx-3487		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	0.00 0.00 0.00 0.00	8.00 2.00 0.00 10.00	35.52 53.28 0.00 27.98	1. 2. 3. 4. 5. 1.39 6.	4,514.20	345.34	925.59	304.67	0.00	390.72	2020515689 2,938.60
Tatro, Dane J 119 HOP CITY RD BALLSTON SPA NY 12020 xxx-xx-6464		Sex: M Race C	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	35.32 0.00 0.00 27.73	1. 2. 3. 0.15 4. 0.10 5. 1.39 6.	283.73	21.70	0.00	7.36	0.00	158.94	DirectDep. 254.67

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
Peckham Road Corporation TAX# 13/3493213

ADDRESS
438 Vaughn Road, Hudson Falls, NY 12839

OMB No. 1235-0008
Expires 09/30/2026

PAYROLL NO.

FOR WEEK ENDING
10/04/2025

PROJECT AND LOCATION
WARREN CO HWY DEPT - 25-4 - DIAMOND POINT, LAKE GEORGE, NY - HMA PAVING

PROJECT OR CONTRACT NO.
25-2577

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
SEE ATTACHED			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 10/10/2025

I, Dominique Bisignano (Name of Signatory Party) Contract Administrator & EEO - PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or ~~Subcontractor~~) on the

25-4 DIAMOND PT/LK GEORGE - HMA PAVE (Building or Work); that during the payroll period commencing on the

28th day of September, 2025, and ending the 4th day of October, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

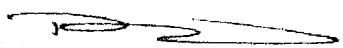
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Dominique Bisignano Contract Administrator & EEO - PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**

Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 10/04/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 28	Mon 29	Tue 30	Wed 01	Thu 02	Fri 03	Sat 04	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Pratt, Michael J PO Box 120 Moriah Center NY 12961		Sex: M	Operator C	0.00	0.00	4.00	0.00	0.00	0.00	0.00	4.00	53.82	1.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2. 1.04							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		3. 0.21							
xxx-xx-2362		Race C		0.00	0.00	4.00	0.00	0.00	0.00	0.00	4.00	30.66	4. 0.15 5. 1.64 6.	5,267.35	402.95	933.49	375.47	790.11	296.01	2,765.33
Pratt, Michael J PO Box 120 Moriah Center NY 12961		Sex: M	Operator C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.82	1.							DirectDep.
				0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	80.73	2. 1.04							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.21							
xxx-xx-2362		Race C		0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	30.66	4. 0.15 5. 1.64 6.	5,267.35	402.95	933.49	375.47	790.11	296.01	2,765.33
Pratt, Michael J PO Box 120 Moriah Center NY 12961		Sex: M	Operator B	0.00	8.00	4.00	0.00	8.00	0.00	0.00	20.00	56.39	1.							DirectDep.
				0.00	4.00	0.00	0.00	2.25	0.00	0.00	6.25	84.59	2. 1.04							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.21							
xxx-xx-2362		Race C		0.00	12.00	4.00	0.00	10.25	0.00	0.00	26.25	30.66	4. 0.15 5. 1.64 6.	5,267.35	402.95	933.49	375.47	790.11	1,656.46	2,765.33
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839		Sex: M	Operator B	0.00	8.00	4.00	0.00	8.00	8.00	0.00	28.00	56.39	1. 4.45							DirectDep.
				0.00	3.50	0.00	0.00	2.25	0.00	0.00	5.75	84.59	2. 1.02							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.21							
xxx-xx-8436		Race C		0.00	11.50	4.00	0.00	10.25	8.00	0.00	33.75	26.80	4. 0.15 5. 1.07 6.	3,565.91	262.85	560.44	177.03	732.88	2,065.29	1,832.71
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator C	0.00	0.00	4.00	0.00	0.00	8.00	0.00	12.00	53.82	1.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2. 1.10							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.23							
xxx-xx-4811		Race C		0.00	0.00	4.00	0.00	0.00	8.00	0.00	12.00	30.59	4. 0.16 5. 1.63 6.	4,308.32	329.59	557.43	253.97	430.83	726.57	2,736.50
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.82	1.							DirectDep.
				0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	80.73	2. 1.10							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.23							
xxx-xx-4811		Race C		0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	30.59	4. 0.16 5. 1.63 6.	4,308.32	329.59	557.43	253.97	430.83	726.57	2,736.50
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator B	0.00	8.00	4.00	0.00	8.00	0.00	0.00	20.00	56.39	1.							DirectDep.
				0.00	4.00	0.00	0.00	2.50	0.00	0.00	6.50	84.59	2. 1.10							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3. 0.23							
xxx-xx-4811		Race C		0.00	12.00	4.00	0.00	10.50	0.00	0.00	26.50	30.59	4. 0.16 5. 1.63 6.	4,308.32	329.59	557.43	253.97	430.83	1,677.60	2,736.50

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**
Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 10/04/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 28	Mon 29	Tue 30	Wed 01	Thu 02	Fri 03	Sat 04	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Granger, Justyn Francis 175 Lake Road Putnam Station NY 1286 xxx-xx-2542		Sex: M Race C	Foreman	0.00 0.00 0.00 0.00	8.00 4.50 0.00 12.50	8.00 1.75 0.00 9.75	0.00 0.00 0.00 0.00	8.00 3.50 0.00 11.50	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	32.00 9.75 0.00 41.75	56.39 84.59 0.00 25.41	1. 5.74 2. 0.96 3. 0.20 4. 0.14 5. 1.26 6.	5,214.46	331.86	922.14	285.03	476.65	2,629.18	DirectDep. 3,198.78
Bain, Debra M 82 Library Avenue Warrensburg NY 128 xxx-xx-2416		Sex: F Race C	Laborer A	0.00 0.00 0.00 0.00	8.00 3.75 0.00 11.75	4.00 0.00 0.00 4.00	0.00 0.00 0.00 0.00	8.00 2.50 0.00 10.50	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	28.00 6.25 0.00 34.25	35.32 52.98 0.00 19.07	1. 7.58 2. 0.83 3. 0.17 4. 0.12 5. 1.61 6.	3,969.56	293.74	429.01	156.47	927.44	1,320.09	DirectDep. 2,162.90
McKeown, Jason Charles 92 Pearl St Hudson Falls NY 12839 xxx-xx-3995		Sex: M Race C	Operator A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	2.00 0.00 0.00 2.00	0.00 0.00 0.00 0.00	2.00 0.00 0.00 2.00	57.30 0.00 0.00 12.51	1. 18.40 2. 0.94 3. 0.19 4. 0.14 5. 1.52 6.	4,269.09	300.61	503.17	233.80	638.27	114.60	DirectDep. 2,593.24
Boyark, Matthew Harold 62 HARRISON AVE SOUTH GLENS FALLS NY 12803 xxx-xx-1767		Sex: M Race C	Operator C	0.00 0.00 0.00 0.00	1.50 0.00 0.00 1.50	1.00 0.00 0.00 1.00	0.00 0.00 0.00 0.00	2.00 0.00 0.00 2.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.50 0.00 0.00 4.50	53.82 0.00 0.00 17.68	1. 14.38 2. 3. 0.15 4. 0.11 5. 1.39 6.	2,618.70	189.45	250.00	143.65	144.28	242.19	DirectDep. 1,891.32
Boyark, Matthew Harold 62 HARRISON AVE SOUTH GLENS FALLS NY 12803 xxx-xx-1767		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	6.50 0.00 0.00 6.50	3.50 0.00 0.00 3.50	0.00 0.00 0.00 0.00	6.00 0.00 0.00 6.00	8.00 0.00 0.00 8.00	0.00 0.00 0.00 0.00	24.00 0.00 0.00 24.00	35.52 0.00 0.00 13.35	1. 14.38 2. 3. 0.15 4. 0.11 5. 1.39 6.	2,618.70	189.45	250.00	143.65	144.28	1,238.76	DirectDep. 1,891.32
Boyark, Matthew Harold 62 HARRISON AVE SOUTH GLENS FALLS NY 12803 xxx-xx-1767		Sex: M Race C	Laborer B	0.00 0.00 0.00 0.00	0.00 4.50 0.00 4.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 2.75 0.00 2.75	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 7.25 0.00 7.25	35.52 53.28 0.00 13.35	1. 14.38 2. 3. 0.15 4. 0.11 5. 1.39 6.	2,618.70	189.45	250.00	143.65	144.28	1,238.76	DirectDep. 1,891.32
Coley, Robert James 172 FLORIDA AVE AMSTERDAM NY 12010 xxx-xx-0482		Sex: M Race H	Laborer A	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4.00 0.00 0.00 4.00	35.32 0.00 0.00 27.35	1. 2. 0.39 3. 0.08 4. 0.06 5. 1.49 6.	918.03	70.22	72.02	39.12	105.76	141.28	DirectDep. 630.91

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**

Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 10/04/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun	Mon	Tue	Wed	Thu	Fri	Sat					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	OTHER		
				28	29	30	01	02	03	04										
Ulmer, Michael K 5773 Route 9G Hudson NY 12534		Sex: M	Teamster	0.00	6.50	4.25	0.00	6.25	0.00	0.00	17.00	32.78	1. 5.61 2. 1.00 3. 0.20 4. 0.14 5. 1.28 6.						DirectDep.
				0.00	5.50	0.00	0.00	5.00	0.00	0.00	10.50	49.17 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-8821		Race C		0.00	12.00	4.25	0.00	11.25	0.00	0.00	27.50	17.49		3,084.19	230.20	356.73	173.71	352.57	1,073.56	1,970.98
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883		Sex: M	M & P Foreperson	0.00	8.00	8.00	0.00	8.00	8.00	0.00	32.00	40.52	1. 2. 0.90 3. 0.19 4. 0.13 5. 1.52 6.						DirectDep.
				0.00	4.75	1.75	0.00	3.50	0.00	0.00	10.00	60.78 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7427		Race C		0.00	12.75	9.75	0.00	11.50	8.00	0.00	42.00	26.63		3,794.08	290.25	530.55	182.24	910.58	1,904.45	1,880.46
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804		Sex: M	Operator A	0.00	8.00	4.00	0.00	8.00	0.00	0.00	20.00	57.30	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.						DirectDep.
				0.00	0.75	0.00	0.00	2.25	0.00	0.00	3.00	85.95 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7356		Race C		0.00	8.75	4.00	0.00	10.25	0.00	0.00	23.00	27.73		3,356.72	246.84	508.79	193.23	538.51	1,403.85	1,869.35
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804		Sex: M	Operator C	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	53.82	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.						DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7356		Race C		0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	27.73		3,356.72	246.84	508.79	193.23	538.51	430.56	1,869.35
Moore , Dylan 9B AUBURN PLACE GLENS FALLS NY 12801		Sex: M	Screed Person-5	0.00	8.00	4.00	0.00	8.00	0.00	0.00	20.00	40.72	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.						DirectDep.
				0.00	3.50	0.00	0.00	2.75	0.00	0.00	6.25	61.08 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5775		Race C		0.00	11.50	4.00	0.00	10.75	0.00	0.00	26.25	26.65		2,715.00	207.69	411.32	152.73	162.90	1,196.15	1,780.36
Barnao, Austin M 319 CO. RTE 56 TICONDEROGA NY 12883		Sex: M	Laborer B	0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	35.52	1. 2. 3. 4. 5. 1.39 6.						
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-3487		Race C		0.00	0.00	0.00	0.00	0.00	8.00	0.00	8.00	27.98		3,441.03	263.24	624.66	188.07	0.00	284.16	2,365.06
Schwindt, Ellen Marie 88 LIBRARY AVE. WARRENSBURG NY 12885		Sex: F	Laborer A	0.00	8.00	8.00	0.00	0.00	0.00	0.00	16.00	35.32	1. 7.58 2. 0.62 3. 0.15 4. 0.11 5. 1.39 6.						DirectDep.
				0.00	3.75	0.50	0.00	0.00	0.00	0.00	4.25	52.98 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-0801		Race C		0.00	11.75	8.50	0.00	0.00	0.00	0.00	20.25	19.52		1,685.49	119.98	165.92	76.85	220.16	790.29	1,102.58

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**
Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 10/04/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 28	Mon 29	Tue 30	Wed 01	Thu 02	Fri 03	Sat 04	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Tatro, Dane J 119 HOP CITY RD BALLSTON SPA NY 12020		Sex: M	Laborer A	0.00	0.00	0.00	0.00	8.00	8.00	0.00	16.00	35.32	1. 2.							DirectDep.
				0.00	0.00	0.00	0.00	2.50	0.00	0.00	2.50	52.98 0.00	3. 0.15 4. 0.10							
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		5. 1.39							
xxx-xx-6464		Race C		0.00	0.00	0.00	0.00	10.50	8.00	0.00	18.50	27.73	6.	3,257 44	249.21	0.00	174.15	0.00	697.57	2,834.08

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disability , 5 - PTO , 6 - Other

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Peckham Road Corporation TAX# 13/3493213

ADDRESS 438 Vaughn Road, Hudson Falls, NY 12839

PAYROLL NO.

FOR WEEK ENDING 10/11/2025

PROJECT AND LOCATION WARREN CO HWY DEPT - 25-4 - DIAMOND POINT, LAKE GEORGE - HMA PAVING

PROJECT OR CONTRACT NO. 25-2577

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
SEE ATTACHED			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 10/17/2025

I, Dominique Bisignano (Name of Signatory Party) Contract Administrator & EEO - PRC (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Peckham Road Corporation TAX# 13/3493213 (Contractor or ~~Subcontractor~~) on the

25-4 DIAMOND PT/LK GEORGE - HMA PAVE (Building or Work); that during the payroll period commencing on the

5th day of OCTOBER, 2025, and ending the 11th day of OCTOBER, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Peckham Road Corporation TAX# 13/3493213 (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Dominique Bisignano Contract Administrator & EEO - PRC	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**
Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

WEEK-ENDING DATE: 10/11/2025
WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 05	Mon 06	Tue 07	Wed 08	Thu 09	Fri 10	Sat 11	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Pratt, Michael J PO Box 120 Moriah Center NY 12961		Sex: M	Operator B	0.00	8.00	6.75	8.00	8.00	0.00	0.00	30.75	56.39	1. 2. 1.04 3. 0.21 4. 0.15 5. 1.64 6.							DirectDep.
				0.00	1.25	0.00	0.75	1.75	0.00	0.00	3.75	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-2362		Race C		0.00	9.25	6.75	8.75	9.75	0.00	0.00	34.50	30.68		3,862.99	295.52	676.56	261.78	579.45	2,051.18	2,049.68
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839		Sex: M	Laborer B	0.00	0.00	3.50	0.00	8.00	0.00	0.00	11.50	35.52	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-8436		Race C		0.00	0.00	3.50	0.00	8.00	0.00	0.00	11.50	22.47		4,202.04	311.51	694.79	215.27	809.21	488.40	2,171.26
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839		Sex: M	Laborer B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.52	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.							DirectDep.
				0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50	53.28								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-8436		Race C		0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50	22.47		4,202.04	311.51	694.79	215.27	809.21	488.40	2,171.26
Baker, Jason P 3 7TH AVE HUDSON FALLS NY 12839		Sex: M	Operator B	0.00	8.00	3.00	8.00	0.00	0.00	0.00	19.00	56.39	1. 4.45 2. 1.02 3. 0.21 4. 0.15 5. 1.07 6.							DirectDep.
				0.00	1.25	0.00	0.75	0.00	0.00	0.00	2.00	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-8436		Race C		0.00	9.25	3.00	8.75	0.00	0.00	0.00	21.00	26.80		4,202.04	311.51	694.79	215.27	809.21	1,240.58	2,171.26
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator C	0.00	0.00	7.00	0.00	8.00	0.00	0.00	15.00	53.82	1. 2. 1.10 3. 0.23 4. 0.16 5. 1.63 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-4811		Race C		0.00	0.00	7.00	0.00	8.00	0.00	0.00	15.00	30.59		4,048.13	309.67	505.92	233.97	404.81	948.58	2,593.76
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.82	1. 2. 1.10 3. 0.23 4. 0.16 5. 1.63 6.							DirectDep.
				0.00	0.00	0.00	0.00	1.75	0.00	0.00	1.75	80.73								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-4811		Race C		0.00	0.00	0.00	0.00	1.75	0.00	0.00	1.75	30.59		4,048.13	309.67	505.92	233.97	404.81	948.58	2,593.76
Wilson, Barry E 15 County Route 3 Putnam NY 12861		Sex: M	Operator B	0.00	8.00	0.00	8.00	0.00	0.00	0.00	16.00	56.39	1. 2. 1.10 3. 0.23 4. 0.16 5. 1.63 6.							DirectDep.
				0.00	1.25	0.00	0.75	0.00	0.00	0.00	2.00	84.59								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
xxx-xx-4811		Race C		0.00	9.25	0.00	8.75	0.00	0.00	0.00	18.00	30.59		4,048.13	309.67	505.92	233.97	404.81	1,071.41	2,593.76

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**

Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

Contractor: Peckham Road Corp
438 Vaughn Rd.
Hudson Falls, NY 12839

13-3493213

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EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 05	Mon 06	Tue 07	Wed 08	Thu 09	Fri 10	Sat 11	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Dewey, Scott H PO BOX 4 HARTFORD NY 12838		Sex: M	SR Foreman	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	57.30	1. 4.57 2. 1.14 3. 0.23 4. 0.16 5. 1.28 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-6510		Race C		0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	26.31		3,127.77	230.33	436.31	143.79	554.88	458.40	1,762.46
Granger, Justyn Francis 175 Lake Road Putnam Station NY 1286		Sex: M	Foreman	0.00	8.00	8.00	8.00	8.00	0.00	0.00	32.00	56.39	1. 5.74 2. 0.96 3. 0.20 4. 0.14 5. 1.26 6.							DirectDep.
				0.00	2.25	0.00	1.75	2.50	0.00	0.00	6.50	84.59 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-2542		Race C		0.00	10.25	8.00	9.75	10.50	0.00	0.00	38.50	25.41		4,206.96	312.92	642.94	253.70	456.85	2,354.28	2,340.55
Bain, Debra M 82 Library Avenue Warrensburg NY 128		Sex: F	Laborer A	0.00	8.00	8.50	8.00	8.00	0.00	0.00	30.50	35.32	1. 7.58 2. 0.83 3. 0.17 4. 0.12 5. 1.61 6.							DirectDep.
				0.00	1.25	0.00	0.75	1.25	0.00	0.00	3.25	52.98 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-2416		Race C		0.00	9.25	8.50	8.75	9.25	0.00	0.00	33.75	19.07		2,389.40	172.84	271.42	97.30	611.41	1,249.46	1,236.43
Boyark, Matthew Harold 62 HARRISON AVE SOUTH GLENS FALLS NY 12803		Sex: M	Laborer B	0.00	8.00	8.50	8.00	8.00	0.00	0.00	30.50	35.52	1. 14.38 2. 3. 0.15 4. 0.11 5. 1.39 6.							DirectDep.
				0.00	1.25	0.00	0.75	1.25	0.00	0.00	3.25	53.28 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-1767		Race C		0.00	9.25	8.50	8.75	9.25	0.00	0.00	33.75	13.35		2,160.85	154.43	146.82	108.33	144.28	1,256.52	1,606.99
Rabideau, Danford Joseph 28 Highland St Ticonderoga NY 12883		Sex: M	M & P Foreperson	0.00	8.00	7.75	8.00	8.00	0.00	0.00	31.75	40.52	1. 2. 3. 4. 5. 6.							DirectDep.
				0.00	2.25	0.00	1.75	1.50	0.00	0.00	5.50	60.78 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7427		Race C		0.00	10.25	7.75	9.75	9.50	0.00	0.00	37.25	29.37		3,697.78	282.88	512.98	176.28	887.47	1,620.81	1,838.17
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804		Sex: M	Operator A	0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00	57.30	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7356		Race C		0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00	27.73		3,600.41	265.50	562.60	210.22	558.00	171.90	2,004.09
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804		Sex: M	Operator C	0.00	8.00	3.50	8.00	8.00	0.00	0.00	27.50	53.82	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00								
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7356		Race C		0.00	8.00	3.50	8.00	8.00	0.00	0.00	27.50	27.73		3,600.41	265.50	562.60	210.22	558.00	1,762.61	2,004.09

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECT

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Payroll

Project NO:**25-2577**
Project Name:**Warren County - 25-4 - Diamond Point, Lake George**

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13-3493213

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EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE Sun 05	Mon 06	Tue 07	Wed 08	Thu 09	Fri 10	Sat 11	S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITHHOLDING	STATE WITHHOLDING	OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
Stanley, Todd R 48 RAINBOW TRAIL QUEENSBURY NY 12804		Sex: M	Operator C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.82 80.73 0.00	1. 4.04 2. 0.84 3. 0.17 4. 0.12 5. 0.79 6.							DirectDep.
				0.00	1.25	0.00	0.75	1.50	0.00	0.00	3.50									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-7356		Race C		0.00	1.25	0.00	0.75	1.50	0.00	0.00	3.50	27.73		3,600.41	265.50	562.60	210.22	558.00	1,762.61	2,004.09
Moore , Dylan 9B AUBURN PLACE GLENS FALLS NY 12801		Sex: M	Screed Person-5	0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00	40.72 0.00 0.00	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5775		Race C		0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00	26.65		3,367.39	257.61	558.50	202.12	202.04	122.16	2,147.12
Moore , Dylan 9B AUBURN PLACE GLENS FALLS NY 12801		Sex: M	Operator C	0.00	8.00	0.00	8.00	0.00	0.00	0.00	16.00	53.82 80.73 0.00	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.							DirectDep.
				0.00	1.25	0.00	0.75	0.00	0.00	0.00	2.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5775		Race C		0.00	9.25	0.00	8.75	0.00	0.00	0.00	18.00	30.98		3,367.39	257.61	558.50	202.12	202.04	1,022.58	2,147.12
Moore , Dylan 9B AUBURN PLACE GLENS FALLS NY 12801		Sex: M	Laborer B	0.00	0.00	3.75	0.00	8.00	0.00	0.00	11.75	35.52 0.00 0.00	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5775		Race C		0.00	0.00	3.75	0.00	8.00	0.00	0.00	11.75	26.65		3,367.39	257.61	558.50	202.12	202.04	497.28	2,147.12
Moore , Dylan 9B AUBURN PLACE GLENS FALLS NY 12801		Sex: M	Laborer B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.52 53.28 0.00	1. 2. 0.75 3. 0.18 4. 0.13 5. 1.66 6.							DirectDep.
				0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-5775		Race C		0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50	26.65		3,367.39	257.61	558.50	202.12	202.04	497.28	2,147.12
Van Guilder , Meaghan 305 COUNTY ROUTE 74A GREENWICH NY 12834		Sex: F	Laborer A	0.00	0.00	6.50	0.00	0.00	0.00	0.00	6.50	35.32 0.00 0.00	1. 2. 0.62 3. 0.15 4. 0.10 5. 1.38 6.							DirectDep.
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-0786		Race C		0.00	0.00	6.50	0.00	0.00	0.00	0.00	6.50	27.11		2,666.95	204.02	160.80	126.51	160.02	229.58	2,015.60
Schwindt, Ellen Marie 88 LIBRARY AVE. WARRENSBURG NY 12885		Sex: F	Laborer A	0.00	8.00	6.50	8.00	8.00	0.00	0.00	30.50	35.32 52.98 0.00	1. 7.58 2. 0.62 3. 0.15 4. 0.11 5. 1.39 6.							DirectDep.
				0.00	1.25	0.00	0.75	1.25	0.00	0.00	3.25									
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
xxx-xx-0601		Race C		0.00	9.25	6.50	8.75	9.25	0.00	0.00	33.75	19.52		2,408.18	175.28	315.37	120.91	263.52	1,249.46	1,533.10

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Payroll

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WEEK-ENDING DATE: 10/11/2025

WC INSURANCE CARRIER/Policy #: ARCH ZAWCI9403403 Eff: 1/1/25 Exp: 1/1/26

EMPLOYEE NAME AND ADDRESS	APPR RATE %	MALE/ FEMALE AND RACE	WORK CLASSIFICATION / TRADE LICENSES	DAY AND DATE							S-TIME / O-TIME / Tot Hrs	BASE HOURLY / OT / DBL RATE / TTL FRINGE	TYPE OF FRINGE BENEFITS 1 - 6 (see notes below)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NETPAY
				Sun	Mon	Tue	Wed	Thu	Fri	Sat					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	OTHER		
				05	06	07	08	09	10	11										
Affinito, Joseph 47 REVERE RD QUEENSBURY NY 12804		Sex: M	Laborer A	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	35.32	1. 2. 0.62 3. 0.15 4. 0.10 5. 1.38 6.							2020515727
				0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	52.98 0.00								
xxx-xx-5238		Race C		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
				0.00	9.50	0.00	0.00	0.00	0.00	0.00	9.50	27.11		4,136.33	316.43	541.59	228.10	248.18	362.03	2,802.03

* Note: Type of Fringe Benefits Explained : 1 - Medical, 2 - PensionRetirement, 3 -Life ,4 - Disablity , 5 - PTO , 6 - Other

Peckham Road Corp

CLIENT NO.
TRX

[ ] CONTRACTOR OR [X] SUBCONTRACTOR
Straight Line Industries, Inc.

PROJECT #
WC Maint 25-3 Corinth Rd

PREPARED FOR
N.Y.S. DEPARTMENT OF LABOR
REPORT-WAGE AND HOUR AND PUBLIC
CONTRACTS DIVISION

WEEK ENDING
11/8/2025

PAGE
1

	SOC. SECURITY NO. NAME (1) ADDRESS JOB CLASSIFICATION (3)			HOURS WORKED EACH DAY (4)							(5) TOTAL HOURS	(6) HOURLY RATE	(6A) FRINGE RATE	(6B) FRINGES PAID IN CASH	(7) GROSS PAY	(8) DEDUCTIONS						(9) NET PAY
				SUN.	MON.	TUE.	WED.	THUR.	FRI.	SAT.						FICA	FEDERAL TAX	STATE TAX	SUI / DISABILITY	OTHER DEDUCT.	TOTAL DEDUCT.	
1	xxx-xx-1905 Becker, Brent 402 Central Nassau East Nassau, NY 12062 Teamster	White Male	O.T. REG. JOB WEEK						2		0 2	62.67 41.78	30.87	Y	145.30 3,180.75	242.29	260.80	165.33	12.94	530.11	1,211.27	1,969.48
2	xxx-xx-5487 Essegian, Robert 41 Bloomingdale Ave East Greenbush, NY 12061 Teamster	White Male	O.T. REG. JOB WEEK						2		0 2	64.17 42.78	30.87	Y	147.30 5,892.40	450.77	1,291.52	408.56	0.60	354.96	2,506.41	3,385.99
3	xxx-xx-7726 Gaige, Richard III 1517 N. Mansion Rd Duanesburg, NY 12056 Laborer	White Male	O.T. REG. JOB WEEK						2		0 2	53.28 35.52	29.37	Y	129.78 4,954.48	379.01	1,052.03	335.02	0.60	0.00	1,766.66	3,187.82
4	xxx-xx-9983 Stocker, Tyler 157 Droms Road Glenville, NY 12302 Laborer	White Male	O.T. REG. JOB WEEK						2		0 2	53.28 35.52	29.37	Y	129.78 4,481.65	342.85	906.61	291.55	0.60	12.87	1,554.48	2,927.17
5			O.T. REG. JOB WEEK																			
6			O.T. REG. JOB WEEK																			
7			O.T. REG. JOB WEEK																			
8			O.T. REG. JOB WEEK																			
9			O.T. REG. JOB WEEK																			
10			O.T. REG. JOB WEEK																			

THIS SUBSTITUTES FOR WH 347
FOR APPROVED
BUDGET BUREAU
NO. 44-R1093

HC 231
(5/06)

New York State Department of Transportation

CONTRACTOR'S PAYROLL CERTIFICATION

Date: 11/17/25

I, **Ellen M. Messemer**, **Controller** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Straight Line Industries, Inc.** on the Warren Co. Mount 253 Corinth Rd that during the payroll period commencing on Nov 2, 2025 and ending on Nov 8, 2025 all persons employed on said project project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said **Straight Line Industries, Inc.**

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in:

Article 6 Section 193 of the New York State Labor Law, applicable to State projects, and as described below; OR

Title 29, Code of Federal Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), applicable to Federal or Federally-aided projects, and as described below.

DBL/PFL/Garnishes/Direct Deposit/Benefits

FICA

Federal & State Withholding

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are riot less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with: the New York State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS; FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
NONE	
REMARKS	

NAME AND TITLE	SIGNATURE	Date
Ellen M. Messemer, Controller	Ellen M Messemer	11/17/25

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Peckham Road Corp

CLIENT NO.
TRX

[ ] CONTRACTOR OR [X] SUBCONTRACTOR
Straight Line Industries, Inc.

PROJECT #
WC MP 25-4 Diamond Pt Road

PREPARED FOR
N.Y.S. DEPARTMENT OF LABOR
REPORT-WAGE AND HOUR AND PUBLIC
CONTRACTS DIVISION

WEEK ENDING
11/1/2025

PAGE
1

	SOC. SECURITY NO. NAME (1) ADDRESS JOB CLASSIFICATION (3)			HOURS WORKED EACH DAY (4)							(5) TOTAL HOURS	(6) HOURLY RATE	(6A) FRINGE RATE	(6B) FRINGES PAID IN CASH	(7) GROSS PAY	(8) DEDUCTIONS						(9) NET PAY
				SUN.	MON.	TUE.	WED.	THUR.	FRI.	SAT.						FICA	FEDERAL TAX	STATE TAX	SUI / DISABILITY	OTHER DEDUCT.	TOTAL DEDUCT.	
1	xxx-xx-1905 Becker, Brent 402 Central Nassau East Nassau, NY 12062 Laborer	White Male	O.T. REG. JOB WEEK		4						0 4	53.28 35.52	29.37	Y	259.56 2,965.31	225.79	224.85	153.67	12.11	477.21	1,093.63	1,871.68
2	xxx-xx-7726 Gaige, Richard III 1517 N. Mansion Rd Duanesburg, NY 12056 Laborer	White Male	O.T. REG. JOB WEEK		4						0 4	53.28 35.52	29.37	Y	259.56 3,274.27	250.49	579.03	195.59	0.60	0.00	1,025.71	2,248.56
3	xxx-xx-0708 Katras, Zachary 1013 NY-351 Troy, NY 12140 Laborer	White Male	O.T. REG. JOB WEEK		4						0 4	53.28 35.52	29.37	Y	259.56 3,353.19	255.47	498.10	171.01	13.61	416.13	1,354.32	1,998.87
4	xxx-xx-4552 Upton, Robert A. 616 7th Street Watervliet, NY 12189 Teamster	White Male	O.T. REG. JOB WEEK		4						0 4	64.17 42.78	30.87	Y	294.60 3,195.08	243.62	607.50	214.76	13.00	10.54	1,089.42	2,105.66
5			O.T. REG. JOB WEEK																			
6			O.T. REG. JOB WEEK																			
7			O.T. REG. JOB WEEK																			
8			O.T. REG. JOB WEEK																			
9			O.T. REG. JOB WEEK																			
10			O.T. REG. JOB WEEK																			

THIS SUBSTITUTES: FOR WH 347
FOR APPROVED
BUDGET BUREAU
NO. 44-R1093

HC 231
(5/06)

New York State Department of Transportation

CONTRACTOR'S PAYROLL CERTIFICATION

Date: 11/7/25

I, **Ellen M. Messemer**, **Controller** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Straight Line Industries, Inc.** on the Warren Co Maint MP25-4 Diamond that during the payroll period commencing on Oct 26, 2025 and ending on Nov. 1st, 2025 Pt Rd all persons employed on said project project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said **Straight Line Industries, Inc.**

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in:

Article 6 Section 193 of the New York State Labor Law, applicable to State projects, and as described below; OR

Title 29, Code of Federal Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), applicable to Federal or Federally-aided projects, and as described below.

DBL/PFL/Garnishes/Direct Deposit/Benefits

FICA

Federal & State Withholding

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are riot less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with: the New York State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS; FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
NONE	
REMARKS	

NAME AND TITLE	SIGNATURE	Date
Ellen M. Messemer, Controller	Ellen M Messemer	11/7/25

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WARREN COUNTY

ACH Transmittal File Listing

Recipient		Bank Routing #	Bank Account #	Account Type	Transaction Amount	Pre Note
11631	PECKHAM ROAD CORP	031100649	7074160241	22 - Checking	2,132,480.23	
Vendor Contact ID:	32145 - PO BOX 1055,ALBANY, NY 12201					

Bank ACH Name: Arrow Bank
Bank Routing Number: 021302554
Bank Account Number: 0000936006
Export File Location: MyReports

Company ACH Name: WARREN COUNTY
Company Fed Tax ID #: 1146002576
ACH Transaction Date: 12/15/2025
ACH Creation Date/Time: 12/12/2025 10:27:37

Transmittal File Totals

Transaction Totals:

Account Type	Count	Credits	Debits
22 - Checking	1	2,132,480.23	
32 - Savings	0	0.00	
	1	2,132,480.23	

Pre Note Totals:

Account Type	Count
23 - Checking	0
33 - Savings	0
	0

WARREN COUNTY WIRE TRANSFER SUB-COMMITTEE

STATE OF NEW YORK	)	Warren County Sheriff's Office
	) ss.	
COUNTY OF WARREN	)	Incident #25-25920

DEPOSITION STATEMENT

I, Ryan J. Dickey, Esq., being an attorney duly admitted to practice law before the Courts of the State of New York and pursuant to Section 2106 of the Civil Practice Law and Rules, affirms the following statement under penalty of perjury and for the purposes solely set forth in Warren County Board of Supervisors Resolution No. 50 of 2026, which authorizes a limited waiver of Attorney-Client Privilege and Attorney Work-Product. The right of Warren County to assert either the Attorney-Client Privilege and Attorney-Work Product Privilege is hereby reserved in all subsequent proceedings in which the law permits privilege to be invoked on behalf of the County of Warren.

On October 22, 2025, I was invited to attend a Wire Transfer Sub-committee Policy Discussion on October 23, 2025, by Marilyn Rivers (hereafter, "Marilyn"), the Warren County Property and Casualty Risk Manager at the Warren County Attorney's Office. The purpose of the meeting was to gather a subcommittee of relevant County officers and employees to assist in drafting a Wire Transfer Policy that would be ultimately be finalized by the Warren County Risk and Safety Committee and then presented to the Warren County Board of Supervisors for the passage of a County resolution. On October 22, 2025, Marilyn had provided myself and all other attendees an Outlook invitation, along with NYS Comptroller Policies/Procedures and sample municipal wire-transfer and online-banking policies. The individuals who received a copy of this email were: Jessica Burnham; Christine Norton; Carla Sherman; Larry Elmen; Jennifer Smith; Mary Slemmer; Amy Turcotte; and myself.

On October 23, 2025, prior to the meeting I conducted preliminary legal research on the topic. I located General Municipal Law ("GML") § 5-a, titled "Electronic or wire transfers." GML 5-a and New York law requires the Warren County Board of Supervisors enter into a written agreement with Arrow Bank prior to completing any electronic or wire transfer, which is supported by a Warren County Board of Supervisors resolution and signed by the Chairman of the Warren County Board of Supervisors. The agreement must: prescribe the manner in which electronic or wire transfers shall be accomplished (i.e. ACH...); identify by number and name the County's accounts from with electronic or wire transfers may be made; identify the County officers or employees who are authorized to order the electronic or wire transfers; and must implement a security procedure as set forth in Section 4-A-201 of the Uniform Commercial Code ("UCC"). Without these requirements met, any agreement is null, void, and unenforceable.

On October 23, 2025, at 10:00 a.m. Marilyn and I walked to the conference room on the first floor of the Warren County Municipal Center 5-110 for the meeting. At the meeting the following individuals were present: Christine Norton, the County Treasurer; Monica Stark, the Deputy County Treasurer, Daniel Donohue – Accountant at the County Treasurer's Office; Carla Sherman, Warren County Auditor; Tammie Delorenzo, Assistant County Administrator; Jessica Burnham, Warren County Insurance Administrator; Marilyn Rivers, Warren County Property

and Casualty Risk Manager; and myself.

Marilyn had asked me to start off the meeting by providing a legal analysis. I removed my notes and read the requirements of GML § 5-a directly from the statute to the group. I had advised the group of the requirements set forth above and provided legal advice that unless the Warren County Board of Supervisors had passed a resolution authorizing electronic or wire payments to be made, a Board resolution authorizing the County to contract with Arrow Bank, and that the agreement was approved to form by the County Attorney and signed by the Chairman of the Board of Supervisors, that the contracts are void. I specifically advised that wire or electronic payments should not be made at all until these requirements were fulfilled. After my statements, every individual at the meeting, including the County Treasurer, was informed of my legal opinion and was placed on notice that any wire or electronic payments made prior to these requirements being met would be against legal advice.

My statements were met with immediate pushback from the Deputy Treasurer, Monica Stark, who advised that the County Treasurer's Office had already executed two (2) agreements with Arrow Bank for ACH and wire transfers and that she was in possession of a Warren County Board of Supervisor's resolution providing the necessary authority. I reiterated my position at this point because I was aware that there was not a recent Board resolution authorizing an agreement with Arrow and that I had not seen the agreement for review. The remainder of the meeting was spent discussing what departments complete ACH payments (such as the County Clerk/DMV) to New York State. Christine Norton was to provide the group a list of departments who conduct ACH or electronic payments but never did.

After the meeting, Marilyn sent out an email to the group, including Christine Norton, Monica Stark, and Daniel Donohue, with a copy of GML § 5-a, GML § 10, UCC 4A-201, a copy of a draft e-banking policy. On October 28, 2025, Monica Stark provided a copy of an ACH agreement and a Wire Agreement as further defined below. The ACH Originator Agreement, dated February 29, 2024, was signed by Christine Norton without Board authority or County Attorney approval. The Business Online Banking Electronic Wire Transfer Agreement, dated May 18, 2023, was signed by the former Deputy Treasurer, Robert Lynch without Board authority or County Attorney approval.

On October 28, 2025, Marilyn forwarded an email to me from Amanda Allen, the Clerk of the Warren County Board of Supervisors to Monica Stark and Christine Norton. The email advised that a resolution request should go through the next round of committee meetings held during the first week of December. The following day Marilyn sent out another email to the group, to include the County Treasurer, which attached a draft wire transfer policy, stating:

> "In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law § 5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a

security procedure as defined by Section 4-A-201 of the Uniform Commercial Code."

On October 29, 2025, it was clear and evident from multiple sources that unless the legal requirements of GML 5-a were met, electronic or wire transfers should not occur.

I affirm this 21st day of January, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing in true, and I understand that this document may be filed in an action or proceeding in a court of law.

Date: January 21, 2026

Ryan J. Dickey, Esq.

Witness
Printed Name:

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 2. General Municipal Finances (Refs & Annos)

McKinney's General Municipal Law § 5-a

§ 5-a. Electronic or wire transfers

Currentness

1. Notwithstanding any other law to the contrary, whenever an officer of a local government, as that term is defined in section ten of this article, is authorized or directed pursuant to law to disburse or transfer on behalf of the local government funds in the custody of the officer, that officer shall be authorized to disburse or transfer such funds by means of electronic or wire transfer. Such disbursement shall be otherwise subject to applicable laws, provided that:

(a) the governing board of the local government has entered into a written agreement with the bank or trust company in which such funds have been deposited, prescribing the manner in which electronic or wire transfer of such funds shall be accomplished, identifying by number and name those accounts from which electronic or wire transfers may be made, identifying which officer or officers are authorized to order the electronic or wire transfer of funds from those accounts, and implementing a security procedure as defined in section 4-A-201 of the uniform commercial code; and

(b) the bank or trust company processing the transfer shall provide to the officer ordering the electronic or wire transfer of funds written confirmation of each such transaction no later than the business day following the day on which the funds are transmitted.

2. It shall be the duty of the governing board of the local government to adopt a system of internal controls for the documentation and reporting of all transfers or disbursements of funds accomplished by electronic or wire transfer.

Credits
(Added L.1996, c. 140, § 14. Amended L.1998, c. 469, § 9, eff. July 22, 1998.)

McKinney's General Municipal Law § 5-a, NY GEN MUN § 5-a
Current through L.2025 chapters 1 to 713. Some statute sections may be more current, see credits for details.

End of Document

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KeyCite Yellow Flag
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
Uniform Commercial Code
Chapter 38. Of the Consolidated Laws (Refs & Annos)
Article 4-a. Funds Transfers (Refs & Annos)
Part 2. Issue and Acceptance of Payment Order (Refs & Annos)

McKinney's Uniform Commercial Code § 4-A-201

§ 4-A-201. Security Procedure

Effective: [See Text Amendments] to June 2, 2026
Currentness

<[Section effective until June 3, 2026. See, also, § 4-A-201 effective June 3, 2026.]>

"Security procedure" means a procedure established by agreement of a customer and a receiving bank for the purpose of (1) verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or (2) detecting error in the transmission or the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer is not by itself a security procedure.

Credits
(Added L.1990, c. 208, § 1, eff. Jan. 1, 1991.)

Editors' Notes

OFFICIAL COMMENT

A large percentage of payment orders and communications amending or cancelling payment orders are transmitted electronically and it is standard practice to use security procedures that are designed to assure the authenticity of the message. Security procedures can also be used to detect error in the content of messages or to detect payment orders that are transmitted by mistake as in the case of multiple transmission of the same payment order. Security procedures might also apply to communications that are transmitted by telephone or in writing. Section 4A-201 defines these security procedures. The definition of security procedure limits the term to a procedure "established by agreement of a customer and a receiving bank." The term does not apply to procedures that the receiving bank may follow unilaterally in processing payment orders. The question of whether loss that may result from the transmission of a spurious or erroneous payment order will be borne by the receiving bank or the sender or purported sender is affected by whether a security procedure was or was not in effect and whether there was or was not compliance with the procedure. Security procedures are referred to in Sections 4A-202 and 4A-203, which deal with authorized and verified payment orders, and Section 4A-205, which deals with erroneous payment orders.

McKinney's Uniform Commercial Code § 4-A-201, NY UCC § 4-A-201
Current through L.2025 chapters 1 to 713. Some statute sections may be more current, see credits for details.

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State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Jessica K Burnham am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Maille of the Warren County Sheriff's Office. I am employed as the Insurance Administrator for Warren County located at 1340 State Route 9, Queensbury, NY 12804; my telephone number is , my date of birth is , and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

On October 23, 2025 I attended a meeting at the Warren County Municipal Center on the first-floor conference room. In attendance at this meeting were Marilyn Rivers, Monica Stark, Dan Donohue, Tammy Delorenzo, Ryan Dickey, Christine Norton, Carla Sherman and myself. The meeting was in regards to formalizing a county policy regarding wire transfers and ACH payments. During this meeting the County Auditors office and the County Treasurer's Office spoke about their procedures and what they did for ACH and wire transfers. Monica Stark presented a document to Ryan Dickey from Arrow Bank regarding the authority of ACH payments and wire transfers. I remember Ryan telling them that this was not a legally binding form due to multiple reasons such as that it was not signed by the appropriate authority. I just remember that Ryan said that this was an older document and that it needed to be updated and he was very adamant that this document should not be used. I remember the meeting ending with the Treasurer's Office saying that they were going to look into this matter and that they were going to write down their procedures to present to the next meeting.,

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials JB

1/21/26
Date

Signature

Witness

State of New York)
County of Warren) ss.
Town of Queensbury)

Warren County Sheriff's Office

Incident #25-25920

I, Carla D. Sherman am not under arrest for, nor am I being detained for, any criminal offense concerning the events I am about to make known to Investigator Morse and Maille of the Warren County Sheriff's Office. I am employed as the Auditor for Warren County located at 1340 State Route 9, Queensbury, NY 12804; my telephone number is , my date of birth is and without being accused of criminal offenses regarding facts I am about to state, I volunteer the following information of my own free will for whatever purpose it may serve.

On October 23, 2025 at 10:00 A:M in conference room 5110 at the Warren County Municipal Center I attended a meeting that was set up by Marilyn Rivers from the Warren County Attorney's Office. In attendance at this meeting was Christine Norton, Monica Stark, Dan Donohue, Marilyn Rivers, Ryan Dickey, Jessica Burnham and myself. This meeting was to discuss wire transfer policy for the county. We discussed the current procedures of the Treasurer's Office in regards to making wire transfers. The question was asked if there were current agreements with the bank. I believe at that time Monica Stark had said that she had reached out to the banks to see what they had for this and was waiting for them to get back to her. Ryan and myself told everyone that nobody had authority to sign any agreement except for the Chairman of the Board of Supervisors. Everyone else in the meeting appeared as though they were just going to wait to hear back from the bank. I do not remember much more being said at the meeting as a lot of this did not directly pertain to me in my position as Auditor.

FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK

Initials CDS

1/20/26
Date

Signature

Witness

WARREN COUNTY BOS RESOLUTION 515 OF 2025

Warren County Board of Superbisors

RESOLUTION NO. 515 OF 2025

RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO

ADOPTING THE WIRE TRANSFERS AND E-BANKING POLICY

WHEREAS, the County Attorney requested, and the Personnel, Administration & Higher Education Committee agreed, to adopt the Wire Transfers and e-Banking Policy, as approved by the Warren County Risk and Safety Committee, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Wire Transfers and e-Banking Policy, annexed hereto as Schedule "A," be and the same is hereby adopted as the official policy for Warren County.

SCHEDULE "A"

WIRE TRANSFERS AND E-BANKING POLICY

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution, defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County §600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law §5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law §5-a and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law §99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment Systems (EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1 The County Auditor's Office reviews all electronic payments that are governed under County Law Section 600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial System Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial System batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount o the payment, the EFT number assigned by County Financial System as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial System payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form.*

2. **Verification and Authorization:**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.
3. **Setup of Electronic Payment:**
   a. Once approved, the County Treasurer and/or their designees shall proceed to

set up the electronic transfer (wire/ACH) in the online banking platform.

4. **Dual Authorization and Security Verification:**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, the County Treasurer and/or their designees shall receive a phone call from the bank containing a unique security access code which must be verified before the transaction may be approved.
5. **Post-Approval Verification:**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry:**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The County Treasurer's Office is the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee(s) shall be responsible for ensuring that employees with electronic access to County bank accounts who leave County employment are properly removed from the accounts, effective as of the date of termination.

VII. MONITORING

The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

WARREN COUNTY VENDOR LISTING

INACTIVE ACH VENDORS

WARREN COUNTY
Vendor Listing

Vendor Number	Vendor Name	SecuredCategory	Type	Status	Address	Website	SSN	Federal Tax ID
15682	BILLS, ROBERT	No		Active	GANSEVOORT, NY 12831	SELF INSURANCE REVISED 11/12/19		
21358	BMO HARRIS BANK NA	No		Active	BMO HARRIS MASTERCARD PO BOX 5732, CAROL STREAM, IL 60197-5732	ADMINSTATOR REVISED - 6/24/19		36-2085229
13841	BRAMAN, ELIZABETH	No		Active	STONY CREEK, NY 12878	SELF-INSURANCE - EDIT, 3/31/08		
24496	BUSH, MICHAEL R.	No		Active	CHESTERTOWN, NY 12817	SELF INSURANCE-2/4/25		
9804	CEDE & CO.-INTEREST ACCT,	No		Active	55 WATER ST., 25TH FLOOR, NEW YORK, NY 10041	TREASURER'S OFFICE		
9803	CEDE&CO.,PRINCIPAL ACCT.,	No		Active	NDFS RED.DEPT.,DEP.TST.CO 55 WATER ST., 50TH FLOOR, NEW YORK, NY 10041	TREASURER'S OFFICE		
95	CITY OF GLENS FALLS	No		Active	42 RIDGE STREET, GLENS FALLS, NY 12801	OES-REMIT 3/17/25		14-6002198
15313	CIVIL SERVICE EMPLOYEES ASSOCIATION	No		Active	LOCAL 1000 AFSCME, AFL-CIO CAPITOL STATION, BOX 7125, ALBANY, NY 12224-0125	TREASURER - 6/14/05		14-0479613
14873	COMMISSIONER OF GENERAL SERVICES	No		Active	41ST FLOOR CORNING TOWER,EMP ST PL, ALBANY, NY 12242	DPW - 9/14/04		14-6013200
21126	ECMC	No		Active	LOCKBOX 7096 PO BOX 16478, SAINT PAUL, MN 55116-0478	TREASURER - 11/10/14		41-1778617
11365	ELECT FED TAX PAYT SYS	No		Active	C/O GLENS FALLS NATIONAL BANK AND TRUST CO. 250 GLEN ST, GLENS FALLS, NY 12801	TREASURER REVISED 3/11/21		
23454	FITZGIBBON, SHAWN	No		Active	HUDSON FALLS, NY 12839	SELF INS 2/23/22		
7344	HEALTH FACILITY ASSESSMENT FUND	No		Active	ATTN J ALAIMO FUND ADM PO BOX 4757,	WESTMOUNT - 12/2/04		

				SYRACUSE, NY 132214757		
17686	HOWE, JOHN	No	Active	POTTERSVILLE, NY 12860	SELF INS REACTIVATED 4/12/19	
15314	HUDSON RIVER CREDIT UNION	No	Active	312 PALMER AVE, CORINTH, NY 12822	www.hrccu.org - TREASURER - 6/14/05	14-1407718
16556	JP MORGAN CHASE BANK	No	Active	FLOOR 4 12 CORPORATE WOODS BLVD, LOUDONVILLE, NY 12211	TREAS. - 8/31/06	
23814	KELLY JR, ROBERT E	No	Active	QUEENSBURY, NY 12804	SELF INS 1/25/23	
9690	LAMB, JEANNE	No	Active	CIRCLE ROOM 105, FRANKLIN, TN 37067	SELF INSURANCE REVISED 1/23/23	
23898	LAMB, KYLE	No	Active	RD, BOLTON LANDING, NY 12814	SELF-INSURANCE - 5/19/23	
912893	LEONARDO, DANA	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	SHERIFF - 4/3/17	
913779	MCDONALD, DENNIS	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	SELF INSURANCE- 4/29/24	
911657	MOFFITT, CODY	No	Active	WARREN COUNTY MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	DPW - 6/30/17	
312	NATIONAL GRID	No	Active	PO BOX 371376, PITTSBURGH, PA 15250-7376	PRIMARY ADDRESS FOR ALL DEPTS - 5/27/22	15-0265555
24080	NICHOLS, RONALD W	No	Active	GANSEVOORT, NY 12831	SELF INSURANCE - 1/18/24	
23275	NORTON, KEVIN P	No	Active	RD, CHESTERTOWN, NY 12817	8/19/21	
1497	NYS COMPTROLLER	No	Active	C/O NYS DOT REGION ONE 328 STATE ST, SCHENECTADY, NY 123052302	DPW - 9/15/04	

16416	NYS DEFERRED COMP PLAN	No	Active	75 REMITTANCE DR, CHICAGO, IL 60675-6771	TREASURER REVISED - 6/4/15	
8985	NYS DEPARTMENT OF HEALTH	No	Active	BUREAU OF ACCOUNTS MANAGEMENT CORNING TOWER, ROOM 2748 EMPIRE STATE PLAZA, ALBANY, NY 12237-0016	DSS REVISED 9/14/20	
1913	NYS RETIREMENT SYSTEM,	No	Active	GOV.ALBERT E.SMITH BLDG., ALBANY, NY 12224		
13140	NYSDOH MEDICAID LOCAL SHA	No	Active	CORNING TOWER ROOM 1237 EMPIRE STATE PLAZA, ALBANY, NY 12237	HEALTH REVISED 2/2/22	
15315	PEARL INSURANCE	No	Active	13 AIRLINE DR, ALBANT, NY 12205	TREASURER REVISED 5/29/18	20-2563026
23513	PELLINO, LINDA	No	Active	QUEENSBURY, NY 12804	SELF INS 4/15/22	
6653	PROMP TAX-N.Y.S. DEPT. OF,	No	Active	TAXATION & FINANCE BOX 5290 GPO, NEW YORK, NY 10087		
913639	REGNER, MICHELLA	No	Active	WHITEHALL, NY 12887	DSS REACTIVATED - 3/7/25	
13917	SIEMENS FINANCIAL SERVICES INC	No	Active	PO BOX 2083, CAROL STREAM, IL 60132	WESTMOUNT - 7/6/10	13-2762488
17147	THE BANK OF NEW YORK MELLON	No	Active	500 GRANT STREET, ROOM 3210 BNY MELLON CENTER, PITTSBURGH, PA 15258	TREASURER 6/17/20	13-5160382
18859	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	No	Active	PO BOX 14319, LEXINGTON, KY 40512	TREASURER REVISED - 10/3/19	13-5123390
23863	TIAA	No	Active	730 3RD AVE, NEW YORK, NY 10017	TREASURER 3/30/23	
7922	TOWN OF CHESTER,	No	Active	SUPERVISOR TOWN HALL, MAIN ST., CHESTERTOWN, NY 12817	TREASURER	
3393	TOWN OF HORICON,	No	Active	SUPERVISOR TOWN HALL, BRANT LAKE, NY 12815	BOS	
3046	TOWN OF LAKE LUZERNE,	No	Active	SUPERVISOR PO BOX 370 539 LAKE AVENUE,	TREASURER REVISED -	

				LAKE LUZERNE, NY 12846	5/4/09	
7923	TOWN OF QUEENSBURY,	No	Active	SUPERVISOR 742 BAY ROAD, QUEENSBURY, NY 12804	TREASURER	
5135	TOWN OF WARRENSBURG	No	Active	SUPERVISOR 3797 MAIN STREET, WARRENSBURG, NY 12885	DPW REVISED 1/3/19	
3240	WARREN COUNTY CLERK	No	Active	MUNICIPAL CENTER 1340 STATE ROUTE 9, LAKE GEORGE, NY 128459803		
22449	WARREN COUNTY COA	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 10/2/18	83-1330361
20521	WARREN COUNTY CORRECTIONAL SUPERVISOR ASSOCIATION	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 8/8/13	
10242	WARREN COUNTY POLICE BENEVOLENT ASSOCIATION	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 6/14/05	14-1783815
18998	WARREN COUNTY POLICE SUPERVISOR'S BENEVOLENT ASSOC	No	Active	1400 STATE ROUTE 9, LAKE GEORGE, NY 12845	5/24/10	27-2207451
15316	WARREN COUNTY SEA	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER - 6/14/05	14-1784959
2000	WARREN COUNTY TREASURER	No	Active	1340 STATE ROUTE 9, LAKE GEORGE, NY 12845	TREASURER REVISED 8/29/23	14-6002576
19871	WEX BANK - EFT	No	Active	d/b/a WRIGHT EXPRESS FSC PO BOX 3440, BOSTON, MA 02241	SHERIFF - REPLACES #2482 - 2/8/12	84-1425616

WARREN COUNTY

Vendor Listing

Vendor Number	Vendor Name	SecuredCategory	Type	Status	Address	Website	SSN	Federal Tax ID
3802	AAF-MCQUAY INC	No		Inactive	DBA McQUAY INTERNATIONAL AND McQUAY SV PO BOX 828451, PHILADELPHIA, PA 19182-8451	DPW - 12/4/07		41-0404230
17769	ADIRONDACK TRUST COMPANY	No		Inactive	473 BROADWAY, SARATOGA SPRINGS, NY 12866	TREASURER - 8/19/08		14-0458765
17370	BCI CONSTRUCTION INC.	No		Inactive	20 LOUDONVILLE ROAD, ALBANY, NY 12204	DPW - 11/20/07		14-1762131
17369	BOESE, ADAM C.	No		Inactive	d/b/a THE DAYLIGHT SAVINGS COMPANY 25 MAIN STREET, GOSHEN, NY 10924	DPW - 11/20/07		06-1600903
21958	CHICAGO TITLE INSURANCE SERVICES, LLC.	No		Inactive	80 STATE STREET, ALBANY, NY 12207	DPW - 2/16/17		36-2468956
3392	CONTROLLER, CITY OF GLENS FALLS	No		Inactive	42 RIDGE STREET, GLENS FALLS, NY 12801	TREASURER		14-6002198
22676	DEFENSE FINANCE AND ACCOUNTING SERVICE	No		Inactive	ROOM 1907 FEDERAL BUILDING 1240 E9TH ST, CLEVELAND, OH 44199-2055	SHERIFF 7/12/19		74-2199338
21533	DEZALIA, CHAD	No		Inactive	QUEENSBURY, NY 12804	SELF INSURANCE REACTIVATED 8/20/21		
20696	EMPIRE STATE DEVELOPMENT CORPORATION	No		Inactive	633 THIRD AVENUE, NEW YORK, NY 10017	PLANNING REACTIVATED - 10/17/22		13-2624237
17184	FIRST NATIONAL BANK OF SCOTIA	No		Inactive	201 MOHAWK AVENUE, SCOTIA, NY 12302	TREASURER'S OFFICE - 8/30/07		
17375	FPI MECHANICAL, INC.	No		Inactive	11 GREEN MOUNTAIN DRIVE, COHOES, NY 12047	DPW - 11/26/07		14-1670590
23390	GLASSER , BRIAN J	No		Inactive	PLEASANT VALLEY, NY 12569	SELF INS 12/13/21		
22034	JEFFERIES LLC	No		Inactive	MADISON AVE, NEW YORK, NY 10022	TREASURER - 8/7/17		

19894	KEENA STAFFING, INC	No	Inactive	2 PROGRESS BOULEVARD, QUEENSBURY, NY 12804	CLERK OF THE BOARD - 2/28/12	14-1818627
23255	KELLY, ADAM J	No	Inactive	QUEENSBURY, NY 12804	SELF INS 7/13/21	
15168	PLATINUM PLUS FOR BUSINESS	No	Inactive	PO BOX 15796, WILMINGTON, DE 19886-5796	Sheriff - 3/18/05 Treas 3/1/06 Auditor 7/17/13	52-2065889
21959	ROBERT S. NUSSBAUM, ATTORNEY AT LAW TRUST ACCOUNT	No	Inactive	619 EAST PALISADE AVE 2ND FLOOR, ENGLEWOOD CLIFFS, NJ 07632	DPW - 2/16/17	
22032	ROBERT W. BAIRD & CO. INC.	No	Inactive	777 E. WISCONSIN AVENUE, MILWAUKEE, WI 53202	TREASURER - 6/7/17	
22033	ROOSEVELT & CROSS, INC.	No	Inactive	ONE EXCHANGE PLAZA 55 BROADWAY - 22ND FLOOR, NEW YORK, NY 10006	TREASURER - 6/7/17	
3167	SARATOGA CO. EMPLOY.&TRNG	No	Inactive	152 HIGH STREET, BALLSTON SPA, NY 12020	ETA	14-6002571
23521	SCRIPTURE, MARTHA	No	Inactive	40, FORT ANN, NY 12827	SELF INS 4/21/22	
913648	STEVES, DUSTIN	No	Inactive	WARRENSBURG, NY 12885	SELF INSURANCE - 11/21/22	
34	TD BANKNORTH	No	Inactive	237 GLEN STREET, GLENS FALLS, NY 12801	TREASURER REACTIVATED - 5/1/18	14-0696525

From: Butler, Julie
Sent: Wednesday, January 7, 2026 8:31 AM
To: Elmen, Larry <[redacted]>; Sherman, Carla <[redacted]>; Stark, Monica <[redacted]>
Cc: Norton, Christine <[redacted]>
Subject: RE: List of All County Payees Paid by ACH during past five years

Larry,

I ran a report of active vendors set up with ACH payments. It's attached hereto.

This should have captured them all, but I'd like the Treasurer's Office to confirm.

Don't hesitate to contact me if I can be of further assistance.

Julie A. Butler
Warren County Purchasing Agent
1340 State Route 9
Lake George, NY 12845
Ph: 518-761-6538
Fax: 518-761-6595

From: Elmen, Larry <[redacted]>
Sent: Tuesday, January 6, 2026 4:49 PM
To: Sherman, Carla <[redacted]>; Stark, Monica <[redacted]>; Butler, Julie <[redacted]>
Cc: Norton, Christine <[redacted]>
Subject: RE: List of All County Payees Paid by ACH during past five years

Thanks Carla. I appreciate you letting me know about the WC payees.

Monica and Julie, Please let me know if there are any others?

Also, are all ACH's through Arrow Bank or are we using a different bank for different payees?

Much appreciated.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: [redacted]

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From: Sherman, Carla <
Sent: Tuesday, January 6, 2026 4:15 PM
To: Elmen, Larry <>; Stark, Monica <>; Butler, Julie <>
Cc: Norton, Christine <>
Subject: RE: List of All County Payees Paid by ACH during past five years

We pay the following vendors by electronic payment. Whether or not they are processed as ACH payments or wire transfers I do not know. Both look the same on my reporting end.

V#312 – National Grid
V#19871 – Wex Bank – Sheriff gas card
V#21358 – BMO Harris – County purchasing cards
V#8985 – NYS Dept of Health – Public Health EI Escrow
V#7344 – Health Facility Assessment Fund – Public Health Cash Assessment

We also pay some worker's comp payments by electronic payment. Those vendors may vary, but the last worker's comp batch paid on 12/29/25 included the following:

V#15682 – Robert Bills
V#13841 – Elizabeth Braman
V#24496 – Michael Bush
V#9690 – Jeanne Lamb
V#17686 – John Howe

Have a great day,

Carla Sherman, CIA, IAP
Warren County Auditor
1340 State Route 9
Lake George, NY 12845
518-761-6413

From: Elmen, Larry <
Sent: Tuesday, January 6, 2026 4:05 PM
To: Stark, Monica <>; Sherman, Carla <>; Butler, Julie <>

Cc: Norton, Christine <[redacted]>
Subject: List of All County Payees Paid by ACH during past five years

All,

Please provide me with a list of any and all parties which receive payments from Warren County by way of ACH electronic bank payment. I truly appreciate your prompt responses.

Thank you.

Larry Elmen
County Attorney
Warren County Attorney's Office
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Phone: (518)761-6463
Email: [redacted]

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WARREN COUNTY CYBER LIABILITY CLAIM

WARREN COUNTY ATTORNEY'S OFFICE

LAWRENCE ELMEN
WARREN COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS
RYAN J. DICKEY
CHRISTOPHER W. BRIGGS

RISK MANAGER
Marilyn L Rivers, CPCU ARM AIC

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

TELEPHONE: (518) 761-6483
FAX: (518) 761-6377

January 2, 2026

Tokio Marine HCC Cyber and Professional Lines Group
Claims Department
16501 Ventura Blvd., Suite 200
Encino, CA 91436

RE: Insured: County of Warren
Policy No.: H25NGP249318-00
Date of Loss: December 12, 2025 and December 23, 2025
Value of Loss: $2.1 Million and $1.2 Million

Sent Via Email to: CyberClaims@tmhcc.com

Dear Tokio Marine HCC Claims Professional:

The County of Warren New York hereby makes a cyber liability claim under its 2025 policy year with policy number H25NGP249318-00. The dates and amounts of loss are as follows:

December 12, 2025: $2.1 Million Dollars

December 23, 2025: $1.2 Million Dollars
(Captured and Frozen by US Secret Service and FBI Officials)

County employees within the County's Treasurer's Office unknowingly fell victim to a social engineering scheme involving one of its contracted vendors. The vendor – Peckham Road Corp had a valid County contract and submitted valid invoices for payment for services rendered throughout 2025. Peckham, however, experienced a cyber intrusion in the 2nd or 3rd quarter of 2025 which provided the cyber criminals with all of its clients, contracts and invoices which laid ground for an established vulnerability to which the County succumbed to in these two losses.

The County of Warren immediately contacted law enforcement officials upon learning of the cyber theft of its funds, including but not limited to the FBI, US Justice Department Secret Service, New York State Troopers, New York State Comptroller's Office and the Warren County Sheriff's Office. The Warren County Sheriff's Office is coordinating the entirety of the law enforcement effort pertaining to this matter. All law enforcement agencies are working together to investigate and recoup the monies lost. To date, the County has been informed that the December 23, 2025 payment of $1.2 Million has been frozen and is capable of eventually being returned to the County.

The County presents the following preliminary information regarding the losses being reported:

- On or about November 13, 2025, a cyber perpetrator identified themselves as an employee of Peckham Road Corp and made contact with a County employee within the County Treasurer's Office inquiring as to how to change a bank routing number for payment.
- The County employee in question within the County Treasurer's Office directed the cyber perpetrator to complete the required online form which would allow the potential change.
- The cyber perpetrator then completed the form and submitted it online.
- The County received the form with the false banking account numbers for Peckham Road Corp., but the employees processing the form did not follow established County procedures to validate the fraudulent request made and made the change. The Deputy County Treasurer then approved the change made to the system as required by procedures, but again did not validate that the new banking information for the vendor was valid and correct. Meaning, the County Treasurer's Office did not contact Peckham Road Corp to confirm the new banking information.
- Peckham Road Corp submitted valid vouchers in accordance with the work it had performed for the County in 2025. The first voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this first case, $2.1 Million was paid to Peckham by the County via ACH to the fraudulent account on December 12, 2025.
- Peckham Road Corp submitted a second invoice in the amount of $1.2 Million for services rendered to the County. The second voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this second case, however, the $1.2 Million being paid to Peckham by the County via ACH to the fraudulent account on December 23, 2025, was scheduled for payment for the next day – December 24, 2025, BUT had not yet been released by the County's bank – Arrow Bank.
- On December 23, 2025, Peckham Road Corp contacted the County inquiring as to its payments. The cyber fraud was discovered at this time and a series of events transpired in close succession:
    - County officials immediately notified law enforcement including the FBI and Secret Service. The NYS Comptroller, NYS Troopers and Warren County Sheriff's Office was also notified within this same time period.
    - The Secret Service - in concert with the County's Bank – Arrow Bank immediately froze the $1.2 Million on the verge of being paid and the suspended payment.

The County is actively working with law enforcement officials to investigate this matter. The County reports these matters to Tokio Marine as a cyber liability claim. The point of contact for this claim is Lawrence Elman, County Attorney. All inquiries pertaining to this claim should be directed to his attention.

Thank you for your immediate attention to this matter.

Sincerely,

Marilyn L Rivers, CPCU ARM AIC
Risk Manager

CC: Lawrence Elman, County Attorney
John Taflan, County Administrator
Sulim Bartok, Gallagher

Your IC3 Complaint

Submission ID:	2da533ae78524d6cb13a5fb0d1178fab
Date Filed:	12/23/2025 2:21:01 PM EST
Were you the one affected in this incident?	No

Your Contact Information

Name:	Monica I Stark
Business Name:	Warren County
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Complainant Information

Name:	Monica I Stark
Address:	1340 State Route 9
City:	Lake George, NY

Country:	United States of America
State:	New York
Zip Code/Route:	12845
Phone Number:	5187616380
Email Address:	starkm@warrencountyny.gov

Business Information

Is this on behalf of a business that was targeted by a Cyber incident?	Yes
Business Name:	Warren County
Is the incident currently impacting business operations?	No
Business IT POC:	Monica Stark
Other Business POC:	Christine Norton
If your business or organization is defined as a critical infrastructure entity, select the sector below:	Government Facilities
If known or applicable, please select the critical infrastructure subsector:	Local Government Facility

Financial Transaction(s)

Did you send or lose money in the incident?	Yes
What was your total loss amount?	3,358,434.88
Transaction Type:	Other
If other, please specify:	ACH
Was the money sent or lost?	Yes
Transaction Amount:	2,132,480.23
Transaction Date:	12/12/2025
Originating Bank Name:	Arrow Bank
Originating Bank Address:	250 Glen St
Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account

Originating Account Number:

Recipient Bank Name: Discover Bank

Recipient Bank Country: United States of America

Recipient Bank Routing Number:

Recipient Account Number:

Transaction Type: Other

If other, please specify: ACH

Was the money sent or lost? Yes

Transaction Amount: 1,225,954.65

Transaction Date: 12/23/2025

Did you contact your bank, financial institution, or cryptocurrency exchange? Yes

Originating Bank Name: Arrow Bank

Originating Bank Address: 250 Glen St

Originating Bank City:	Glens Falls
Originating Bank Country:	United States of America
Originating Bank State:	New York
Originating Zip Code/Route:	12801
Originating Name on Account:	General account
Originating Account Number:	

Recipient Bank Name:	Discover Bank
Recipient Bank Country:	United States of America
Recipient Bank Routing Number:	031100649
Recipient Account Number:	

Information About The Subject(s)

Name:	Rafael Diaz
Business Name:	Peckham Road Corp
Address:	438 Vaughn Rd
City:	Hudson Falls

Country:	United States of America
State:	New York
Zip Code/Route:	12389
Phone Number:	3472729617
Email Address:	rdiaz@peckhamroadcorp.com

Description of Incident

Provide a description of the incident and how you (or those you are filling this out on behalf of) were victimized. Provide information not captured elsewhere in this complaint form:

We have received an ACH authorization form directing to ACH funds. No one called to confirm the info was accurate. It was fraudulent.

Other Information

Is this an update to a previously filed complaint?	No

Privacy & Signature:

The collection of information on this form is authorized by one or more of the following statutes: 18 U.S.C. § 1028 (false documents and identity theft); 1028A (aggravated

identity theft); 18 U.S.C. § 1029 (credit card fraud); 18 U.S.C. § 1030 (computer fraud); 18 U.S.C. § 1343 (wire fraud); 18 U.S.C 2318B (counterfeit and illicit labels); 18 U.S.C. § 2319 (violation of intellectual property rights); 28 U.S.C. § 533 (FBI authorized to investigate violations of federal law for which it has primary investigative jurisdiction); and 28 U.S.C. § 534 (FBI authorized to collect and maintain identification, criminal information, crime, and other records).

The collection of this information is relevant and necessary to document and investigate complaints of Internet-related crime. Submission of the information requested is voluntary; however, your failure to supply requested information may impede or preclude the investigation of your complaint by law enforcement agencies.

The information collected is maintained in one or more of the following Privacy Act Systems of Records: the FBI Central Records System, Justice/FBI-002, notice of which was published in the Federal Register at 63 Fed. Reg. 8671 (Feb. 20, 1998); the FBI Data Warehouse System, DOJ/FBI-022, notice of which was published in the Federal Register at 77 Fed. Reg. 40631 (July 10, 2012). Descriptions of these systems may also be found at www.justice.gov/opcl/doj-systems-records#FBI. The information collected may be disclosed in accordance with the routine uses referenced in those notices or as otherwise permitted by law. For example, in accordance with those routine uses, in certain circumstances, the FBI may disclose information from your complaint to appropriate criminal, civil, or regulatory law enforcement authorities (whether federal, state, local, territorial, tribal, foreign, or international). Information also may be disclosed as a routine use to an organization or individual in both the public or private sector if deemed necessary to elicit information or cooperation from the recipient for use by the FBI in the performance of an authorized activity. "An example would be where the activities of an individual are disclosed to a member of the public in order to elicit his/her

assistance in [FBI's] apprehension or detection efforts." 63 Fed. Reg. 8671, 8682 (February 20, 1998).

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Monica I Stark

NEW YORK STATE INSURANCE IDENTIFICATION CARD

080 CHARTER OAK FIRE INSURANCE CO.

Policy Number
8101W313368-COF-26

Name & Address of Issuer ARTHUR J. GALLAGHER RISK MANA(
300 MADISON AVE 28TH FLOOR

NEW YORK, NY 10017

Effective Date	Expiration Date
01/01/2026	01/01/2027
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

WARREN;COUNTY
HUMAN SERVICES BUILD
LAKE GEORGE NY 12845

Applicable with respect to the following Motor Vehicle:

All Owned Vehicles

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

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FS-20

FAX: Scanable Bar Code

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode

WARREN COUNTY RISK MANAGEMENT 2025

Rivers, Marilyn

From: Norton, Christine
Sent: Tuesday, September 30, 2025 2:34 PM
To: Rivers, Marilyn
Cc: Stark, Monica; Donohue, Daniel; Mundell, Claudia
Subject: FW: Wire Transfers?

Pls see the Treasurer's alignment with Carla's wire transfer process understanding, as well as a few additional details that you should consider.

Lmk if you have any further questions.

CVN

From: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 1:16 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: RE: Wire Transfers?

I agree with what Carla stated. I also do wires and ACHs that do not involve the out of audit process. Payroll wires and ACHs also.

Claudia I Mundell
Principal Account Clerk
Warren County Treasurer
1340 State Route 9
Lake George, NY 12845
mundellc@warrencountyny.gov
518-761-6373

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 11:30 AM
To: Mundell, Claudia <mundellc@WarrenCountyNY.gov>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: RE: Wire Transfers?

Claudia – pls take a first pass at my request below, copying all on your answer - thanks

From: Norton, Christine
Sent: Tuesday, September 30, 2025 11:17 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Rivers, Marilyn

<riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfers?
Importance: High

Monica/Dan – please coordinate and review/confirm the County's wire-transfer process as described my Carla below, making sure to add/clarify any necessary details.

Also, pls confirm that there is, or is not, a wire transfer policy.

Please make this request a top priority.

Thank you!

CVN

From: Sherman, Carla <shermanc@warrencountyny.gov>
Sent: Tuesday, September 30, 2025 11:03 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: RE: Wire Transfers?

Marilyn,

Yes, the County does send wire transfers. To my knowledge there is no written policy. It's only a few selected payments that we use this function for. The department must request the approval to do so from the Treasurer's office who then works with them to set up the banking information. The payments come through my office in an out of audit batch. I send the batch information to Claudia Mundell who sets up the payment on their banking system then provide the actual batch to Ellen Rose to process the A/P side of it. After the payment is made we run a report as we do for all payments but we also get a notice from Claudia showing the online payment information as well. That gets verified for the amount and is uploaded to the invoice entry in New World. Let me know if you have any other questions for my side of the process.

~Carla

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Tuesday, September 30, 2025 10:31 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>
Subject: Wire Transfers?
Importance: High

Folks:

Working on the County's insurance Renewal.

Does the County send and/or receive wire transfers?

If yes, what is our wire transfer authorization process?

Please advise.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Rivers, Marilyn

Subject:	Wire Transfer Sub-committee Policy Discussion
Location:	Administration Bldg Room 5110
Start:	Thu 10/23/2025 10:00 AM
End:	Thu 10/23/2025 11:00 AM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Rivers, Marilyn
Required Attendees:	Burnham, Jessica; Norton, Christine; Sherman, Carla; Elmen, Larry
Optional Attendees:	Dickey, Ryan; Smith, Jennifer; Slemmer, Mary; Turcotte, Amy

Attached please find initial research on policies and information related to wire transfer policy. Please download and print for use in our discussions.

See you all tomorrow.

MLR

A "Wire Transfer Policy" is needed for the County's cyber liability policy.

Please invite anyone else who you believe should attend.

Best,

Marilyn

A municipal wire transfer policy requires strict controls and authorization to ensure security and prevent fraud. Key elements include a written agreement with the bank, dual authorization (two individuals are needed to initiate and approve a transfer), a callback provision for verification, and proper documentation for all transactions. The policy should also detail who is authorized to order transfers, which accounts are used, and security measures for online banking.

Key components of a municipal wire transfer policy

- **Written agreement with the bank:**
  A formal agreement is required between the municipality and the bank that specifies how transfers will be handled, identifies authorized officers, and outlines security procedures.
- **Dual authorization:**
  To prevent fraud, a system should be in place requiring two separate individuals to initiate and approve a transfer through the municipality's system.
- **Verification and callback procedure:**
  Before funds are transferred, the bank should be required to call a person who did not initiate the request for verification. Treasury should also verify vendor bank account information for new payees.
- **Security measures:**
  Policies should include security protocols for online banking, such as using computers with up-to-date antivirus software, strong password requirements, and regular monitoring of account activity.
- **Documentation and reporting:**
  All wire transfer requests and instructions must be properly documented and retained. A report of all transfers should be prepared and reviewed by a designated official, such as a claims auditor.
- **Internal controls:**
  A system of internal controls should be established by the governing board to document and report all electronic fund transfers.
- **Limitations:**
  The policy may include specific limitations, such as not allowing transfers to certain banks or restricting international transfers.
- **Role of the Treasurer's Office:**
  The policy should define the Treasurer's Office as the central point for coordinating, approving, and submitting wire transfers, as well as ensuring proper documentation and accuracy.

A BEST PRACTICES GUIDE TO

Cash Management in New York State (5th Edition)

NYGFOA ©2022



NYGFOA

Responsible Knowledgeable Accountable

New York Government Finance Officers' Association, Inc.

Disclaimer Notice: The contents of this guide are meant as a general reference guide only intended to highlight areas for review and issues for general consideration. The information in this guide is not definitive or meant to be all-inclusive. This guide does not provide legal advice; is not intended to convey legal advice and should not in any manner serve as a substitute for obtaining legal advice from a qualified attorney. Users of this guide should not act upon any such information contained herein, without first seeking qualified professional counsel and/or human resource professional on your specific matter.

Table of Contents

Foreword/Acknowledgments 3

Cash Management Best Practices

A. Deposits and Investments

1. Collateralization of Public Deposits 5
2. Written Investment Policies for Local Governments 7
3. Selection of Investment Advisors (Non-Pension Assets) 8
4. Governmental Relationships with Securities Dealers 9
5. Diversification of Municipal Investments 10
6. Maturities of Investments in a Portfolio 12
7. Debt Service Payment Settlement Procedures 14
8. Investment of Bond Proceeds (New) 15
9. Market Risk (Volatility) Ratings 16
10. Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools 17
11. Repurchase Agreements and Reverse Repurchase Agreements 18
12. Commercial Paper 20
13. Use of Mutual Funds by Local Governments 20
14. Use of Derivatives by Local Governments 21

B. Banking Services and Fraud Prevention

15. Contracting for Bank Services 22
16. Bank Account Fraud Protection 23
17. Use of Positive Pay or Reverse Positive Pay 25
18. Use of Lockbox Services 27

C. Technology and Cash Management

19. Electronic Transactions for State and Local Governments 29
20. Acceptance of Credit Cards 31
21. Purchasing Card Programs 32
22. Disaster Recovery and Business Continuity 33
23. Cybersecurity and System Integrity 34

D. Appendices

Appendix A: Glossary of Terms 35
Appendix B: Cash Management Websites 40
Appendix C: An Essentials Guide to Protecting Public Sector Deposits 43
Appendix D: Banking Services Request for Proposal Review Sheet 52

Foreword

The mission of the New York Government Finance Officers' Association (NYGFOA) is to enhance and promote the professional management of governmental resources by identifying, developing, and advancing financial strategies, policies, and practices for the public benefit. Our members are continually striving to find creative and efficient ways to make the most of the taxpayer dollars they are entrusted to manage. There are numerous times when we learn of an innovative "best practice" from a government finance professional and ask ourselves how best to share this with fellow colleagues. In an effort to better serve our members, and raise the caliber of government finance officers throughout the State of New York, we are proud to publish this updated revision (Fourth Edition) to our first best practices guide, A Best Practices Guide to Cash Management in New York State.

This booklet is a compilation of best practices on 23 public sector cash management topics. Since the original Guide was published in 2003, we have expanded the number of best practice topics and made updates to many of them. Due to the persistent changes in statutes, technologies, and the investing environment itself over the past decade, the Banking and Investment Management Committee, Co-Chaired by Christina Cooke-Withers (Executive Director of Finance and Taxation) and Carol Mark (Executive Director for JP Morgan Chase Bank), determined that now was an opportune time to update this publication and enhance its benefit for our members. This Guide draws from the contributions of Association members throughout the state.

This guide is meant to serve as just that—a guide to public sector cash management best practices in New York State. The best practices contained in this booklet were developed within the context of current State and Federal laws and regulations. The laws and regulations concerning public finance are wide ranging and at times very complex. The cash management tools used by a large city or county are not necessarily the same that would be available to (or if available, used by) towns, villages, and school districts. This guide is created to share what seasoned government finance peers have done, and actively do, to manage their cash most efficiently within the letter of the law.

The best practices illustrated in this guide are suggestions for the most effective use of cash management in your government. NYGFOA encourages all government finance professionals to consult with their legal counsel or the Office of the State Comptroller on the conformance of a particular cash management practice to changing laws and regulations.

The Board of Governors, the Executive Committee, the Banking and Investment Management Committee, and the NYGFOA staff who have worked on these best practices are to be commended for their hard work and dedication to this publication. If you utilize one best practice that makes your role as a finance officer more valuable to your government, we will consider this effort a success.

Maura K. Ryan, Executive Director
New York Government Finance Officers' Association, Inc.

NYGFOA Banking and Investment Management Committee (2022-23)

Christina Cooke *(Co-Chair)* | County of Suffolk

Carol Mark *(Co-Chair)* | JP Morgan Chase Bank

Tamara Branson | Town of Brookhaven

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Fred Shellard | NYGFOA Staff

DEPOSITS & INVESTMENTS

1. Collateralization of Public Deposits

BACKGROUND: New York State General Municipal Law (NYS GML) Section 10 requires that all public deposits in excess of amounts insured under provisions of the Federal Deposit Insurance Act be secured. Typically, depositories protect the uninsured portion of government deposits by pledging and segregating Treasury, federal government agency, or municipal securities.

Other means of collateralizing deposits include the issuance of a surety bond payable to the local government or an eligible or irrevocable letter of credit issued by a qualified bank. An eligible letter of credit is typically valued at 140 percent of the aggregate amount deposited with the bank while an irrevocable letter of credit (issued in favor of the local government by a Federal Home Loan Bank) is valued at a minimum of 100 percent of the aggregate amount deposited.

In 2005, NYS GML Section 10 was amended (Chapter 545, Laws of 2005) to expand what qualifies as pledged collateral by a custodial bank or trust company to include a pro-rata portion of a pool of eligible securities segregated from the general assets of the custodial bank or trust company. According to the Office of the State Comptroller (OSC) in an Advisory Bulletin issued in September 2005, "...local governments that choose to utilize the new pooling method must take the necessary steps to ensure that their security interests in the pooled collateral are proper and adequate". OSC has developed a model 'Security Custodial Agreement for Use with Collateral Pools' for municipalities to utilize which permit their bank or trust company to utilize this option to collateralize their deposits.

FDIC insurance coverage is currently limited to $250,000 for demand deposit accounts (e.g., checking accounts) and $250,000 for time, and savings and money market accounts (e.g., certificates of deposit and savings accounts) per public sector custodian per banking institution. Complete information from the FDIC regarding insurance levels for public sector deposits can be downloaded at www.fdic.gov/deposit/diguidebankers/government.html. The FDIC guide should be reviewed periodically

New York State statutes were amended in 2012 (Chapter 128, Laws of 2012) to permit banking institutions to offer FDIC Insurance Deposit Placement Programs for public sector depositors. Generally, municipal deposits at a bank which total over the FDIC insurance limits are shared through reciprocal agreements among participating banks to ensure the entire deposit is covered under FDIC insurance.

More information on protecting public funds can be found in the NYGFOA publication, *An Essentials Guide to Protecting Public Sector Deposits* found in Appendix C of this Guide.

BEST PRACTICES: The following are Best Practices recommended by NYGFOA pertaining to the securitization of deposits:

- Municipalities should review the creditworthiness of their depository financial institution(s) at least annually. In addition, municipalities should require the depository financial institution(s) to provide a copy of their annual reports. Factors to be reviewed in assessing a financial institution's strength include its Capital Ratio, Return on Assets (ROA), and Return on Equity (ROE).
- If you feel your governmental entity does not have the time or expertise to analyze a bank's financial statement, it is recommended you use an independent bank agency rating report. A commonly utilized resource for bank information is Bauer Financial (www.bauerfinancial.com). You can access a list of rating agencies from www.FDIC.gov. Most of these reports are inexpensive to obtain.
- Tri-Party Security and Custodial Agreements and Security Collateral Agreements for Use with a Collateral Pool should be reviewed carefully to ensure that the uninsured portion of any municipal deposits be collateralized at all times. Particular attention should be paid to how depositories process the substitution of collateral (in the case of segregated collateral) to ensure deposits are sufficiently collateralized at all times. Copies of sample Security and Custodial Agreements are available from the GFOA of the U.S. and Canada at www.gfoa.org, the Office of the State Comptroller, and NYGFOA. It is important to know what/if any investments are self-collateralized. These are not included in your calculation.
- Ensure that the written investment policy of your municipality contains clear and concise procedures for monitoring, controlling, depositing, and retaining investments and collateral. This is mandated in Section 39 of New York State General Municipal Law.
- Recommend an independent third-party custodian holds any collateral securities and that a detailed record of securities being held be sent directly to the municipality regularly and when substitutions are made. Note: Two-party collateral agreements are acceptable.
- Municipalities should conduct at minimum a monthly review of their collateral versus deposits for each depository institution with which they do business. This review should include preparation of a summary report which include the following:
    1. Total municipal balances by bank/trust company;
    2. Amount of balances covered by FDIC insurance per bank/trust company;
    3. Market value of collateral per bank/trust company;
    4. Par value of collateral per bank/trust company;
    5. Investment margin (if any) that is required by the municipality's investment policy; and
    6. Calculation of market value over/under total balances in both dollar and percentage terms.

2. Written Investment Policies for Local Governments

BACKGROUND: New York State General Municipal Law (Section 39) requires all counties, cities, towns, villages, school districts (including BOCES), and district corporations to adopt, by resolution, a comprehensive investment policy. This policy should detail the local government's operative policy as well as instructions to officers and staff regarding the investing, monitoring, and reporting of funds of the local government. In addition to including a list of legally permissible investments and deposit programs, written investment policies should include a specific list of acceptable collateral from banks to protect funds on deposit in excess of FDIC insurance coverage.

This policy should be reviewed by the municipality's governing board annually. Sample written investment policies from various municipalities throughout New York State are located in the Members Only section of the NYGFOA web site at www.nygfoa.org.

BEST PRACTICES: NYGFOA encourages its members to develop an investment policy using the "Model Investment Policy" found in the OSC Financial Management Guide, *Investing and Protecting Public Funds*. Such a policy should contain, at minimum, the following elements:

- Procedures for the monitoring, controlling, depositing, and retention of investments and collateral.
- Standards for security agreements and custodial agreements with banks or trust companies authorized to do business in the State of New York.
- A list of permitted types of authorized investments and acceptable collateral.
- Updates to approved changes in the list of authorized investments (e.g.; participation in investment programs such as FDIC insurance reciprocal deposit programs and investing in the bond anticipation notes (BANs) of New York State school districts) and additions or deletions to the list of acceptable collateral (especially due to the increasing acceptance of FHLB Letters of Credit as collateral).
- Standards for diversification of investments, including diversification with respect to type of investments and firms in which business is transacted.
- Standards for qualifications of investment agents in areas such as creditworthiness, experience capitalization, size, and any other factors that make a firm capable and qualified to transact business with the local government.

- Standards for written agreements pursuant to which investments are made.
- Procedures and provisions to secure the government's financial interest in investments.
- State Law requires all municipalities to have a written investment policy which should be reviewed annually. Including the written investment policy in the municipality's budget document is a way to ensure that the policy is reviewed and approved annually.

3. Selection of Investment Advisors (Non-Pension Assets)

BACKGROUND: The selection of an investment advisor by a government funds manager can be one of the most critical decisions a chief fiscal officer, treasurer, or other government finance official will make. Great care must be taken because although the investments may be recommended and executed by the advising firm, the responsibility for the safety and liquidity of governmental funds remains with the government official. Concerns are also raised when smaller municipalities, sometimes unable to afford sophisticated advisory services, make investment decisions without benefit of expert advice.

BEST PRACTICES: The following are Best Practices recommended by NYGFOA when selecting an investment advisor(s):

- The Chief Fiscal Officer or their designee should evaluate several investment advisory services through issuance of a Request for Proposal (RFP) at least every 5 years. Sample RFPs are available to NYGFOA members via the Members Only section of the NYGFOA web site (www.nygfoa.org).
- Specific criteria for selection of an investment advisory service should also be contained in a municipality's investment policy. A sample Investment Policy template is found in the New York State Office of the Comptroller's Financial Management Guide when building their Municipal Investment Policy.
- Ask other localities for recommendations and references on the investment advisory firm(s) they are using.
- Periodically review, monitor, and evaluate your municipality's relationship with the investment advisor(s). This process can be just as important as the due diligence performed during the initial selection process.
- When hiring an investment advisor, the municipality should determine the level of authority

to grant the advisor. Advisory services will differ in the level of authority granted the advisor and in the level of involvement the municipality maintains in the investment process.

4. Governmental Relationships with Securities Dealers

BACKGROUND: State and local governments are expected to manage public funds wisely. Besides prudent investing, the choice of bank, trust company, primary dealers and/or custodian is important in protecting funds. The Federal Reserve Bank of New York (the Fed) designates primary dealers in government securities. Because the monetary authorities must be sure their trading partners are financially sound, many governments rely exclusively on the list of primary dealers provided by the Fed.

BEST PRACTICES: The following are recommended Best Practices suggested by members of NYGFOA and the GFOA of the U.S. and Canada when working with securities dealers:

- Review monthly the list of primary security dealers sanctioned by the Fed at www.newyorkfed.org/markets/primarydealers.html. The drop down list on the left hand side of the Fed's web page opens up to offer Statistical Releases, Operating Policy, the current List of Primary Dealers and Primary Dealer Surveys. *Note:* The listing of primary dealers does change which makes frequent verification necessary in order to adhere to an investment policy that limits trading to primary dealers.
- If not dealing with primary dealers, require securities dealers conducting transactions with governmental entities to comply with the Fed's capital adequacy guidelines as a condition of doing business (see www.federalreserve.gov/regulations/default.htm#capital for Fed requirements). Adequate security protects local governments (to the greatest extent possible) from suffering losses in the event of a bank or trust company failure or other conditions resulting in an inability to access public funds in these situations.
- Purchase/sell securities from the dealer offering the most optimal bid. NYGFOA members suggest receiving rate quotations from a minimum of 3 to 4 qualifying securities dealers whenever possible. Note: There are options available where U.S. Treasuries can be purchased without a hard charge/fee.
- NYGFOA recommends a third-party custodian should hold securities purchased. Section 10 of the New York State General Municipal Law requires all securities pledged to secure deposits be held pursuant to a written security and custodial agreement. Use of an unaffiliated third-

party custodian may help ensure that collateral will be available for immediate liquidation in the event of the depository's insolvency.

- Secure acknowledgment from securities dealers that they have received written copies of the government entity's investment policies, portfolio risk constraints, and investment trading requirements. Local governments should consider providing for a margin requirement in their agreements. This can serve as a hedge against price fluctuation.
- Speak with peers in other governmental units about the dealer(s) they use and their experiences with them.
- Review the publication, Investing and Protecting Public Funds published by the Office of the State Comptroller.
- The Securities Exchange Act of 1934 (Exchange Act or Act) governs the way in which the nation's securities markets and its brokers and dealers operate. The Act contains special provisions relating to brokerage and dealing activities of banks. Please see Act Sections 3(a) (4) (B) and 3(a) (5) (C) and related provisions as well as consult with counsel. Aspects of bank dealer activity are discussed in a publication issued by the SEC's Division of Trading and Markets, entitled Staff Compliance Guide to Banks on Dealer Statutory Exceptions and Rules which is available on SEC's web site at https://www.sec.gov/divisions/marketreg/bankdealerguide.htm.
- Local governments should be primarily concerned that all financial institutions they do business with are creditworthy. The most recent Consolidated Report of Condition (call report) can be downloaded at https://cdr.ffiec.gov/public/ManageFacsimiles.aspx. Credit rating agencies are another source for this information.

5. Diversification of Municipal Investments

BACKGROUND: Municipalities in New York State are charged with the prudent management of the funds to which they are entrusted. While there are a limited number of investment options available, local governments should not ignore the prudence of diversifying investments. Keeping a delicate balance between safety, liquidity, and yield is also a constant challenge for many government finance officials.

New York State General Municipal Law (Sections 10 and 11) specifically list the types of obligations in which a municipality can invest. Section 10 of New York State GML relates to

bank accounts while Section 11 relates specifically to investments. Section 10 GML obligations include bank accounts (checking, savings, money markets, and Certificates of Deposit) while Section 11 GML obligations include bonds, notes or other such forms of indebtedness issued by the United States Government (not federal agencies), the State of New York and the short-term debt of certain local governments. (*Note:* Local governments in New York cannot invest in the short-term debt of other New York State local governments (typically tax anticipation notes (TANs) and revenue anticipation notes (RANs) without the approval of the Office of the State Comptroller.)

Local governments in New York State are also permitted to invest in what are known as cooperative investment pools. These pools may invest only in securities otherwise allowed to individual governments and are similar to money market mutual funds in that they have as their investment objectives maintaining a "constant" Net Asset Value (NAV) of $1.00 per share and providing liquidity to the investor.

New York State, New York City, and most recently counties (Chapter 255, Laws of 2021) are permitted to invest in no load money market mutual funds guaranteed by the United States or are obligations of agencies or instruments of the U.S. where payment of principal and interest are guaranteed by the U.S.. Further, these securities must be rated in one of the two highest rating category by at least one nationally recognized statistical rating organization. No more than $250 million may be invested in no-load money market mutual funds.

Also, New York City, counties, and a select number of public authorities are permitted to invest in interest rate swaps (for debt issuances) repurchase and reverse repurchase agreements, bankers acceptances and commercial paper. (*Note:* Local governments in New York State are not authorized to invest in mutual funds.)

BEST PRACTICES: The following are Best Practices recommended by NYGFOA regarding diversification of investments:

- To maximize investment options, a municipality must have accurate short- term and long-term cash flow projections. Although there is good cash management software on the market to aid in developing cash flow projections, you can create good forecasts using an Excel spreadsheet. Using such a spreadsheet may be particularly attractive to smaller government entities.
- While the governing board has the authority to delegate investment responsibilities to the chief fiscal officer or other officer(s) having custody of moneys, a local government is not precluded from contracting for the services of experts to assist in making investment decisions. However, the government official designated with investment responsibility retains the ultimate responsibility over investment decisions.

- Municipalities should use the Investment Policy template found in the New York State Office of the Comptroller's Financial Management Guide (Investing and Protecting Public Funds) when building their Municipal Investment Policy.
- A Municipal Investment Policy should be reviewed on an annual basis.
- Develop a monthly schedule of investments which includes information on funds deposited by financial institution, type of investment(s), balances, term, interest rate and weighted average maturities.
- Numerous municipalities, in addition to a Municipal Investment Policy and Monthly Investment Report, also develop an Annual Investment Report that provides information on designated depositories, number and types of accounts held at the depositories, and the deposit limit at each depository.
- Investments should be diversified not only by type but also by term. Investments should be a combination of short (to one year), medium (1 to 3 years), and long term (3 years or more).
- When investing in a cooperative investment pool, the pool's eligible list of securities should be reviewed to determine compliance with the municipality's investment policy.
- Before investing in an investment pool, the pool's investment objectives, legal structure, and operating procedures should be fully understood. The pool's offering statement, investment policy, and audited financial statements are good resources to obtain this information. Legal review of the investment pool agreement is encouraged.
- Investments should be diversified not only by investment type but also among banks.

6. Maturities of Investments in a Portfolio

BACKGROUND: An important part of ensuring safety and liquidity in the investment of government funds is diversification of investment maturities (the date on which payment of a financial obligation is due). Although longer-term maturities for bonds and certificates of deposit typically carry higher yields, they also carry higher interest rate and market risks. In accordance with the Governmental Accounting Standards Board (GASB), government investment portfolios should show unrealized losses or gains for any reporting period

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when working with investment maturities:

- Prior to the development of an investment policy, the local government should consider the specific purposes and specific uses for funds being invested. For example, a pool of funds may be continually preserved to provide immediate liquidity for ongoing operational expenses while other pools of funds are reserved for future capital projects.
- A clear and explicit statement of each investment purpose can assist in identifying the local government's risk profile and align risk and return expectations with the specific purposes for the invested funds. The purposes for which investments are held will define limits on the maturity profile, provide guidance to the liquidity requirements and also provide direction to the selection of appropriate investment instruments.
- Review your government's Written Investment Policy regarding limits on maximum maturities of investments and the amounts invested for any particular maturity. The GFOA of U.S. and Canada recommends that no single investment should have a maturity exceeding five (5) years from date of purchase. Reserve or other funds with longer-term investment horizons may be invested in securities exceeding five years if the maturities of the investments are made to coincide as close as possible with the expected use of the funds. (Note: If investment yield curves in the market are inverted, shorter term investment rates may be higher than longer term rates.)
- Structure the investment portfolio to provide sufficient liquidity by continuously investing a portion of the funds not needed immediately in interest-earning liquid accounts such as money market savings accounts.
- Develop short-term cash flow projections and update them regularly in order to determine what dollars need to remain liquid to meet disbursement obligations within a six (6) month period, as well as what dollar amount is available for longer-term investing to the maximum maturity as stated in the investment policy.
- Periodically review savings (and checking) accounts to ensure that any interest being earned is in line with the existing rate environment.
- Governments should adopt weighted average maturity limitations (often ranging from 90 days to three (3) years) consistent with the government's investment objectives.
- Understand that an investment may not earn the stated rate if it is sold prior to maturity (e.g.; U.S. Treasuries and certificates of deposit). Local governments should abide by the Prudent Person Rule and seek out only those investment options and strategies suitable to their circumstances along with an adequate and reasonable basis for any investment decision made. If the yield on any investment appears to be inconsistent with the current market,

check to ensure the investment option if legally permitted and that the financial institution offering the option is authorized to do business with local governments in New York State. Consider various investment strategies such as 'laddering' investments (e.g.; certificates of deposit) when in a rising interest rate environment.

7. Debt Service Payment Settlement Procedures

BACKGROUND: Financial markets, especially securities markets, are continually working to become more efficient regarding the movement of cash and securities. Numerous recommendations have been made to modify the date, timing, and types of funds paid to depositories in the securities settlement system from "next-day" funds to a "same-day" funds system. The purpose for these changes are to standardize payments, reduce risk, improve efficiency, and reduce costs involved in securities settlement and to coordinate with changes in daylight overdraft and settlement procedures mandated by the Federal Reserve.

A "same-day" settlement system ensures that funds are not idle and are optimally used for their set purpose at all times.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA and the GFOA of the U.S. and Canada:

- All new issues should be depository-eligible and principal and interest should be paid in same-day funds on the payment date.
- Payments of principal and interest on existing issues should be made to depositories in same-day funds on the payment date. Note that principal and interest payments are sent to different places.
- Each depository should pay bondholders in same-day funds on payment date.
- Issuers and their paying agents should enter into discussions to assure that funds are made available early on payment date for paying agents to pass on to depositories.
- Issuers should appoint a staff person to be responsible for keeping the organization informed about changes in the payments system and to coordinate implementation of this process. This staff person can also be the point person to communicate with paying agents and other involved parties.

- Create and maintain a schedule for principal and interest payments as well as deadlines to send payment wires and the compatibility of wiring software with the parties to where the payment is being sent.
- Issuers should request system specifications from the depository and additional questions about these procedures should be addressed to the depository.
- There are separate wiring instructions from the Depository Trust Company (DTC) for interest and principal payments. Over the past decade, the DTC has become more proactive in notifying paying agents of the principal and interest payments owed.

8. Investment of Bond Proceeds

BACKGROUND: When local governments in New York issue bonds, they deposit the proceeds into a Special Account for Deposit and Use of Proceeds of Certain Obligations (NYS Local Finance Law, Section 165.00). These funds, which in most cases cannot be commingled with other funds, can be invested until needed. Investment of these funds is restricted to the investments permitted under NYS General Municipal Law Section 11 and the municipality's investment policy.

The challenge to investing bond proceeds is being careful to coordinate the timing of the investment of funds with the need to utilize the funds. Also, government finance officers need to be sensitive to the yield earned on the investment of bond proceeds. If the yield earned on the investment of bond proceeds exceeds the interest being paid on the debt by a certain amount (as determined by Federal tax law) a municipality may become subject to arbitrage rebate. The Internal Revenue Service has published a guide (Publication 4079—Tax-Exempt Government Bonds Compliance Guide) which provides an overview for state and local governments of the key rules under the Federal tax law that generally apply to government bonds. The guide includes a section on arbitrage yield restrictions and rebate requirements.

BEST PRACTICES: The following are Best Practices recommendations by NYGFOA regarding investment of bond proceeds:

- Work with your financial advisor, bond counsel, and/or bond underwriter to determine how bond proceeds should be invested given expectations for the drawdown of the proceeds, federal tax law requirements (arbitrage rebate issues), or other concerns.
- Work with an arbitrage rebate consultant when working with large amounts of borrowed funds. Include a section in the municipal investment policy which pertains to the investment of bond proceeds.

- Maintain a record of the spend-down of bond proceeds by project.
- Keep a separate record for the investment of bond proceeds to comply with arbitrage rebate requirements.
- Bond proceeds cannot be commingled (in most cases) with other funds and may only be expended for the object or purpose for which the obligations were issued (including the interest earned on the investment of the funds).

9. Market Risk (Volatility) Ratings

BACKGROUND: Investment options for government funds carry several types of risk. They include market, interest rate, liquidity, credit, prepayment, and currency risks. Even though a potential investment may have a AAA rating, it may carry an unacceptable amount of market risk. For example, a bond sold prior to maturity may result in a capital gain or loss depending on the market for the instrument.

The GFOA of the US and Canada encourages state and local governments to augment information they receive from brokers, dealers, or advisors with independent research when conducting due diligence when investing in mortgage-backed securities (MBS).

Bloomberg now provides market risk ratings that evaluate the volatility of a MBS under a wide range of potential interest rate and mortgage prepayment scenarios. Keep in mind that the only MBS/Collateralized Mortgage Obligations (CMO) allowable in New York State are those from the Government National Mortgage Association (Ginnie Mae or GNRs).

BEST PRACTICES: The following are Best Practices from NYGFOA regarding market risk and market risk ratings:

- U.S. Treasuries do not have market risk ratings. While market risk is not a factor if an investment is held to maturity, it can present problems when marking the security to market and explaining a market loss to the governing body. Care should be taken not to confuse market risk evaluation with market risk ratings.
- If a NYS municipality chooses to invest in GNRs, purchases should be limited to securities that pass the Federal Financial Institutions Examinations Council (FFIEC) risk tests. Also, since GNRs pay back principal on an uncertain schedule (due to pre-payments), short-term funds should not be invested in GNRs.

- Municipal Investment Policies should address the maximum level of risk acceptable for investments in their portfolio. Not all investments have market risk ratings (such as mortgage-backed securities). Investments without risk ratings should be evaluated by other pertinent criteria.
- Investments in a municipal portfolio should be diversified to mitigate overall volatility. However, be mindful that only GNRs backed by the U.S. Government (like U.S. Treasuries that have no market) and favorably rated GNRs should be in the portfolio.
- Always value safety over yield. Do not invest in investment vehicles you do not thoroughly understand.
- Whenever possible, consult more than one rating agency when evaluating the market risk of a particular investment.

10. Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools

BACKGROUND: Monitoring the value of a government's investment portfolio should be done regularly. Rapid fluctuations in value can have a significant impact on budgeting for current and future needs. Regular disclosure of the value of a governmental entity's investments is vital to ensure taxpayer and market confidence in government investment practices. This also applies to government investment pool administrators which regularly determine the market value of the securities in the pool and convey this information to all pool participants.

The Governmental Accounting Standards Board (GASB) in GASB Statement 31 (Accounting and Financial Reporting for Certain Investments and for External Investment Pools) recognizes the need to report investments at fair value at fiscal year-end.

Section 39 of the New York State General Municipal Law governs the creation of investment policies for local governments. The law also requires that these policies include procedures for the monitoring, control, deposit, and retention of municipal investments.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when marking investments to market:

- Government officials responsible for investment portfolio reporting should determine the market value of all securities in the investment portfolio on at least a monthly basis. These values should be obtained from a reputable, independent source and disclosed in a written report. The report should include the market value, book value, and unrealized gain or loss of the securities in the portfolio.
- Government officials should request periodic information from the investment pool administrator (if one is being used) on the value of investments in the pool on at least a quarterly basis.

11. Repurchase Agreements and Reverse Repurchase Agreements

BACKGROUND (REPOS): Local governments in New York State, if permitted in their Written Investment Policy, sometimes enter into repurchase (repo) agreements to invest funds on a short-term basis. "Repo" is a term for an agreement in which a government entity transfers cash to a broker-dealer or financial institution. In return, the broker-dealer or financial institution transfers securities to the entity and promises to repay the cash plus interest in exchange for the same securities. The securities are held by a custodial bank that must be a member of the Federal Reserve or maintain accounts with member banks.

Local governments are not specifically authorized to enter into repos, and therefore may only do so as they are empowered to buy and sell securities (only those securities authorized under Section 11 of the New York State General Municipal Law). It is critical that any repurchase agreement be structured as a "purchase and sale" of securities over a set period of time (overnight to 30 days) and not as a secured loan. Local governments in New York State are not permitted to make loans.

Repos are advantageous short-term investments for government entities with relatively large sums of cash to invest. Smaller government entities (budgets under $1 million) are encouraged to use other cash management tools (such as time deposits and certificates of deposit) to generate investment income.

BACKGROUND (REVERSE REPOS): A reverse repurchase agreement is where a broker-dealer or financial institution transfers cash to a government entity. The entity transfers securities to the broker-dealer or financial institution and promises to repay the cash plus interest in exchange for the same securities. *Reverse repurchase agreements by local governments are not permitted in New York State.* This is because such an arrangement is, in essence, a secured loan from the local government to the bank or trust company, which is not permitted in New York.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA regarding repos and reverse repos:

- Repurchase agreements should not be entered into without a written Master Repurchase Agreement that outlines the basic responsibilities and liabilities of both buyer and seller.
- Agreements should be no longer than 30 days. They can be as short as overnight.
- New York State local governments should take care that its REPOs and the documents relating to it reflect a purchase and sale of securities and not a collateralized loan.
- It is strongly recommended that local governments entering into REPOs not permit the substitution of other securities during the term of the REPO. The type of securities that can be used by local governments for investments is restricted and listed under Section 11 of New York State General Municipal Law.
- Master Repurchase Agreements should only be entered into after careful legal and technical review.
- Special care should be taken in selecting and evaluating the creditworthiness of parties with whom you will conduct repurchase transactions. It is recommended that securities (unless registered or inscribed in the name of the local government) be purchased through banks or trust companies authorized to do business in New York State. Any custodial bank should be a member of the Federal Reserve Bank or maintain accounts with member banks.
- Make sure the security interest is perfected. To perfect the security interest, the secured party or its custodian must take possession of the securities.

12. Commercial Paper

BACKGROUND: Commercial paper is a short-term, unsecured promissory note issued by corporations for working capital, for general cash flow, and for financing receivables. In New York State the State, the City of New York, counties and certain public authorities are permitted to invest in high grade commercial paper.

Section 11 of the NYS General Municipal Law states that eligible commercial paper are obligations of any corporation organized under the laws of any state in the United States maturing within two hundred seventy days, provided that the obligations receive the highest rating of two independent rating services designated by the State Comptroller, and that the issuer of the obligations has maintained those ratings on similar obligations during the preceding six months. Also, no more than $250 million can be invested in qualifying obligations of any one corporation.

BEST PRACTICES: The following are best practice recommendations for the use of commercial paper in an investment portfolio:

- Finance officers should be aware that as an unsecured debt issued by companies, commercial paper carries a level of default risk (no matter how small for highly-rated paper) as compared to U.S. Treasury or U.S. government agency or instrumentality debt.
- Only consider investing in commercial paper as a short-term investment for funds not immediately required, and to provide diversification and competitive rates of return.
- When purchasing commercial paper, use a buy and hold until maturity strategy to mitigate market risk.
- Maintain information on each commercial paper issue in the investment portfolio
- Monitor ratings and ratings outlook on commercial paper invested in on a frequent basis.
- Establish a short pre-approved list of commercial paper programs that investment staff is limited to purchasing, which is monitored frequently.
- Restrict investments in sectors or industries experiencing turmoil, volatility or changes such as major regulatory or technological changes.

13. Investment in Mutual Funds by the State and Local Governments

BACKGROUND: Section 11 of New York State General Municipal Law specifically states the types of obligations in which a local government may invest. Mutual funds (with the limited exception of federal money market mutual funds), which typically are pooled investments of stocks, bonds, or other securities which fluctuate in value (net asset value per share) daily, are not a permitted investment. There is a limited exception for New York State, New York City and counties to invest in federal no-load money market funds (up to $250 million). Investments in mutual funds are not secured or guaranteed by the Federal, State, or local government.

BEST PRACTICES: The following recommendations were compiled by NYGFOA and the GFOA of the U.S. and Canada:

- Research all applicable federal, state, and local laws and regulations to become familiar with required parameters that may have been established regarding any investment option.
- Conduct a thorough cash flow analysis to identify short and long-term liquidity needs before investing in federal no-load money market funds.
- If permissible to invest in federal non-load money market funds, ensure that the entity's Written Investment Policy is amended to permit this investment and how much can be held in this vehicle at one time.

14. Use of Derivatives by Local Governments

BACKGROUND: Derivative products are defined as financial instruments created from or whose value depends on (is derived from) the value of one or more underlying assets or indexes of asset values. Derivatives include instruments or features such as collateralized mortgage obligations (CMOs), forwards, futures, currency and interest rate swaps, options, floaters/inverse floaters, and caps/floors/collars.

Most derivative products are very complex and, if not fully understood, can result in significant financial risk.

Local governments in New York State (with the exception of certain New York State, New York City and public authority debt) are not permitted to use derivatives in their cash management practices.

BEST PRACTICES: NYGFOA neither advocates nor encourages the use of any derivative product for government cash management. NYGFOA encourages public finance officers to consult their financial institution(s), financial advisory service(s), NYGFOA staff, the Office of the New York State Comptroller, and government finance peers for ways to maximize earnings through prudent cash management. If the terms of any investment or debt instrument are difficult to understand, seek expert assistance or do not utilize the instrument.

BANKING SERVICES & FRAUD PREVENTION

15. Contracting for Bank Services

BACKGROUND: New York State General Municipal Law (Section 10) requires that the governing board of each local government designate one or more banks or trust companies for the deposit of public funds (specifically operating accounts—this does not pertain to Certificates of Deposit or Time Deposits). Local governments in New York cannot choose a savings bank, savings and loan institution (S&Ls), or a credit union as a depository. This is because savings banks, S&Ls, and credit unions are not defined as a "bank" or "trust company" under New York State Banking Law.

Changes in technology, cash management practices, and banking industry structure have dramatically altered how banking services are provided to the public sector. These changes also make it increasingly important that local governments look at several financial service providers when deciding which bank(s) or trust company(s) will hold their funds. Costs of providing these services also vary according to the municipality's needs.

NYGFOA has published a *Banking Services Request for Proposal Review Sheet* which can be found in Appendix D of this Guide.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when contracting for bank services:

- Develop a Request for Proposal (RFP) for competitive bidding on bank services for distribution to qualifying banks in the area of service (county, city, town, etc.) every 5 years The RFP should be comprehensive with current banking usage quantified (number of checks presented, items deposited, stop payments requested on a monthly basis, etc.) and any special needs (such as delivery services) clearly stated. Any RFP should also include room for bidding depositories to incorporate their pricing structure and credit worthiness ratings.
- Consider if the RFP should be prepared using a "bundled" (all financial products and services) vs. "unbundled" (only select financial products and services) approach.
- Choose a bank or trust company based on the type and level of service offered which meets the government's needs, not solely on price. Municipalities pay for banking services through hard charges (direct service charges) or soft charges (earnings credit on the government's compensating balances used to offset fees). Most banking service contracts contain a combination of compensating balances and fees. Perform an analysis to determine the most cost efficient option for the municipality.
- Periodically initiate competitive-bidding and negotiation processes for major banking services. NYGFOA members recommend using this process every 5 years.
- There should be a written banking services agreement between each bank and the municipality detailing all services and associated fees.
- Understand how the bank(s) are compensated for their services.
- More competitively priced banking services are likely to result if the municipality works with more than one bank. This may not be feasible for smaller government units, which should instead initiate competitive bidding on a periodic basis.
- The designating depository resolution should be passed by the governing body on an annual basis, and amended as necessary to reflect newly added financial institutions and any name changes due to mergers and/or acquisitions.
- Responses by finance officers to banking services RFP proposals and bid information should be kept proprietary.
- Any questions from a bidder, as well as answers provided by the government entity to the bidder, pertaining to the banking services RFP should be shared with all bidders.

16. Bank Account Fraud Protection

BACKGROUND: Bank account fraud in recent years has moved beyond the use of fraudulent and stolen checks. Newer forms of fraud have developed that take advantage of technological progress. These include unauthorized Automated Clearing House (ACH) drafts, multiple electronic deposits of the same check, and electronic intra-bank transfers. Even in the area of check fraud, recent technological advances in computer hardware, software, scanners, Magnetic Ink Character Recognition (MICR) equipped printers, and high-tech photocopiers make it increasingly possible to produce fraudulent checks.

Revisions to the Uniform Commercial Code (UCC) are shifting liability for fraudulent items to government and corporate account holders, particularly if reasonable steps have not been taken to protect against losses. For example, banks are no longer required to review deposited checks for proper endorsement, verification of dual signatures on checks over a certain dollar amount, or stale dates. Account holders can also be held accountable if there are insufficient internal controls and procedures in place to prevent bank account fraud.

BEST PRACTICES: The following are recommended Best Practices on preventing bank account fraud from NYS GFOA:

- Do not solely rely on check stock with security features such as watermarks, "void" pantograph, unique colors, and graphical designs to prevent fraud. Increasing use of remote deposit capture (electronic scanning of deposits) and image transfer technology are making physical protections obsolete. However, do test check stock periodically to ensure security features are valid.
- Secure check stock daily in a locked environment (including electronically scanned checks). Restrict access to check printing supplies and apparatus with appropriate security over signature plates, cards and software. Remove continuous forms from the printer and lock up the printer when not in use. Consider periodic and/or surprise audits of the check printing process and review procedures annually.
- Update signature cards and online banking profiles whenever there is a change in staff.
- Reconcile bank statements promptly and notify the bank on a timely basis of any discrepancies. Typically any discrepancies need to be brought to the bank within 60 days of receipt of statement to preserve certain legal rights.
- Require two signatures on checks over a specified amount. Most (if not all) banks no longer verify the two signature requirement. However, this is an effective internal control procedure which can be implemented by the municipality.

- Ensure proper segregation of duties regarding initiating, authorizing, preparing, signing and mailing checks and reconciling statements.
- Designate all depository accounts to reject any and all withdrawals other than intra-bank transfers.
- Provide physical security of returned checks as well as check copies or digital images.
- Place ACH debit blocks and/or ACH debit filters for all unauthorized transactions on accounts and review all ACH blocks annually. Consider only allowing specific company IDs for ACH debits.
- Use "Post No Checks" flags on accounts that only have electronic transactions.
- Utilize email alerts for notification of account activity.
- Do not assume that all liability for bank account fraud falls on the financial institution.
- Consider assigning a dedicated computer for online banking that does not share email and other web activity.
- For online banking, make use of specific functionality by user and/or limiting access and capabilities per transaction or per day limits on users.
- If practicable, have dual approval on electronic transactions.
- Institute a policy of required password changes at specified frequency intervals and physical security of passwords and tokens.
- Report suspicious emails and screen appearances to the bank immediately. If an employee makes an honest mistake in an account debit or wire transfer, report it to the bank.
- Consider the usage of Universal Payments Identification Codes (UPIC) for all disbursement accounts. This protects bank accounts from identification from outside sources.
- Ask your financial institution if they utilize multi-factor identification for users of on-line banking services.
- Promote use of electronic transactions, purchasing cards, and positive or reverse positive pay.
- Review bank accounts online each day.
- Be aware of small dollar debits from bank accounts as they could be tests by hackers accessing the account(s).
- Negotiate with bank(s) about instituting a verification process for wires and ACH transfers.
- Talk to the bank(s) about the latest cyber fraud techniques and what they look like.
- Pay attention to payment notifications to determine if they are authorized and accurate.

17. Use of Positive Pay

BACKGROUND: For decades, check fraud and forgery have plagued the financial industry. Now, with the increased availability of sophisticated personal computers and printing equipment, check fraud has taken on a new look and is generally acknowledged as today's most common financial crime. One cash management tool developed to assist in limiting this crime and its negative effect on your cash flow, are positive pay programs. These processes entail a daily reconcilement of an issuer's checks to checks presented for payment to the issuer's bank to identify potentially fraudulent checks.

Positive pay is a cash management service that helps to combat check fraud by having the municipality's bank match check information against a list of issued checks information provided by the municipality. The intent is to identify potentially fraudulent items prior to being paid, cutting down on losses to both the municipality and the bank.

There are variations on positive pay services. One is Positive Pay Payee Verification. For Payee Verification, a municipality provides the bank with payee names in their check issue file transmission. While positive pay matches MICR information of a presented check to the issue file, payee verification takes the additional step of validating that the payee name matches the issue file payee information. An item review digitally interrogates the payee name and also checks for alterations or additions above, below, or the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors and then are sent to the municipality in the daily positive pay exception report for its review and decision.

Teller Line Positive Pay is another form of this service. Typically within one hour of receipt of the municipality's issue file by a bank, an update is provided to the teller line systems. When a check is presented for payment at a teller window, the teller system determines the validity of the check issue prior to payment. Items not found as matching open entries on the issue file will not be paid to the presenter of the check.

Another variation on this service is Reverse Positive Pay. In a reverse positive pay system, the government entity maintains the list of issued checks and the bank sends a list of checks that have been submitted for payment. The government compares the information from the checks at the bank to the list it maintains.. If a check is good, the government gives approval to the bank to pay. If corrections must be made, the government entity handles the changes. If a bad check is presented to the bank, it is not paid and the government is not defrauded.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when contracting for positive pay services:

- Negotiate positive pay services into your banking services Request for Proposals (RFPs) and contracts.
- Consider some version of positive pay services on all check writing accounts.
- Positive pay programs can be customized to meet a municipality's needs. Varying levels of service are provided for municipality's who purchase full account reconciliation services vs. partial account reconciliation services from their financial institution.
- Ensure timely and complete file transmission to the bank to avoid unnecessary exceptions. The check information on file should include account number, check number, check date, dollar amount, payee and status (issued/void).
- Implement positive pay on all disbursement accounts and reconcile daily. Conform to the daily deadline set by the bank for determining decisions on exception items.
- Instruct your bank to return all non-conforming positive pay items. Set default to 'return.'
- Municipalities which utilize positive pay should work with their bank to make arrangements for days when the bank is open and the municipality is closed. If the municipality does not wish to have standardized items returned, one suggestion is to put the standardized items in writing and provide it to the bank for these situations. Another option is to provide the name and phone number of an approved contact person from the municipality the bank can call for approval of items to be paid.
- Differentiate between staff approving positive pay exceptions and staff that initially prepare the checks.
- Periodically review the history of online decisions by an individual not involved in the daily exception and decision responsibility.
- Review the positive pay features provided by your bank. Some may offer an added feature called "Payee Positive Pay" which can provide an additional level of security for teller transactions when the check being presented for encashment is issued by the same bank. For example, if a teller is presented with a check drawn on that bank, the teller will be linked to a positive pay data base whereby the system automatically performs a cross-reference of the data and the check being presented (including payee data).
- Have a clear, written understanding of the depository bank's policy on check fraud and liability for loss.
- Familiarize yourself with the Uniform Commercial Code (UCC) regarding issuer and bank responsibilities pertaining to check clearing, check protests, stop payments, etc.

- Utilize positive pay on high volume/high transaction activity accounts.

- A designated person in the government should have remote access and/or mobile applications to approve or reject presented items on days when the government entity is closed but the financial institution is open (or vice-versa).

18. Use of Lockbox Services

BACKGROUND: Lockbox services are designed to expedite the collection of paper-based payments and provide timely payment information to update accounts receivable records. Lockbox services are typically provided by a bank that receives, opens, and processes payments for a government entity or business. There are two basic types of lockbox services: wholesale (used for high dollar, low volume payments) and retail (used for high volume, low dollar payments such as taxes, utilities, licenses, and fees). The high volume, low dollar payments are accompanied by standardized remittance documents.

Lockbox collection can reduce collection float, thereby increasing the volume of funds available for investment purposes. A lockbox can also reduce personnel costs, provide an efficient means of reconciliation, and eliminate duplicative administrative work. Lockbox services are very customizable. They range from fully electronic to full manual processing.

BEST PRACTICES: The following are recommended Best Practices provided by members of NYGFOA:

- Develop a Request for Proposal (RFP) for competitive bidding on lockbox services for distribution to qualifying banks in the area of service (county, city, town, etc.). The RFP should be comprehensive with specifics on existing workflow from receiving mail to depositing payments and posting receivables.
- Provide all pertinent information to the bidding banks including any average balance information for the lockbox account.
- Choose a lockbox service provider based on the type and level of service offered which meets your needs, not solely on price. Lockbox services could be negotiated as part of a larger RFP for banking services.

- Understand that lockbox processing has certain technical requirements. Remittance documents must meet the processor's specifications including, but not limited to, documents having optical character recognition (OCR) scan lines, form size, character placement, inclusion of a check digit, ink type, and paper quality.
- When evaluating lockbox services, local governments should have an ideas of what their requirements may be and also consider the following:
    - an analysis of the existing workflow from receiving mail to depositing payments and posting receivables;
    - volume of transactions;
    - staffing requirements;
    - time necessary to complete;
    - expected float savings from using a lockbox;
    - security of the process;
    - employee accuracy;
    - enhanced customer service;
    - ability to upload information electronically to your system;
    - capital requirements (if any); and
    - lockbox service charges.
- When evaluating RFPs on lockbox services, keep in mind that lockbox processing can be done anywhere. The processing does not necessarily need to be local.
- Lockbox agreements should be in writing and reviewed periodically.

TECHNOLOGY & CASH MANAGEMENT

19. Electronic Transactions for State and Local Governments

BACKGROUND: State and local governments are always looking for more optimal ways to process payroll, program, vendor, and other government payments. Paper processing, which was the prevalent technology of payment processing for decades, has become more costly and time-consuming. To cut costs, and speed processing, many governments have moved to the use of various electronic programs to move funds.

The most well-known electronic processor is the Automated Clearing House or ACH system. ACH is a secure payment transfer system that connects all U.S. financial institutions. The ACH network acts as the central clearing facility for Electronic Fund Transfer (EFT) transactions that occur nationwide. Financial institutions transmit or receive ACH entries through ACH operators such as the American Clearing House Association, the Federal Reserve, the Electronic Payments Network, and Visa.

Section 5-a of the New York State General Municipal Law expressly authorizes local governments to use electronic or wire transfers. This is permitted provided that the governing board of the local government has entered into a written agreement with the bank or trust company in which the funds are deposited. Confirmation (written or electronic) must be provided to the local government from the bank or trust company no later than the business day following the day on which the funds were transmitted. Local governments are also required to adopt a system of internal controls for the documentation and reporting of all electronic or wire transfers or disbursements.

Technology continues to evolve regarding electronic transactions. Products such as image depositing (where checks can be scanned for deposit from the point of sale) and the option of paying employees with pre-loaded payroll cards continue to change the daily operations of government.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA regarding electronic transactions:

- Perform an analysis of the costs and benefits of using electronic transfers over more traditional payment processing systems. Factors to consider are bank fees, supply costs, administrative and processing costs, mail fees, and any impact on funds availability and interest earnings.
- Review any written agreement for electronic transactions with a financial institution for compliance with UCC 4-A.
- Set up callback procedures to verify transactions over a specified threshold.
- Set transaction limits and daily wire limits per account .
- Establish controls against unauthorized transactions.
- Determine if the use of home computers and personal laptops should be used to conduct banking transactions and if so have the IT department involved in ensuring the security of the equipment.
- Create sound internal controls addressing access to the system, confidentiality of data, integrity of data, and other information security issues.
- Institute a system of dual control for approval of electronic funds transfers.
- Designate all depository accounts to reject any and all withdrawals other than intra-bank transfers. Disbursement accounts should never be depository accounts!
- Utilize debit block filters that will allow for authorized transactions only and default reject anything else (unauthorized transactions). Additionally, a municipality can inform a bank that they wish to receive notification when an unauthorized attempt to pass an ACH withdrawal has been made against an account.
- If an unauthorized ACH debit is detected on an account, notify the bank immediately!
- Consider ACH debits from customer accounts for items such as property tax installments (where permitted) and insurance premiums for retirees. This can eliminate bad checks and the cost of processing and depositing paper checks. Note: The customer should authorize, in writing, any debits to their personal account(s).
- Provide for the physical security of electronically deposited checks including storage in a secure facility, timely destruction via secure shredding and incineration, and dual control of the process. The depositing government could be held liable for any fraudulent use of these checks.

20. Acceptance of Credit Cards

BACKGROUND: New York State General Municipal Law (Section 5) permits local governments to enter into agreements with credit card issuers for the acceptance of certain types of payments. Credit cards can be accepted for such payments as fines, civil penalties, rent, rates, taxes, charges, and other financial obligations including penalties, special assessments, and interest. New York State agencies are also permitted to accept credit cards (New York State Finance Law, Section 4-a).

A significant difference between State agency and local government acceptance of credit cards is how service charges for providing the service are paid. State agencies are permitted to pass the service charge for providing credit card payment options to the consumer. Local governments, through their governing boards, may elect to pass the charge through to the consumer (via a fee not to exceed the local government's cost to provide the service) or discount their charges to cover the fees. Discounting by local governments amounts to a decrease in the net amount which would be received for payment of taxes, fees, and municipal charges.

NYGFOA has sample Requests for Proposal (RFPs) for credit card services available to association members.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when contracting for credit card services:

- Review contracts with credit card vendors carefully regarding fees and charges for the service and how they are paid. Best suggestion is to negotiate the pass through of these charges to the card user, not the government.
- Issue a Request for Proposal (RFP) for credit card acceptance to at least three (3) credit card providers. RFPs should provide specific information including annual dollar volume processed, number of transactions, and average transaction size. This will ensure accurate quotes for service.
- Have existing contracts with a credit card vendor reviewed at least annually to measure costs against dollar volume, number of transactions, average ticket, etc.
- Evaluate current government collection costs (including bank fees) against the cost of collecting via credit/debit cards.
- Consider using vendors already approved on State Contract (through the NYS Office of General Services (OGS) website) for credit card services.

- Credit card terminal(s) should only be placed in the heaviest traffic tax/fee/service charge collection areas (Town/County Clerk, Receiver of Taxes, City/Village Treasurer, County Clerk, etc.).
- Evaluate the cost/benefit of using a third party vendor to accept and process payments through your municipal website. Some municipalities in New York State accept credit card/debit card payments via the Internet for collection of property taxes and other fees. The service user pays a convenience fee to the vendor to make the payment by credit/debit card.
- Consider utilizing vendors already approved on State Contract. These contracts are available online via the NYS Office of General Services website at www.ogs.state.ny.us.

21. Purchasing Card Programs

BACKGROUND: The purpose of a purchasing card (or procurement card) program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume, repetitive purchases. This can result in a significant reduction in the volume of purchase orders, invoices, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor that accepts credit cards.

Purchasing cards may be issued in a designated individual's name with the government's name clearly indicated on the card as the buyer of goods and services. The purchasing card and any transactions made with the card may become a liability of the governmental entity. It is important that governments be aware of the risks related to the use of purchasing cards and develops plans to address those risks.

BEST PRACTICES: The following are recommended Best Practices from NYGFOA when contracting for purchasing card services:

- Use a competitive process in the selection of a purchasing card provider.
- The design of any purchasing card program should be as simple and easy to use as possible.
- Inquire about the availability of rebates from banks related to the level of usage of purchasing cards.
- Reconcile purchasing card statements at least once a month.
- Prohibit personal use of purchasing cards.

- Evaluate the approximate number of transactions the government makes that could be done with a purchasing card to aid in doing a cost-benefit analysis for using such a program.
- Have clear, enforceable controls on the use of purchasing cards including (but not restricted to):
  - written policies and procedures for internal staff
  - spending and transaction limits for each cardholder
  - periodic audits for card activity
  - written bank agreements on processing fees and charges
  - guidelines for making purchases over the Internet or fax
  - policy on the handling of lost cards and employee termination
  - procedures for handling unauthorized purchases
  - reconcile P-card statements at least once a month
  - prohibit personal use of P-cards

22. Disaster Recovery and Business Continuity

BACKGROUND: In this era of terrorism, cyber attacks and an increasing number of natural disasters, there has been a great deal of emphasis placed upon disaster recovery and the ability of institutions such as state and local government to maintain the integrity of critical financial operations in the event of long-term system failure. Particular focus has been placed on the need to implement some form of continuity planning and uncover gaps in policies and procedures that may cause a complete shutdown of a government's operations. While it is critical to develop plans to protect government facilities and enhance security, it is just as important to protect your financial information and operations.

Developing a Disaster Recovery and Business Continuity Plan can identify weaknesses in a governments' ability to rebound quickly from a crisis. In addition to the Best Practice recommendations below on what should be considered for inclusion in a continuity plan for financial operations, there are a number of resources listed in this section which can assist in producing a plan which can assist in meeting a municipality's specific needs.

BEST PRACTICES: The following are Best Practices recommendations by NYGFOA pertaining to municipal recovery and continuity for financial operations:

- Obtain and review a copy of the Disaster Recovery/Business Continuity Plan from the financial institution(s) with which a municipality does business. *NOTE:* Due to the excessive length

of financial institution disaster recovery/continuity plans and the proprietary information contained in them, customers and the public may receive an abbreviated plan from their bank.

- Review your municipality's plan at least annually and/or any time a significant change occurs. The plan should address all aspects of financial operations.
- Keep a copy of public deposit collateral documentation at an off-site location.
- Have a good working knowledge of what your responsibilities are and what your financial institution(s) are in the event of a crisis.
- Design your recovery/continuity plan to recover and maintain essential data processing services during an emergency.
- Have predetermined arrangements in place for alternative back-up processing locations, policies, and procedures. If the arrangements include an off-site location, establish it in an area not likely to be as severely impacted by the same potential disaster (i.e, flood zone, limited access area (only one bridge into town), etc.).
- Have a laptop computer at an off-site location in the event of an emergency which has all the necessary software, digital certificates, and Internet connections to access your bank accounts on-line. When not in use it should be safely secured at the site and tested periodically to make sure it works.
- Conduct a disaster readiness test at least annually and include your financial institution(s). Among the financial services which should be included in this test include:
  1. Lockbox processing;
  2. Controlled disbursement;
  3. ACH (payroll) services;
  4. On-line services; and
  5. Funds transfers (wires).

23. Cybersecurity and System Integrity

BACKGROUND: All local governments are potential targets for cybercrime, a risk that intensifies as victims increasingly pay ransoms to regain access to their hijacked technologies. It can be tempting to pay up because hacks are disruptive, damaging, embarrassing, and expensive.

As stewards of often sensitive public data, finance officers must understand the significance of this threat, including the large costs governments face in recovering lost data, restoring public trust, and otherwise recovering from a breach.

BEST PRACTICES: The following are Best Practice recommendations by NYGFOA and the GFOA of the U.S. and Canada pertaining to cybersecurity:

- Develop policies and procedures that address the general use of technology and safe handling of data.
- Conduct regular exercises to prepare for responding to cyber threats (should be part of regular disaster recovery training).
- Ensure that all computer devices are regularly patched and updated.
- Do not permit personal devices on government networks.
- Conduct cybersecurity training for all finance office staff. On-line training videos provide a low or no cost option.
- Avoid posting employee email addresses on websites (if permitted by law).
- Make sure employees know where to report suspicious incidents - and praise proactive behavior.
- Install anti-virus software on all computing devices and run a full scan at least monthly.
- Give all remote workers VPN (virtual private network) access.
- Only use unsecured public networks through a VPN. This can be set up by an entity's IT administrators or outsourced to third parties.
- Identity, track, and actively manage the administrator rights to all critical applications.
- Implement multi-factor authentication for all administrator accounts (network as well as cloud).
- Actively manage all mobile devices (e.g., by using a mobile device or enterprise manager).
- Check with your insurance broker about cyber insurance offerings.
- Have a cybersecurity risk assessment conducted following the National Institute for Standards and Technology Cybersecurity Framework guidelines.

APPENDIX A

Glossary of Terms

Annual Investment Report: A report that provides information on designated depositories, number and types of accounts held at depositories, and the deposit limit at each depository.

Automated Clearing House (ACH): A secure payment transfer system that connects all U.S. financial institutions.

Basis Risk: The risk that an issuer of a bond will receive less from the counterparty based on an index, than the rate on its bonds. A common risk associated with derivatives.

Bond Rating: A measure of the quality and safety of a bond, based on the issuer's financial condition. Also, an evaluation from a rating service (Moody's, Standard & Poors, Fitch, etc.) indicating the likelihood that a debt issuer will be able to meet scheduled principal and interest payments.

Capital Adequacy Guidelines: Guidelines established by the Federal Reserve Bank for evaluating the overall strength of security dealers with which a government may do business. These guidelines can be found at www.federalreserve.gov/supervisionreg/topics/capital.htm

Capital Ratio: The ratio between a company's debt and assets. Used as a general indication of a company's strength.

Certificate of Deposit (CD): Short or medium term interest bearing FDIC-insured investment offered by banks. Often times there are simple interest penalties assessed for early withdrawals from these investments.

Collateral Agreement: An agreement between a bank and a government that ensures that public deposits in excess of the amounts insured under provisions of the Federal Deposit Insurance Act are secured. In New York State, this backing can be in the form of eligible securities, surety bonds or letters of credit listed under Section 10 of the New York State General Municipal Law.

Collateralized Mortgage Obligation (CMO): A mortgage-backed, investment grade bond that separates mortgage pools into different maturity classes. CMOs are backed by securitized mortgages with a fixed maturity.

Commercial Paper: A short-term, unsecured promissory note issued by corporations for working capital, general cash flow, and financing receivables. In New York this type of investment is only permitted for use by the State, New York City, counties and certain public authorities up to $250 million).

Counterparty Risk: The risk that the counterparty in an investment will fail to make payments or provide collateral to cover those payments. A risk associated with derivatives.

Credit Risk: The possibility that a bond issuer will default, by failing to pay principal and interest according to a payment schedule.

Currency Risk: The risk that a business' operations or an investment's value will be affected by fluctuations in exchange rates (the value of another country's currency against the U.S. dollar).

Derivatives: Financial instruments created from or whose value depends on (is derived from) the value of one or more underlying assets or indexes of asset values. Derivatives (except for certain New York City debt) are not a permitted cash management tool for governments in New York State.

Diversification: An investment strategy designed to reduce exposure to risk by combining a variety of investments that are unlikely to all move in the same direction at the same time. Local governments in New York State (with the exception of certain New York City debt) are not permitted to use derivatives in their cash management practices.

Due Diligence: The process of investigation, performed by investors, into the details of a potential investment, such as an examination of operations and management and the verification of material facts.

Federal Agency Debt: These are debt instruments issued by government-sponsored enterprises (GSEs) of the United States government. With the exception of debt issued by the Government National Mortgage Association (Ginnie Mae), GSE debt is sponsored, but not guaranteed, by the federal government. Examples include debt issued by Freddie Mac, Fannie Mae, the Federal Home Loan Bank and the Tennessee Valley Authority (TVA).

Federal Deposit Insurance Act: Enacted in 1934 to insure deposits and promote safe and sound banking practices. Municipal deposits are currently insured up to $250,000 in demand deposit (checking) accounts and up to $250,000 in time and savings (certificates of deposit, money market and NOW) accounts) per custodian per public sector entity. Coverage information can be found at https://www.fdic.gov/deposit/covered/categories.html

Federal Financial Institutions Examinations Council (FFIEC): Publisher of risk ratings on various securities, such as collateralized mortgage obligations (CMOs). More information on the Council can be found at their website (www.ffiec.gov).

Government Accounting Standards Board (GASB): Independent agency that establishes GAAP (Generally Accepted Accounting Principles) standards for government accounting. More information on the GASB can be found at their website (www.gasb.org).

Interest Rate Risk: The possibility of a reduction in the value of a security, especially a bond, resulting from a rise in interest rates.

Irrevocable Letter of Credit: A document, typically issued by a Federal Home Loan Bank, which irrevocably guarantees the payment of a customer's drafts for a specified period and up to a specified amount.

Liquidity: The ability of an asset to be quickly converted to cash.

Lockbox Service: A service, typically provided by a bank, where the bank receives, opens, and processes payments for a government entity or business. Two types of lockbox services are wholesale (used for high dollar, low volume payments) and retail (used for high volume, low dollar payments).

Magnetic Ink Character Recognition (MICR): Specialized ink used on documents (particularly bank checks) to aid in accelerating check processing.

Mark-to-Market: Recording the price or value of a security, portfolio, or account on a set schedule to calculate profits or losses and confirm that margin requirements are being met.

Market Risk: The possibility that events in an investment market will impact an investment(s) value over a period of time. Events such as changes in the economy, political events or other unforeseen changes can positively or negatively impact a market.

Master Repurchase Agreement: An agreement that outlines the basic responsibilities and liabilities of both the buyer and seller in a repurchase agreement (see definition for repurchase agreement).

Mutual Funds: Pooled investments of stocks, bonds, and/or other securities which fluctuate in value (net asset value per share) daily. Mutual funds are not permitted investments for local governments in New York State.

Positive Pay: A cash management service that requires a municipality's bank to match checks presented against a list of checks issued.

Prepayment Risk: The risk that a bond issuer will call (pay off its bonds) prior to maturity to refinance at a lower interest rate or pay off in total. This typically takes place in a declining interest rate environment.

Primary Securities Dealers: A list of primary dealers in government securities designated by the Federal Reserve Bank of New York (the Fed). This list is used by municipalities to ensure their investment trading partners are financially sound. The listing of primary securities dealers is updated by the Fed frequently.

Procurement (Purchasing) Card: Cards issued to employees for the purchase of certain products or services on behalf of an employer. These cards usually are restricted to the purchased of certain items needed to perform one's job up to a specific dollar amount.

Reciprocal Deposit Placement Program: A program utilized by member banks to share FDIC insurance coverage among a consortium of financial institutions to increase FDIC insurance coverage for customer accounts beyond current maximum levels.

Repurchase Agreements (Repos): An agreement in which a government entity transfers cash to a broker-dealer or financial institution. In return, the broker-dealer or financial institution transfers securities to the entity and promises to repay the cash, plus interest, in exchange for the same securities.

Request for Proposal (RFP): An invitation to providers of a product or service to bid on the right to supply that product or service to the individual or entity that issued the RFP. An RFP is required for certain local government purchases.

Return on Assets (ROA): A measure of a company's profitability, equal to a fiscal year's earnings divided by its total assets.

Return on Equity (ROE): A measure of how well a company uses reinvested earnings to generate additional earnings. Used as a general indication of a company's efficiency.

Reverse Positive Pay: A cash management service where the check issuer (municipality) maintains a listing of checks which are presented against a list of checks cleared by their bank.

Reverse Repurchase Agreement (Reverse Repo): An agreement where a broker-dealer or financial institution transfers cash to a government entity. The entity transfers securities to the broker-dealer or financial institution and promises to repay the cash, plus interest, in exchange for the same securities. *Reverse repos are not permitted in New York State.*

Same Day Funds Settlement: A method of settlement that occurs the same day a transaction is made. This replaced Next Day Settlement for most securities in 1996.

Security Lending Program: A transaction between a bank or securities dealer and an investor in which the bank (dealer) buys the securities from the investor (government entity) with a simultaneous agreement to sell the securities back to the investor at a specific time and price that will result in a predetermined yield to the investor. This is very similar to a reverse repurchase agreement (reverse repo). *Security lending programs are not permitted in New York State.*

Surety Bond: A bond issued by a bank or financial institution on behalf of a second party, guaranteeing that the second party will fulfill an obligation or series of obligations to a third party. In the event that the obligations are not met, the third party will recover its losses via the bond.

Swap: An exchange of streams of payments over time according to specified terms. The most common type is an interest rate swap, in which one party agrees to pay a fixed interest rate in return for receiving an adjustable rate from another party.

Sweep Account: A brokerage account whose cash balance is automatically transferred into an interest-bearing investment such as a money market fund. Municipalities (except New York City) in New York State are not permitted to utilize these types of accounts.

Termination Risk: The possibility that interest rates will change or a default on a bond will occur and the issuer will owe the counterparty a substantial payment to terminate the swap and compensate the counterparty for the loss of the value of the swap. A common risk associated with derivatives.

Treasury Securities: These securities are backed by the full faith and credit of the United States Government. These securities include Treasury Bills, Notes and Bonds. Often used by banks to collateralize municipal deposits.

Trojan Horse: A computer virus which infiltrates a host computer through an opened email attachment or Internet link. Hackers utilize this device to monitor financial account activity and record keystrokes in an effort to steal funds or personal information from the host.

Uniform Commercial Code (UCC): Set of laws regulating commercial transactions, especially ones involving the sale of goods and secured transactions.

Written Investment Policy: An investment policy required of each local government in New York State (stated in Section 39 of General Municipal Law). Such policies must address various procedures for the investing of public funds. These criteria can be found in the Office of the New York State Comptroller's Financial Management Guide along with a sample Written Investment Policy.

Virtual Private Network (VPN): VPN (virtual private network) is a technology that encrypts internet traffic on unsecured networks to protect one's online identity .

APPENDIX B

Cash Management Resource Websites

SITE	SITE ADDRESS	DESCRIPTION
American Institute of CPAs (AICPA)	www.aicpa.org	Announcements affecting the accounting, auditing and tax professions.
Association of Certified Fraud Examiners	www.acfe.org	Fraud news, publications, and consultants.
Bankrate.com	www.bankrate.com	Financial news and interest rate information.
Bauer Financial	www.bauerfinancial.com	Independent rating agency which evaluates banks nationwide.
Board of Governors of the Federal Reserve System	www.federalreserve.gov	Extensive historical reports on flows of funds, interest rates and financial instruments.
Bonds Online (Treasury Direct)	www.treasurydirect.gov/govt/govt.htm	News and information about U.S. Treasuries and other types of Federal government investment programs.
Bureau of Fiscal Service	https://www.fiscal.treasury.gov	Information about securities issued by the U.S. Treasury
Code of Federal Regulations	www.govinfo.gov/help/cfr	Searchable Code of Federal Regulations
Electronic Municipal Account Access (EMMA)	https://emma.msrb.org	Contains preliminary offering statements, financial disclosures from municipal issuers and a searchable database with detailed information about outstanding municipal bonds.
Fannie Mae	www.fanniemae.com	Information about Fannie Mae programs and securities.

SITE	SITE ADDRESS	DESCRIPTION
FDIC	www.fdic.gov/deposit/covered/categories.html	Federal Deposit Insurance Corporation (Coverage Information).
Federal Financial Institutions Examination Council	www.ffiec.gov	The FFIEC coordinates the regulatory activities of the federal bank, thrift, and credit union Examination Council regulatory agencies.
Fitch IBCA	www.fitchibca.com	Ratings and downloadable research reports; requires free registration
Freddie Mac	www.freddiemac.com	Information about programs and securities.
Ginnie Mae	www.ginniemae.gov	Information about programs and securities.
Government Accounting Standards Board (GASB)	www.gasb.org	Organization that sets standards of state and local government accounting and financial reporting.
Government Finance Officers Association (GFOA)	www.gfoa.org	Organization comprised of government finance finance professionals .
Moody's Investors Service	www.moodys.com	Ratings, investment data, and research reports. Much of the information on specific securities issuers is only available to subscribers.
Municipal Securities Rulemaking Board (MSRB)	www.msrb.org	Rules and information applicable to activities of financial institutions in underwriting, trading, and selling municipal securities.
National Association of Bond Lawyers	www.nabl.org	Discussions and publications on tax and securities laws relevant to bonds.

SITE	SITE ADDRESS	DESCRIPTION
Office of the Comptroller of the Currency (OCC)	www.occ.treas.gov	General information about banks.
Office of the State Comptroller (New York)	www.osc.state.ny.us	Guidance and training on cash management for New York finance officers.
Sallie Mae	www.salliemae.com/about/investors	Information about Sallie Mae programs and securities.
Securities Industry and Financial Markets Association	www.sifma.org	Extensive information about money market instruments and bonds, including regulatory and legislative issues.
S&P Global Ratings	www.standardandpoors.com	Ratings, investment data, and research reports. Much of the information on specific securities is only available to subscribers.
The Wall Street Journal	www.wsj.com	Detailed news and information on a wide variety of topics relevant to investors. Requires paid subscription.
U.S. Securities and Exchange Commission	www.sec.gov	A searchable database of SEC bulletins, SEC rules, and reports filed with the SEC.

This is not an all-inclusive list.

APPENDIX C

An Essentials Guide to Protecting Public Sector Deposits

Developed by the NYGFOA Banking and Investment Management Committee

This Guide was developed by the NYGFOA Banking and Investment Management Committee, with the goal of making collateral options more understandable. It evolved into a review of the NYS General Municipal Law (GML), Section 10 with an attempt to better define its requirements and to point out the responsibilities of municipalities, banks and collateral custodians.

Collateral requirements are outlined in the NYS Comptroller's guidelines in accordance with the provisions of General Municipal Law, Section 10. Base coverage is the amount insured under the provisions of the Federal Deposit Insurance Corporation (FDIC) Act.

Below is a chart summarizing FDIC coverage for municipalities in New York:

Account Type	Rate Paid	FDIC Coverage	Expiration
Checking (Demand Deposit Accounts)	Variable	Maximum of $250,000 or 100% under that amount combined per custodian per insured bank.	Permanent
NOW (Negotiated Order of Withdrawal Accounts)	Variable	Maximum of $250,000 or 100% under that amount combined per custodian per insured bank	Permanent
Savings, Money Market and Certificate of Deposit (CD) Accounts	Variable	Maximum of $250,000 or 100% under that amount (combined) per custodian per insured bank.	Permanent

For NYS municipalities, FDIC coverage will vary significantly since it is $250,000 in the aggregate per custodian for demand deposit accounts and $250,000 in the aggregate per custodian for interest bearing accounts (NOW Accounts, Savings Accounts, Money Market Accounts, and Certificates of Deposit). NYGFOA encourages municipalities to work with their public sector banker(s) regarding FDIC coverage for their deposited funds.

For details on FDIC changes, go to https://www.fdic.gov/deposit/covered/categories.html.

Developed by the NYGFOA Banking and Investment Management Committee

Eligible Types of Collateral

There are four eligible types of collateral for deposits in excess of the amount insured by the FDIC.

1. By a pledge of "eligible securities" with an aggregate "market value" as detailed in GML Section 10, equal to the aggregate amount of deposits from the categories designated in Exhibit A (attached). Some of these include: U.S. Treasuries, Farmers Home (FHMA), Farm Credit, Federal Home Loan Banks, Federal National Mortgage (FNMA, GMA, GNR), Federal Home Loan Mortgage Corporation (FHLMC), Housing and Urban Development (HUD), Small Business Association (SBA), Tennessee Valley (TVA), Student Loan Marketing Association.

   To Use:
   - Include the acceptable security type/s in your investment policy.
   - Include your required margin percentage, if applicable. The required margin of maintenance is 100% of the uninsured portion of deposits collateralized. Municipalities can require a greater percentage, such as 102% which is considered a best practice by NYGFOA.
   - You can list security types individually or state that you accept all collateral types under GML Section 10.
   - Monitor periodic advices (usually monthly statements) to determine that margin requirements are met and properly authorized securities are utilized.

2. By an eligible "irrevocable letter of credit" (L/C) issued by a qualified bank - other than the bank with the deposits - in favor of the government, for a term not to exceed 90 days, with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest-rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible "irrevocable letter of credit" issued in favor of the local government by a federal home loan bank (FHLB), whose commercial paper and other unsecured, short-term debt obligations are rated in the highest rating category by at least one nationally-recognized statistical rating organization, accept such letter of credit (L/C) payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits, less applicable FDIC insurance from such officers and the agreed upon interest, if any.

What is a Federal Home Loan Bank Municipal Letter of Credit (MULOC)?

A L/C is a credit instrument issued by a bank (FHLB) guaranteeing payment on behalf of its customer (depository bank) to a beneficiary (municipality) for a stated period of time and when certain conditions are met. The MULOC is irrevocable and can not be cancelled during the term without the express permission of the beneficiary. A Federal Home Loan Bank L/C substitutes the issuing bank's credit for that of the Federal Home Loan Bank. When an L/C is used as collateral the beneficiary is the municipality and the Federal Home Loan Bank is guaranteeing payment to the municipality if the depository bank should become insolvent. To obtain the funds a municipality places a draw request to the Federal Home Loan Bank.

To use:

- Update your investment policy to include L/C's issued by a Federal Home Loan Bank at 100% of the aggregate value of the deposits.
- Periodically obtain the rating of the particular Federal Home Loan Bank that is issuing the L/C to make sure the highest ratings are maintained.
- Identify the account and dollar amounts to be covered under the L/C.
- Since L/C's are issued for a particular term, you need to monitor the maturities and make sure that you receive an updated L/C.
- Monitor account balances to make sure deposits do not exceed L/C total and any applicable FDIC insurance coverage.

4. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. Note: As of this writing (September 2018), there are no insurance companies ranked in the highest rating category.

What is a surety bond?

A surety bond is an agreement issued by an insurance company to guarantee the payment of principal and interest on public deposits. If a bank defaults, the public entity can draw on the surety bond and receive its funds within 24-48 hours. Surety bonds eliminate the need for custodial agreements, security agreements and valuing collateral securities. The advantage to the public entity is that it would not have to wait to take possession of the collateral securities and then liquidate them to be made whole for its deposits.

Because surety bonds are direct obligations of an insurance company that issues them, it is important for finance officials to verify the credit quality of the insurance company and to only accept surety bonds from high credit quality companies. Finance officials also need to be aware that the surety agreement is between the bank and the insurance company. The public entity is the beneficiary but does not participate in negotiating the agreement.

Custodial Agreements

General Municipal Law, Section 10, additionally recommends (but does not require) that all securities pledged to secure deposits be held by a third party bank or trust company and requires that securities be held pursuant to a written custodial agreement. The Custodian Bank must be a member of the Federal Reserve Bank. The custodial agreement must acknowledge all the necessary provisions in order to provide the municipality with a perfected security interest, which include the following:

- The custodial agreement shall contain a security provision that would provide that the collateral is being pledged by the bank or trust company as security for the public deposits. It shall also provide the conditions

under which the securities may be sold, presented for payment, substituted or released and the events that will enable the local government to exercise its rights against the pledged securities.

- The securities held by the authorized bank or trust company, as agent of and custodian for the municipality, will be placed separate and apart from the general assets of the custodial bank or trust company. They will not, in any circumstances, be commingled with or become part of the security for any other deposit or obligations.
- Custodial agreements might require the confirmation of the receipt, substitution or release of the securities held on behalf of the municipality.
- The types of collateral used to secure municipality deposits must be in accordance with the most current legislation authorizing various types of collateral, and approved by the municipality. The most efficient way to approve collateral parameters is to include them in the Investment Policy; the legislature/ governing board is required to approve this policy annually.
- The required margin of maintenance is 100% of the uninsured portion of deposits collateralized. Municipalities can require a greater percentage, such as 102%. (NOTE: If surety bonds or Letters of Credit issued by a Federal Home Loan Bank are used, a margin above 100% is not necessary).
- The municipality may prefer written consent from the CFO for release and substitution of securities affecting the municipality's custodial account; however, this is not a GML requirement. Also, many of the custodians utilize an automated system, whereby the securities are allocated based on a daily balance feed sent to them by the depository bank. The consent for the daily allocation is in the third party collateral agreement itself.
- The municipality should require a monthly update on third party collateral security in the form of a month-end collateral statement.
- The municipality should require that there be no sub-custodian.

Municipal Responsibilities

- Contact the bank(s) with which the municipality does business to determine what FDIC coverage applies to their bank account(s).
- Review the collateral statements monthly for sufficient amounts of coverage, meeting the required margin percentages if over 100% (such as 102%); types of securities supplied as collateral.
- Perform an annual review of the banks with which the municipality does business. Check the bank(s) ratings: http://www.bauerfinancial.com/ratings.html.
- Coverage is for balances at the end of the previous day. If the municipality knows there will be a significant increase or decrease in balances, it should contact the bank to update the collateral balances on a real-time basis.
- Ensure that there are current collateral agreements in place for each bank that holds municipal deposits and know the FDIC level for each bank.
- Collateral requirements should be included in a municipal written investment policy. The governing body of the municipality should review and approve the investment policy annually, which can be included as an appendix to the budget or approved at the annual organizational meeting.

Bank Responsibilities

The bank should follow all of the duties specified in the collateral agreement, including:

- Providing additional collateral, as required, to cover fluctuating deposit balances of the municipality as of the previous day's posting (same day if notified by the municipality of a significant increase in deposit balances that day).
- Maintain additional margin of securities as specified by the collateral agreement.
- Monitor the fluctuating market values of pledged securities and provide additional collateral, as needed, when market value of pledged securities drops.
- Notify customers of changes affecting collateral positions or FDIC insurance coverage.
- Provide accurate account balances to third party custodian.
- Respond to audit inquiries regarding collateralized balances.
- Ensure that a detailed executed custodial agreement is in place.
- Abide by the collateral document and furnish information to the municipality.
- Provide monthly reports including what securities are being held as collateral to enable the municipality to monitor and police the types and values of securities held.

EXHIBIT A

GML requires collateralization of 100% of the portion of deposits in excess of FDIC insurance coverage. The following is a list of eligible securities that may be pledged as collateral for local government bank deposits and investments (with municipal approval):

- Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation. Some of these include: U.S. Treasuries, Farmers Home (FHMA), Farm Credit, Federal Home Loan Banks, Federal National Mortgage (FNMA, GNMA, GNR), Federal Home Loan Mortgage Corporation (FHLMC), Housing and Urban Development (HUD), Small Business Association (SBA), Tennessee Valley (TVA), Student Loan Marketing Association.

100% of the Market Value

- Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

100% of the Market Value

- Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty. Ex: Farmers Home Administration, Export-Import Bank, Dept. of Veterans Affairs.

100% of the Market Value of the obligation that represents the amount of the insurance or guaranty.

- Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district, or district corporation of the State of New York or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.

100% of the Market Value

- Obligations issued by states (other than New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

  - Highest Rating - 100% Market Value
  - 2nd Highest Rating - 90% Market Value
  - 3rd Highest Rating - 80% Market Value

- Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

  - Highest Rating - 100% Market Value
  - 2nd Highest Rating - 90% Market Value
  - 3rd Highest Rating - 80% Market Value

- Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

  - Highest Rating - 100% Market Value
  - 2nd Highest Rating - 90% Market Value
  - 3rd Highest Rating - 80% Market Value

- Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

  80% of Market Value

- Any mortgage related securities, as defined in the Securities Exchange Act of l934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

  70% of Market Value

- Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are pledged.

  80% of Market Value

- Zero-coupon obligation of the United States government marketed as "Treasury Strips".

  80% of Market Value

The website listed below provides a good reference for government agency acronyms.
http://www.treasurydirect.gov/instit/statreg/collateral/collateral_acc31cfr202.pdf

FDIC Insurance Reciprocal Deposit Programs

An alternative for protecting public deposits which was approved by the State in 2012, for use by participating banks holding public deposits, are FDIC Insurance Reciprocal Deposit Programs. Under these programs, member banks "swap" funds with other member banks to keep deposits which would be in excess of traditional FDIC insurance coverage fully covered.

FDIC insurance reciprocal deposit programs are offered by some banks for municipal deposits as an alternative to pledging collateral to secure amounts in excess of traditional FDIC insurance limits.

The Office of the State Comptroller published an Advisory Bulletin in November 2012 with information and guidance on these programs. The advisory can be downloaded at https://www.osc.state.ny.us/localgov/pubs/releases/files/depositplacementprograms.pdf.

Editor's Note: The Banking and Investment Management Committee would like to especially thank Christina Cooke (County of Suffolk), Carol Mark (JP Morgan), Jeffrey Smith (Municipal Solutions, Inc.) and Kojo Asiedu (Wells Fargo Bank) for their contributions in updating this document.

Legal citations in this Guide are not to be construed as legal advice or a legal opinion. Any legal questions should be directed to a municipal attorney, legal department, banker or the Office of the State Comptroller.

Disclaimer Notice: The contents of this guide are meant as a general reference guide only intended to highlight areas for review and issues for general consideration. The information in this guide is not definitive or meant to be all-inclusive. This guide does not provide legal advice; is not intended to convey legal advice and should not in any manner serve as a substitute for obtaining legal advice from a qualified attorney. Users of this guide should not act upon any such information contained herein, without first seeking qualified professional counsel and/or human resource professional on your specific matter.

APPENDIX D

Banking Services Request for Proposal Review Sheet

NYGFOA

BANKING SERVICES
REQUEST FOR PROPOSAL REVIEW SHEET

Developed by the NYGFOA Banking and Investment Management Committee

I. Issues to Consider Prior to Issuing the Request for Proposal

A. What are the goals of the RFP (Cost to Value Assessment)?

1. Reduce Costs
2. Increase Interest Income
3. Utilize New Cash Management Technologies
4. Enhance Security
5. Need for Higher Level of Service
6. Enhance Internal Controls

B. General Information to be Included in the RFP.

1. Name and Location of the Municipality
2. Budget Size
3. Number of Employees
4. Deadline for Proposal Submission
5. Date and Time of 'Q&A' Session for All Bidders
6. Date Winning Bid will be Announced
7. Date New Contract Begins (and ends if applicable)
8. Municipal Contact Information

C. Disclose in the RFP the criteria on which the decision will be made.

1. Disclose the weighting given to factors (e.g., pricing, convenience, breadth of services provided) which will determine the winning proposal. Once disclosed, the weighting should not be changed. However, if a change is necessary, it should be communicated to all firms that submitted proposals and provides an opportunity for those firms to adjust their proposals.

2. Disclose in the RFP any mandatory requirements to prevent submissions that would be immediately disqualified.

Developed by the NYGFOA Banking and Investment Management Committee

II. Suggested Items to Include in the RFP

A. Account Information

1. Number of Checking Accounts (Demand Deposit Accounts)
2. Number of NOW (Negotiated Order of Withdrawal) Accounts
3. Number of Money Market Deposit Accounts
4. Number of Savings Accounts
5. Does the Municipality Participate in a Cooperative Investment Pool?
6. Include Recent Account Analysis Statement(s) from Current Banking Services Provider (include the most recent year-end analysis statement if it provides 12-month historical data and/or summary)

B. The Following should be Provided for Each Account Listed Above (where applicable)

1. Number of Checks Written on the Account (average per month)
2. Number of Deposits Made to the Account (average per month)
3. Number of Items per Deposit (average for a standard deposit)
4. Number of Fed Wires (per month)
5. Number of ACH Credits/Debits per Account (per month)
6. Number of Stop Payments Issued (per month)
7. Number of Returned Items (per month)
8. Average Collected Balance of Each Account and an Aggregate (total amount) on Deposit (per month)

C. Written Investment Policy Parameters*

1. Current Margin on Collateral
2. List of Acceptable Investments
3. List of Acceptable Collateral
4. Average Amount of Investable Funds
5. Policy Compliance with NYS General Municipal Law and Office of the State Comptroller Guidelines

*Note: In lieu of listing this information in the RFP, consider providing a copy of the municipality's Written Investment Policy with the RFP.

D. Borrowing Needs

1. List Expected Borrowing Needs for the Next 12 Months (Revenue Anticipation Notes (RANs) Bond Anticipation Notes (BANs), Leasing Needs, etc.)
2. Include Information on Planned Capital Projects (especially if financing is anticipated)

Developed by the NYGFOA Banking and Investment Management Committee

E. Payroll Processing

1. Is Payroll Processed In-House or by a Third Party?
2. Is Direct Deposit Offered (what percentage of employees utilize direct deposit)?
3. Total Number of Employees
4. Frequency of Payroll (weekly, bi-weekly, twice monthly, etc.)
5. Is Check-Cashing for Employees Required?
6. Are other Options for Payroll Being Considered (such as payroll cards)?

F. Other Financial Services (note if currently utilized or desired)

1. ACH (Automated Clearing House) Debits or Credits
2. Remote Deposit Capture (on-site check imaging/depositing)
3. How Many Remote Locations will utilize this Technology?
4. Merchant Services (credit/debit card acceptance)
5. Lockbox Services (note estimated volume for tax collection or other municipal payments such as water and sewer bills)
6. Online Banking Services (include how many online system users and the number of remote locations where online access is necessary)*
7. Telephone Access
8. Treasury Management Services
9. Security Deposit System
10. Bank Courier Services
11. Workplace Banking Package for Employees
12. Treasury Bill Purchase
13. Repurchase Agreements (Repos)
14. Positive Pay
15. Check Imaging (ability to obtain cancelled check copies online)
16. Account Reconciliation
17. Other Services Responding Bank Can Provide (based on information provided)

*NYGFOA recommends, where practical, the use of one computer dedicated exclusively to online banking access.

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NYGFOA

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www.nygfoa.org

Village of **Croton-on-Hudson** New York

Electronic Funds Transfer Policy & Procedures

Policy Purpose: The primary goal of this policy is to ensure Electronic Funds Transfers (EFTs) are initiated, executed, and approved in a secure manner. This policy establishes requirements with respect to any payment or processes via EFT for payments or revisions thereof to vendors, employee direct deposit bank accounts, or any monetary transfer.

General Requirements: All EFT payments will be coordinated and submitted through the Village Treasurer's Office. The Village Treasurer's Office will approve all new and changes to electronic funds transfer requests, ensuring that the payment via wire is necessary, all required documentation is provided and appropriately approved, and that the request and banking account information is accurate and valid.

The Village Treasurer's Office is responsible for ensuring that proper documentation, authorization, and accounting information are provided and accompany any EFT payment instructions.

The Village Treasurer's Office is responsible for initiating releasing EFTs on behalf of the municipality. Two separate individuals are required to initiate and release EFT payments through the municipality's computer-based system as a form of secondary verification. The Village Treasurer's Office also has the responsibility to confirm EFT instructions with specific departments and individuals if there is any question as to the validity of the EFT request.

The Village Treasurer's Office is responsible for obtaining and submitting proper support and approvals, including the completed and approved Wire Transfer Request form at least one business day prior to payment being needed.

Procedures: To safeguard the Village of Croton-on-Hudson's funds in the EFT environment, the following procedures will be adhered to by any municipal employee requesting payments or changes via EFT and all municipal employees involved in processing payments via EFT.

Authentication of new EFT requests and changes to existing EFTs is required prior to the transaction being input into the computer-based banking system. Steps to authenticate ETF requests and changes include:

1. **Validate** all new electronic payment instruction requests received even if the request is internal.
2. **Contact** the supplier or requester directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions; do use contact information known to be genuine such as the contact information in your master supplier file or information collected from the

original contract. Have the contact confirm existing payment instructions on file prior to making changes to those instructions (i.e., current bank account and routing number provided in original instructions).

3. **Verify** the new information on the payment instructions with the information provided with the known contact (i.e., contact bank to confirm correct account name, number, and routing information).
4. **Document** the verification process that was followed to validate payment instructions. The person responsible for entering/updating wire instructions and the person approving new/updated wire instructions must approve the record of verification. A record of the verification must be maintained in accordance with record retention policies.

Signature of Designated Employee acknowledges understanding of requirements and responsibilities when engaging in any type of Electronic Funds Transfer.

_____ _____

Signature **Date**

REMINDER: This process is only effective if documented and disseminated across your municipal team and covered in such a way that ensures everyone's understanding of money transfer scams and adherence to policy when performing money transfers.

Village of Croton-on-Hudson New York
Stanley H. Kellerhouse Municipal Building
One Van Wyck Street
Croton-on-Hudson, NY 10520-2501

Treasurer's Office Electronic Funds Transfer Approval Form

Submitting Request:

Date of Request:_____

Name:_____

Title:_____

Department:_____

Amount:_____

Date Payment Is Needed:_____

Recipient*:_____

Reason:_____

_____

Signature:_____

Treasurer's Office Approval:

Name:_____

Title:_____

Signature:_____

Date:_____

*Please includebanking information for new vendors

Cash Management Technology

Office of the New York
STATE COMPTROLLER
Thomas P. DiNapoli

Local Government and
School Accountability

INFORMATION TECHNOLOGY SERIES

Table of Contents

Who is Responsible? 2

Electronic Funds Transfers 3

Online Banking Activities 5

Lockboxes 8

Accepting Credit and Debit Cards 9

Accepting Payments via Your Municipal Website 11

Remote Deposit Capture 12

Check Images 13

Electronic Signatures 14

Check Fraud Protection Practices 15

Conclusion 16

Resources 17

Notes 18

Contacts 20

Cash Management Technology

Technology can make our lives easier and our governments more efficient. For local governments,[1] the use of cash management technologies requires the review of current procedures to ensure that they are authorized under existing laws and that the design of internal controls is appropriate for securely processing transactions electronically. Some of the newer technologies can speed up the recording and depositing of receipts and can help ensure that disbursements are properly recorded, while reducing the cost of processing these transactions. Traditional internal controls, such as written policies and procedures, authorizations, segregation of duties and monitoring, however, are still important considerations when implementing these technologies.[2]

This guide is designed to give the reader an overview of electronic cash management technologies, as well as the internal controls needed to help detect fraud and ensure that all transactions are captured.

This guide is designed to give the reader an overview of electronic cash management technologies, as well as the internal controls needed to help detect fraud and ensure that all transactions are captured. A key concept is that classic internal controls, if well designed, all work well with cash management technologies.

The ideas presented in this publication should not be construed as recommendations or endorsements of services offered by banks or other commercial vendors. The suggestions in this guide are opportunities for you to consider in the management of your financial operations. You will need to tailor these opportunities to fit the requirements and needs of your local government. You should also inquire about the cost of these services and consider requesting competitive quotations or proposals. Before you enter into any contracts for these services, you should consult with your legal counsel.

Who is Responsible?

The establishment of an appropriate internal control system over cash management technology rests with many people in your local government:

- **Governing Board** – For adopting policies and establishing the "tone at the top" regarding internal controls.
- **Management** (Business and finance officials and department heads) – For designing and implementing control procedures, studying potential risks and keeping current with technological advances in their field.
- **Information Technology (IT) Department** – For providing a secure computing environment, including network security.
- **All Other Staff** – For following established procedures and contributing to keeping assets and information secure.

Electronic Funds Transfers

Increasingly, local governments are processing financial transactions electronically. Both receipts and disbursements, in accordance with applicable laws, can be processed via electronic funds transfer (EFT) services. EFT refers to moving funds electronically to and from different bank accounts, either between accounts at the same bank or to accounts at separate financial institutions. Before you begin processing electronic transactions (e-transactions), you should have detailed policies and procedures in place regarding online banking and EFT activities.

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Policies and Procedures – A basic foundation is a comprehensive policy that outlines online banking activities and EFTs that your organization is authorized to engage in. This policy should include the following, consistent with the statutory and other legal responsibilities of the officers and employees involved:

- What online banking and EFT activities will be used?
- Who is authorized to initiate e-transactions?
- Who will approve e-transactions?
- Who will transmit e-transactions?
- Who will record e-transactions?

Proper segregation of duties is important in almost any business function but is especially critical for electronic transactions. Without proper segregation of duties, you can increase the risk that one person could be in a position to both commit a wrongdoing and conceal it. At least two individuals should be involved in each e-transaction. The authorization and transmitting functions should be segregated and, if possible, the recording function should also be delegated to someone who does not have either approval or transmitting duties.

When using online banking for electronic disbursements, remember that many of the same controls that would be used when manually preparing a check apply. For instance, the official responsible for preparation of the electronic disbursement should not have the authority to audit and approve claims for payment. Payments made using EFT services cannot circumvent laws, regulations or your internal control policies.

Electronic or Wire Transfers – Electronic or wire transfers are transfers of local government funds, usually effective within minutes of being executed.[3] Wire transfers are usually more costly than other electronic methods of making disbursements and are most commonly used for bond payments, investments or other large-dollar settlements. Other types of electronic transfers are used for small-dollar or repetitive transactions, such as federal, State, or local aid/grant payments, because they are less costly but still efficient.

Access to in-house wire transfer software should be controlled and its use should be authorized and monitored frequently due to the ease with which wire transfers can be made.

Some banks offer wire transfer capability in their online banking applications, allowing you to input the required information and initiate, authorize and transmit wire transfers in-house without outside assistance from your depository. Access to in-house wire transfer software should be controlled and its use should be authorized and monitored frequently due to the ease with which wire transfers can be made. Most wire transfers require only routing numbers and bank account numbers for execution. Other options typically available to initiate a wire transfer include phoning the bank and using a password to verbally authorize the transfer, hand delivering a letter of authorization to the bank with the transfer instructions or sending a fax with the authorized signature and password.

There should be strong authorization controls for wire transfers. Individuals should not be able to execute a wire transfer without obtaining authorization from the custodial officer or a deputy. Before your local government opts to disburse funds by wire transfer, the governing board is required to enter into a written agreement[4] with the bank or trust company in which your funds have been deposited. In addition, you should have a callback provision in your wire instructions that requires the bank to call someone (other than the person initiating the transaction) to confirm the appropriateness of the transfer. You can also establish additional controls, such as a policy that does not allow the bank to initiate wire transfers out of the country or to banks other than the Depository Trust Company for bond payments. Remember, a wire transfer is an immediate settlement of funds; it is like a check that is cashed immediately.

Additionally, you should remember that wire transfers do not normally go through the accounts payable transaction cycle and are sometimes not recorded in the accounting system immediately. Wire transfers are often captured manually (after the fact) through the use of journal entries. If you manually enter these transactions, remember that there are higher risks that errors can occur, such as overdrawing bank accounts or recording incorrect information. Your internal control system must include procedures or safeguards for the documentation and reporting of all transfers and disbursements of funds by electronic or wire transfer.[5] In addition, the bank or trust company must provide the officer requesting the transfer written confirmation of the transaction no later than the business day following the day on which the funds were transmitted.

Online Banking Activities

Most banks offer convenient online banking for their customers. Gone are the days of waiting for the monthly bank statement to arrive to see what has happened or calling the bank to see if a check has cleared. You can now access your accounts online and review transaction activity at any time. While there certainly are benefits to online banking, it is important for local governments to be aware of any vulnerabilities in their IT systems used to process these transactions to avoid any fraudulent activity.

Poor controls over online banking increase the risk that a local government may become the victim of cyberfraud and experience financial losses that may not be recoverable.

Benefits – The benefits of online banking include the ability to review account balances and check clearing activity, make transfers between bank accounts, reconcile accounts frequently and closely monitor cash balances for more effective investing. Online banking also allows you the convenience of moving money yourself from higher interest-bearing accounts to your checking accounts to cover payrolls or accounts payable disbursements as necessary. The ease of online banking also may allow you to make better investment decisions because you can monitor your cash flow and cash balances as frequently as you may need.

Vulnerabilities – Local governments are allowed to disburse or transfer funds in their custody by means of electronic or wire transfer.[6] However, because connecting to the Internet is a necessary part of the online banking process, a multitude of vulnerabilities must be recognized and prepared for. Poor controls over online banking increase the risk that a local government may become the victim of cyberfraud and experience financial losses that may not be recoverable.

Fraud involving the exploitation of valid online banking credentials is a significant risk facing any local government that processes financial transactions online. Some of the more popular types of electronic fraud targeting online banking are phishing attacks,[7] malware,[8] and pharming.[9] In a typical scenario, the targeted individual (or group of individuals) receives an email that contains a malicious attachment or directs the recipient to a malicious website. Once the recipient opens the attachment or visits the website, malware containing a key logger is installed on their computer. The key logger collects login information allowing the perpetrator to impersonate the legitimate user or create another user account. Thereafter, fraudulent electronic cash transfers are initiated and directed to bank accounts in the United States or foreign countries.

Despite the security controls used by online banking establishments, there is no absolute way to guarantee the safety of online banking. The tactics used to commit fraud can range dramatically in sophistication and continually evolve over time. Likewise, there is no single control that is most effective against cyberattacks. A best practice for protecting IT systems, information and local government resources is to build successive layers of defense mechanisms, a strategy referred to as defense-in-depth. In addition to successive layers of technology-based defense, internal controls for local governments that conduct online banking should also include non-technical controls such as written policies and recurring information security awareness training for all employees who use computers connected to the Internet and the local government's network.

Best Practices – The Multi-State Information Sharing and Analysis Center (MS-ISAC) has identified some best practices for internal controls over online banking.[10] These contain elements specifically for online banking, as well as several relating to the overall computing environment in which online banking occurs. The lack of any one particular control does not automatically mean that an online banking environment is vulnerable. All the controls have to be assessed in total to determine their significance and evaluated in the context of appropriate mitigating controls. For example, it may not be practical or appropriate for a local government to dedicate a computer for all online banking transactions. However, online banking risks could be reduced to an acceptable level through a combination of other controls, such as those that follow.

All the controls have to be assessed in total to determine their significance and evaluated in the context of appropriate mitigating controls.

Computing environment best practices include:

- Installing antivirus, anti-spyware, and malware and adware protection software and keeping the software current.
- Installing all new software (including operating system) and hardware patches on a timely basis.
- Installing firewalls and intrusion detection and prevention systems and actively monitoring them, especially for unauthorized or suspicious Internet connections.
- Changing the default login names and passwords on routers, firewalls and other network equipment and software.
- Employing advanced authentication techniques for user logins (e.g., two-factor authentication).[11]
- Holding passwords to complexity requirements,[12] not using the login and password for your financial institution on any other website or software, regularly changing passwords and not allowing the computer or web browser to save login names or passwords.
- Using a wired rather than wireless network for financial transactions, whenever possible.

Online banking best practices include:

- Monitoring bank accounts on a timely basis for unauthorized or suspicious activity and reporting any suspicious activity immediately.
- If possible, using a virtual machine on a single dedicated computer with an Internet Protocol (IP) address that is pre-registered with the financial institution.
- Never accessing the bank's website from a public computer or from an unprotected mobile device.
- Setting up and using a non-administrative user account on the computer.
- Checking with your bank about enabling alerts and other security measures that may be available such as blocking wire transfers to other countries and requiring the verification of transactions over certain amounts, possibly through callbacks, emails or text alerts.
- Providing information security awareness training to educate users on safe computing practices, such as being suspicious of emails and text messages purporting to be from their bank or a government agency, avoiding visiting untrusted websites, not following links provided by untrusted sources or opening suspicious email which appears to be from trusted sources.
- Ensuring that users know what the bank's website looks like and what questions are asked to verify their identity.[13]
- Erasing the web browser cache, temporary Internet files, cookies and history after each online banking session so that if the system is compromised, that information will not be on the system to be stolen by an attacker or malware program.
- Typing the bank's website address into the Internet browser's address bar every time because email and search engine links may not be secure.
- Checking that the session is secure before undertaking any online banking.[14]
- Logging out of all banking websites and closing the browser window.[15]
- Turning off or disconnecting the computer from the Internet by unplugging the modem or ethernet/ DSL cable when finished.[16]
- Entering into written agreements with banks that address and control electronic or wire transfers appropriately.

In addition to addressing the risks of online banking through a combination of technical and non-technical controls, local governments should also discuss the risks with their insurance provider. As the number of instances of such things as cyberfraud and identity theft increases, insurers are actively looking for ways to help their clients manage these risks.

Lockboxes

Lockbox services are provided by a bank or trust company via a contract, in which the bank or trust company receives and processes paper-based payments for you. Lockboxes are convenient and not just for larger organizations. Even the smallest local government can benefit from using this type of service. Lockbox services have become a common banking service and most areas typically have multiple banks and companies competing for lockbox accounts.

The lockbox process is convenient, efficient and can help to segregate the collection duties from the billing and reconciliation functions.

Lockbox services may be used for the collection of real property taxes, special assessments and water and sewer rents. This process would usually involve giving a master file, such as a copy of the tax roll, to the collecting agent (bank). The bank would collect the amounts due, record them as received on the master file and deposit the amounts in your bank account.

A lockbox system is designed to:

- Speed up the processing of payments
- Provide timely information to update accounts receivable records
- Speed up the availability of funds and provide faster access to cash
- Eliminate preparation of bank deposit slips and trips to the bank
- Provide segregation of duties
- Provide added reporting capabilities
- Smooth out the work flow and possibly save on overtime or seasonal employee costs during peak collection periods, i.e., tax collection.

The lockbox process is convenient, efficient and can help to segregate the collection duties from the billing and reconciliation functions. Constant monitoring is very important. If you opt to use a lockbox service, you must ensure that the bank or trust company is properly performing those functions in accordance with statutory requirements[17] and that adequate internal controls are in place at the bank or trust company to safeguard sensitive and confidential data, protect the public's assets and provide assurance that transactions are completely and accurately accounted for. For example, you should perform frequent reconciliations to ensure that the master file minus the amounts collected (and deposited) equals the unpaid amounts to date. You should also ensure that the contract you have with the bank or trust company addresses the process details. In addition, the bank or trust company that is depositing your funds should be designated as an official depository of your local government.

Accepting Credit and Debit Cards

Credit and debit card usage is a common and frequent means for many to conduct financial transactions. If your governing board determines that it is in the public's interest to accept payments by credit and debit card, then the decision to accept these type of payments should be formally approved by a resolution of the governing board and documented in the minutes. The guidelines for accepting credit and debit card payments should be detailed in a written policy.

Your local government can enter into an agreement with one or more financing agencies or card issuers for the acceptance of various payments by credit and debit card.[18] The contract between your local government and the financing agency or card issuer must be awarded in compliance with your procurement policies and procedures.[19] There are advantages and disadvantages to accepting credit and debit cards, which you will need to weigh when deciding whether or not to accept them.

Some of the benefits of accepting payments by credit and debit cards include:

- Increased certainty of collection
- Accelerated payments and availability of funds
- Enhanced customer convenience
- Reduced return check processing costs.

Costs Involved – There are usually transaction fees (service costs) and administrative fees (equipment and personnel costs) involved in processing credit and debit card transactions. Often, local governments struggle with justifying the payment of fees to the financing agency or card issuer for the credit and debit card transactions. Your governing board can opt to charge a service fee to the cardholder. The amount of the service fee is limited to the amount of the costs incurred by the local government in connection with the credit and debit charge. You should use a competitive procurement process to secure the lowest fee possible to minimize the financial impact to the citizens and your local government.

There are advantages and disadvantages to accepting credit and debit cards, which you will need to weigh when deciding whether or not to accept them.

There is also a State contract, which is part of a program known as Electronic Value Transfer (EVT),[20] for accepting credit and debit cards. The EVT contract offers centralized service contracts for payment processing and the necessary equipment and software to support these services. Included in the contract are several nationally recognized credit and debit cards. The EVT contract is most likely available to you for accepting credit and debit cards and should be considered when evaluating the costs involved.[21]

Types of Payments to Accept – You should consider whether you want to accept credit and debit card payments for mandatory charges (such as property taxes and sewer rents) and/or for discretionary charges that citizens elect to pay (such as recreation fees). Credit and debit cards may be accepted for the payment of fines, civil penalties, rents, rates, taxes, fees, charges, revenues, financial obligations or other amounts, including penalties, special assessments or interest, owed to the local government.[22] Accepting credit cards for mandatory charges will not necessarily increase the amount of revenue received, but it may speed up the actual receipt of those revenues. On the other hand, accepting them for discretionary charges might facilitate additional collection of such charges.

Accepting credit cards for mandatory charges will not necessarily increase the amount of revenue received, but it may speed up the actual receipt of those revenues.

Whatever decision you make, among other things, you must have a credit and debit card acceptance agreement with your financing agency or card issuer, and you should also have policies and procedures in place to accept and process the credit and debit card payments on-site.

Accepting Payments via Your Municipal Website

Local governments are also authorized to accept payments of penalties, rents, rates, taxes, fees, interest or other charges through their municipal website or the website of a third-party vendor that has contracted with the local government to receive such payments on its behalf.[23] Payments can be accepted via these websites in the "manner and condition" defined by your local government. As such, your local government has the discretion to reasonably determine the manner in which payments will be accepted, such as by credit and debit cards or electronic funds transfer. However, the municipal or third-party vendor website cannot be the sole method of payment.

Cash Transfer Applications – Local governments can use third-party cash transfer applications (e.g., Paypal, Square, Stripe, Venmo) to accept payments. When this type of application is used, internal controls and best practices related to working with third-party vendors, including a service level agreement, should be established whenever possible. Local governments should clearly indicate the name of their account, so residents can confirm payments are sent to the proper recipient. Officials should also establish a policy that prohibits sending unsolicited emails with account information or links to the payment site, as a way to minimize the success of possible phishing attempts.

Cash Donation Applications – Local governments should avoid using crowdsourcing or crowdfunding applications (e.g., Fundly, GoFundMe, IndieGoGo, Kickstarter). These types of applications are commonly used to collect donations and, when used in that context by a local government, would be considered improper in accordance with GML. However, private civic groups, rather than the local government itself, could solicit donations, and the money collected could be accepted by the local government as a gift.[24] Links to donation collections on a crowdfunding page should not be posted on any of the local government's websites or social media.

Local governments providing online payment capabilities are required to comply with certain provisions of the New York State Technology Law and related regulations, and must, at a minimum, authenticate the identity of the sender and ensure the security of the information transmitted. Also, if your local government accepts payments of taxes on a municipal or third-party vendor website, you must provide a confirmation page, which at least includes the transaction date and amount paid, a unique confirmation number and a notice to the taxpayer to print out and retain the confirmation page as a receipt. Online payments may result in increased collections of certain charges, such as real property taxes by individuals who live outside of the area.

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Remote Deposit Capture

Remote deposit capture (RDC) generally is a service that allows you to scan checks that you receive into your computer or cash register and to transmit the scanned images electronically to your depository, causing your account to be credited. The basic requirements for an RDC service include a computer, an Internet connection, a check scanner and a service provider such as your current depository.

To use RDC you simply load checks into your scanner, which takes a picture of each check and reads the check information. The scanned checks are balanced to create a digital deposit. This digital deposit is then transmitted (over a secure Internet connection) to your RDC bank, who accepts the deposit and posts the deposit to your account.

The benefits of using RDC can include:

- Convenience
- Better deposit availability
- Reduced transportation cost and risk of lost checks
- Enhanced cash flow.

There are potential risks in using RDC. Because the checks you receive are not physically transferred to the bank, you may now be responsible for ensuring RDC scanned items are processed only once. These items could easily be scanned or deposited again in error. Also, it is possible that you will become responsible for safeguarding and eventually destroying checks in accordance with legal requirements. You should work closely with your RDC depository and consult legal counsel on how to appropriately address these risks and any additional potential liability. You should have written procedures that specifically address these concerns. Such procedures should include:

The benefits of using RDC can include convenience; better deposit availability; reduced transportation cost and risk of lost checks; and enhanced cash flow.

- How to identify if a check has been scanned
- Where to securely store scanned checks
- How long to hold on to scanned checks before destroying them
- How to properly destroy scanned checks once the requisite timeframe has expired.

Check Images

Many banks have ended the practice of returning original canceled paper checks to their customers. In place of canceled checks, your bank probably has asked you to accept some other record of checks charged to your account. The form of documentation you receive is based on your agreement with your bank. It is important that you set up your service agreement with the bank to receive the information you need for your operations. Most likely you are receiving one of the following:

You can accept these electronic images of your checks in lieu of statutory requirements for canceled checks upon authorization by your governing board.

- **Statements of Check Images** – Statements showing images of the fronts and backs of canceled checks. Normally, each statement will display multiple check images.
- **Electronic Check Images** – Compact discs (CDs) containing images of the fronts and backs of canceled checks or online access via the Internet to allow viewing (and printing) of the fronts and backs of the canceled checks.

You can accept these electronic images of your checks in lieu of statutory requirements for canceled checks upon authorization by your governing board.[25] Also remember that if the bank provides you with electronic images, the check image must show both sides of the check and should show the magnetic ink character recognition (MICR)[26] line for bank reconciliation and auditing purposes.

Electronic Signatures

It is often unreasonable to expect the chief fiscal officer, treasurer or other custodian of public funds to hand sign each and every check that your local government issues. Even though electronic or facsimile signatures are commonly used today, it is still important that access to these signatures be controlled. We have issued several audit reports[27] that detail how the cash custodian gave up rights to affix his or her signature on checks and exposed the local government to a higher risk of fraud.

Even though electronic or facsimile signatures are commonly used today, it is still important that access to these signatures be controlled.

When either a digital or facsimile signature is authorized by law and is used, it is important that the custodian of the funds (i.e., treasurer or town supervisor) guard his or her signature from unauthorized use at all times.

Weak controls over signature authority increase the risk that unauthorized individuals may disburse funds for improper purposes.

The following are basic controls that could be used to safeguard the signature of the cash custodian.

- If the signature is part of software that generates a signature on checks, the process that affixes the signature should be password protected. That password should only be known by the cash custodian, and he or she should enter it when needed.
- If a third party prepares your checks for disbursement (e.g., a payroll company or a BOCES), the checks should be returned to the cash custodian for the signature process.
- If the signature is affixed by a plate placed in a check signing machine, it should be under the direct control and supervision of the cash custodian at all times. The signature plate should not be handed out freely or be accessible to employees.

Check Fraud Protection Practices

An effective check fraud prevention tool is a "positive pay" system. This type of system is an automated check matching service offered by most banks that compares checks issued with checks presented for payment. The bank compares the account number, check number and dollar amount of checks presented for payment against the list of checks authorized and issued by you. If your depository receives a check that does not match the information in your record, it identifies it as an exception item. You should instruct your depository to return all nonconforming items (exceptions) as the default procedure. This will give you an opportunity to review unmatched checks within the return item timeframe specified by your depository. Ensure that a clear policy exists to segregate staff approving "positive pay" exceptions and staff initially preparing the checks.

It is also a good idea to maintain tight check security – store checks, check reorder forms, canceled checks (or check images) and signature plates under lock and key.

For those governments with a relatively small check volume, a "reverse positive pay" system could be considered instead. This service provides you with a daily checks paid information report that can be matched against your internal check issue file. You would download the list of paid checks from the bank and compare them to your list of issued and authorized checks.

Both services allow you to make payment/no payment decisions and can help protect you against possible check fraud. However, neither service is foolproof, nor will a bank give you a warranty against all check fraud losses.

It is also a good idea to maintain tight check security – store checks, check reorder forms, canceled checks (or check images) and signature plates under lock and key. Restrict employee and cleaning crew access, examine new checks when they arrive, keep check boxes sealed until needed and maintain a check log/inventory.

Conclusion

As new electronic technologies continue to emerge in the commercial sector, they will certainly migrate to government as well. Our laws and our internal controls will need to adapt and embrace these new technologies as they will provide opportunities for increased efficiency and cost reductions in the processing of financial transactions, as well as new opportunities for fraud.

We encourage local officials to consider the cash management technologies discussed in this guide when they are appropriate for the size and complexity of their operations. Before implementing any of these technologies, the governing board should be provided with objective information regarding the risks, costs and benefits of these services. Legal counsel should review all agreements with service providers to ensure that your rights and assets are adequately protected.

We encourage local officials to consider the cash management technologies discussed in this guide when they are appropriate for the size and complexity of their operations.

The Office of the State Comptroller would be pleased to assist you with any questions you may have regarding the information contained in this guide. The addresses and telephone numbers of our regional offices are located at the end of this publication.

Resources

- *Information Technology Governance* Local Government Management Guide
  https://www.osc.ny.gov/files/local-government/publications/pdf/information-technology-governance.pdf
- *Ransomware* Local Government Management Guide
  https://www.osc.ny.gov/files/local-government/publications/pdf/ransomware.pdf

New York State Office of General Services

- State Contracts
  https://ogs.ny.gov/procurement/ogs-centralized-contracts-list
- Electronic Value Transfer Administrator
  https://ogs.ny.gov/procurement/electronic-value-transfer-evt-services-contracts

New York State Chief Information Security Office (CISO)

- **https://its.ny.gov/ciso/local-government**

Notes

[1] In this guide, the term "local governments" generally refers to all municipal corporations (counties, cities, towns and villages), school districts and boards of cooperative educational services (BOCES), district corporations (e.g., fire districts), special improvement districts governed by a separate board of commissioners and public libraries.

[2] See *The Practice of Internal Controls* Local Government Management Guide for additional internal control considerations at **www.osc.ny.gov/files/local-government/publications/pdf/practiceinternalcontrols.pdf**

[3] New York State General Municipal Law (GML), Section 5-a, authorizes officers to disburse or transfer funds in their custody by means of electronic or wire transfer.

[4] The written agreement must indicate the manner in which electronic or wire transfers will be made, identify by name and number those accounts from which electronic or wire transfers may be made, identify which officer(s) is authorized to order an electronic or wire transfer of funds and implement a security procedure as defined in Uniform Commercial Code, Section 4-A-201. This latter requirement includes a procedure established by agreement with the bank for the purpose of verifying that a payment order is that of the local government and detecting errors in transmission or the content of the payment order.

[5] GML, Section 5-a

[6] GML, Section 5-a

[7] Phishing attacks use fake email messages or other techniques, sometimes pretending to represent a bank, to trick you into providing personal or financial information. The email requests information such as name, password and account number and provides links to a fake website.

[8] Malware is malicious software (i.e., ransomware, viruses, Trojans, spyware, rootkits and worms) that typically is installed without the user's knowledge or consent. Such software is specifically designed to harm computer systems and electronic data, often by deleting files, gathering sensitive information or making systems inoperable. The different types of malware can capture keystrokes for login information, monitor and capture other data to authenticate identity, generate web pages that appear to be legitimate and hijack a browser to transfer funds without the user's knowledge.

[9] Pharming involves the installation of malicious code on a computer and can take place without any conscious actions on the part of the user. For example, a user opens an email or email attachment that installs malicious code and later redirects the user to a fake website that closely resembles the user's bank site. Information provided while on the fake website is visible to an attacker.

[10] See the MS-ISAC Security Primer – *Online Banking Safety*, issued March 2017 **www.cisecurity.org/wp-content/uploads/2017/03/Security-Primer-Online-Banking.pdf**.

[11] Typically, two-factor authentication is a sign-on process where a person proves their identity with two of the three methods: something you know (e.g., username and password or PIN), something you have (e.g., smartcard or token) or something you are (e.g., fingerprint or iris scan).

[12] Passwords should contain an uppercase character, a lowercase character, a numeric character and a special character (e.g., %, #, @) and should not include the use of names or words that can be easily guessed or identified using a password-cracking mechanism. They should also be at least eight characters in length.

[13] A vigilant user can sometimes spot a fake bank website by noticing slight modifications to the bank's standard page – for example, extra security questions, bad grammar, misspellings, a fuzzy or older logo or a change in the location of each feature.

Notes

[14] Users should check whether the website accessed for online banking starts with https:// instead of http://. The "s" indicates a secure connection. The connection uses the secure sockets layer (SSL) protocol to encrypt data between the user's computer and the bank's server.

[15] It is important to log off completely from Internet banking websites. Simply closing the browser window or tab used to perform the transaction may not close the banking session. If the computer became infected or compromised, the user's session could be taken over by an attacker or malware program and then used to perform unauthorized financial transactions without the user's knowledge.

[16] Shutting down the computer when it is not in use can limit exposure to malware. Contrary to popular belief, not all cyberfrauds require the user to take an action such as opening a malicious email attachment or visiting a malicious website.

[17] Real Property Tax Law, Section 996; GML, Section 99-t

[18] Pursuant to the authority in GML, Section 5

[19] GML, Section 104-b

[20] The New York State Office of General Services is the State's EVT administrator. More information on this program can be found at: **https://ogs.ny.gov/procurement/electronic-value-transfer-evt-services-contracts**.

[21] To the extent authorized by law (such as GML, Sections 5 and 5-b), local governments and school districts may use this State contract.

[22] GML, Section 5

[23] GML, Section 5-b

[24] See Opinions of the New York State Comptroller, Nos. 1978-256 and 1980-768.

[25] GML, Section 99-b[2]

[26] A MICR line contains information that can be useful during the audit process such as the bank routing number, bank account number, check number, check amount and other information printed near the bottom of the check in magnetic ink. Examination of the MICR line can disclose errors that occurred during the check-cashing process or possible irregularities.

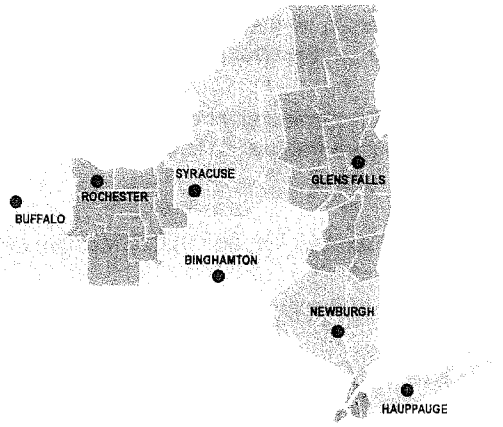
[27] Examples include: Madison County (2019M-142), Patchogue-Medford Public Library (2019M-126), Town of Benson (2019M-54) and Cortland County (2018M-247). OSC audit reports can be found on our website: **https://www.osc.ny.gov/local-government/audits.**

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Local Government and School Accountability Help Line • 866.321.8503 or 518.408.4934
(Electronic Filing, Financial Reporting, Justice Courts, Training)

Division of Legal Services
Municipal Law Section • 518.474.5586

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Updated December 2021

Town of Duanesburg
Wire Transfer and Online Banking Policy
Developed for General Municipal Law Section 5-a

Purpose

The Town Board of Duanesburg recognizes that the processing of financial transactions electronically is increasing. Receipts and disbursements can be processed via electronic funds transfer. Following a detailed policy and procedures is important to process electronic transactions.

This policy will expedite the processing of transactions and will allow for effective monitoring of accounts, cash flow, and transactions.

Definitions

The policy provides instructions to officers and staff regarding investing, monitoring, and reporting "funds of the government."

1) **Electronic Funds Transfer (EFT)** - refers to moving funds electronically to and from different bank accounts.

Policy

I. Authorized Online Banking and EFT Activities

The Town Board of Duanesburg authorizes the use of online banking for receipts and disbursements generally and electronic fund transfers only for the transmittal of tax payments. Any physical check or electronic transfer in excess of fifty thousand ($50,000) Dollars must be approved by two Town officials.

II. Authorization

The Town Board of Duanesburg authorizes the following officers and employees to initiate, approve, transmit, record, review and reconcile electronic transactions: Town Clerk, Town Bookkeeper. The electronic transactions will be reviewed and reconciled every five (5) business days.

Authorization of electronic transactions shall be overseen by a different individual than the individual who oversees the transmitting of the electronic transactions. Additionally, the recording function will be placed with an individual who does not have either approval or transmitting duties. All wire transfers must be recorded, documented and reported to the Town Supervisor. The bank or trust company must provide the officer requesting the transfer written confirmation of the transaction no later than the business day following the day on which the funds were transmitted.

All payments made using electronic funds transfer must comply with applicable laws, regulations and internal control policies of the Town Board of Duanesburg.

III. Online Banking

Online Banking services will be provided to the Town Board of Duanesburg by NBT Bank. Online banking services will allow for transfers between bank accounts and monitoring of balances and cash flow.

In order to address the security concerns connected to online banking services, all electronics used for online banking will have current antivirus, anti-spyware, and malware and adware detection software. New and updated software will continue to be added as necessary. All passwords and login names will comply with complexity requirements and will not be used on any other software.

Online bank accounts will be monitored at least weekly and any suspicious activity will immediately be reported to the supervising officer.

Users will be provided with information security awareness training to educate these individuals on safe computing practices.

All banks providing online banking services to the Town Board of Duanesburg will provide written agreements that address and control these online services, including electronic or wire transfers.

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Thursday, October 23, 2025 12:49 PM
To: Burnham, Jessica; Dickey, Ryan; Smith, Jennifer; Stark, Monica; Donohue, Daniel; Norton, Christine; Sherman, Carla
Cc: Elmen, Larry
Subject: Draft E-banking Policy
Attachments: UCC 4A-201.pdf; NYS GML 5-a.pdf; NYS GML 10.pdf; Draft e-Banking Policy 25.10.23.docx

Attached please find a draft E-baking policy per our discussions of this date. Also attached are the UCC 4A-201, NYS GML 5-a and NYS GML 10.

Carla: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed.

Team Christine: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed. Additionally, please provide copies of any banking agreements you may currently be operating under.

I will send a Doodle meeting Request under separate email for next week.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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§ 4A-201. SECURITY PROCEDURE.

" Security procedure " means a procedure established by agreement of a customer and a receiving bank for the purpose of (i) verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or (ii) detecting error in the transmission or the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer is not by itself a security procedure.

‹ PART 2. ISSUE AND ACCEPTANCE OF PAYMENT ORDER Up § 4A-202. AUTHORIZED AND VERIFIED PAYMENT ORDERS. ›

NY CLS Gen Mun § 5-a

Current through 2025 released Chapters 1-430

New York Consolidated Laws Service > General Municipal Law (Arts. 1 — 20) > Article 2 General Municipal Finances (§§ 3 — 25)

§ 5-a. Electronic or wire transfers

1. Notwithstanding any other law to the contrary, whenever an officer of a local government, as that term is defined in *section ten* of this article, is authorized or directed pursuant to law to disburse or transfer on behalf of the local government funds in the custody of the officer, that officer shall be authorized to disburse or transfer such funds by means of electronic or wire transfer. Such disbursement shall be otherwise subject to applicable laws, provided that:

(a) the governing board of the local government has entered into a written agreement with the bank or trust company in which such funds have been deposited, prescribing the manner in which electronic or wire transfer of such funds shall be accomplished, identifying by number and name those accounts from which electronic or wire transfers may be made, identifying which officer or officers are authorized to order the electronic or wire transfer of funds from those accounts, and implementing a security procedure as defined in section 4-A-201 of the uniform commercial code; and

(b) the bank or trust company processing the transfer shall provide to the officer ordering the electronic or wire transfer of funds written confirmation of each such transaction no later than the business day following the day on which the funds are transmitted.

2. It shall be the duty of the governing board of the local government to adopt a system of internal controls for the documentation and reporting of all transfers or disbursements of funds accomplished by electronic or wire transfer.

History

Add, *L 1996, ch 140, § 14*, eff June 11, 1996; amd, *L 1998, ch 469, § 9*, eff July 22, 1998.

Annotations

Notes

Editor's Notes:

Laws 1996, ch 140, § 24, eff June 11, 1996, provides as follows:

§ 24. This act shall take effect immediately and shall apply to all budgets which are adopted after the date on which it shall have become a law.

Prior Law:

Former § 5-a, add, L 1939, ch 221, § 1; repealed, L 1943, ch 712, § 3, eff Sept 2, 1945, with substance covered by *Local Finance Law § 23.00*, *53.00* and *100.00*.

In New York, municipalities are authorized to conduct wire transfers of funds under specific regulations. According to , NY CLS Gen Mun § 5-a. a municipal officer may disburse or transfer funds via electronic or wire transfer if the governing board of the municipality has entered into a written agreement with the bank or trust company holding the funds. This agreement must outline the procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate these transfers, and implement a security procedure as defined in section 4-A-201 of the Uniform Commercial Code. Additionally, the bank or trust company must provide written confirmation of each transaction to the officer who ordered the transfer no later than the next business day . NY CLS Gen Mun § 5-a.

Furthermore, the governing board of the municipality is required to adopt a system of internal controls to document and report all electronic or wire transfers. This ensures accountability and compliance with applicable laws . NY CLS Gen Mun § 5-a.

Wire transfers in New York are also governed by Article 4-A of the Uniform Commercial Code, which establishes a comprehensive framework for electronic funds transfers, including the rights and obligations of all parties involved. This framework emphasizes speed, efficiency, and finality in the transfer process . U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754, Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242.

Content supporting AI-generated response:

A NY CLS Gen Mun § 5-a | NY - New York Consolidated Laws Service | Codes | New York

I U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Mar 8, 2023

A Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Jul 14, 2016

§ 10. Deposits of public money; security

1. For purposes of this section:

a. "Local government" shall mean any municipal corporation, school district, board of cooperative educational services, district corporation, special improvement district governed by a separate board of commissioners, industrial development agency or authority or a public library.

b. "Public funds" shall mean funds of a local government.

c. "Public deposits" shall mean deposits of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for actually and finally collected funds under the bank's or trust company's account agreement or policies.

d. "Bank" shall mean a bank as defined by the banking law or a national banking association located and authorized to do business in New York.

e. "Trust company" shall mean a trust company as defined by the banking law and located and authorized to do business in New York.

f. "Eligible securities" shall mean any of the following:

(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by this state, obligations issued by a municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than this state) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the four highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are pledged.

(xi) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".

g. "Eligible surety bond" shall mean a bond executed by an insurance company authorized to do business in this state, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

h. "Eligible letter of credit" shall mean an irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is incompliance [in compliance]* with applicable federal minimum risk-based capital requirements.

2.

a.

(i) The governing board of every local government shall designate one or more banks or trust companies for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or any other officer authorized by law to make deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositaries. Such resolution shall specify the maximum amount which may be kept on deposit at any time in each such bank or trust company. Such designations and amounts may be changed at any time by further resolution.

(ii) The governing board of a local government that has designated one or more banks or trust companies for the deposit of public funds pursuant to subparagraph (i) of this paragraph may, in its discretion, authorize the designated bank or trust company to arrange for the redeposit of the local government's funds in one or more banking institutions, as defined in *section nine-r of the banking law*, for the account of the local government, through a deposit placement program that meets all of the following conditions:

(A) On or after the date that the local government's funds are received, the designated bank or trust company (I) arranges for the redeposit of such funds into deposit accounts in one or more banking institutions and (II) serves as custodian for the local government with respect to the funds redeposited into such accounts.

(B) Local government funds deposited in a designated bank or trust company in accordance with this subparagraph and held in the designated bank or trust company in excess of the amount insured by the federal deposit insurance corporation pending redeposit of the funds

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*The bracketed words have been inserted by the Publisher.

pursuant to this subparagraph shall be secured in accordance with subdivision three of this section.

(C) The full amount of local government funds redeposited by the designated bank or trust company into deposit accounts in banking institutions pursuant to this subparagraph (plus accrued interest, if any) shall be insured by the federal deposit insurance corporation.

(D) At the same time that the money of the local government is redeposited pursuant to this subparagraph, the selected depository receives an amount of deposits from customers of other financial institutions pursuant to the deposit placement program that are at least equal to the amount of the local government's funds redeposited by the designated bank or trust company.

b. Except as otherwise provided by law, all deposits shall be made to the credit of the local government. The deposit of public funds pursuant to this subdivision shall release the officer making the deposit and his or her surety from any liability for loss of such public funds by reason of the default or insolvency of any such bank or trust company.

c. The governing board of a local government, in which a banking development district has been designated by the superintendent of financial services pursuant to *section ninety-six-d of the banking law*, may designate a bank, trust company or national bank located in such district for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or other officer authorized by law to make such deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositories. Such resolution shall specify the maximum amount which may be kept on deposit at any time with such bank, trust company or national bank located in such district. Subject to an agreement between such governing board and such banking institution, public funds deposited in such banking institution may earn a fixed interest rate which is at or below such banking institution's posted two year certificate of deposit rate. In those instances where there is such an agreement, its terms and conditions shall also be specified in the resolution. Any such designation, amount, or agreement provisions may be changed at any time by further resolution.

3. All public deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as now or hereafter amended shall be secured in accordance with this subdivision:

a. The officers making a deposit may accept a pledge of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from such officers, or a pledge of a pro rata portion of a pool of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from all such officers within the state at such bank or trust company, together with a security agreement from the bank or trust company. The security agreement and custodial agreement referred to below may be the same agreement including when the bank or trust company holding the public deposits holds the collateral for the public body. The security agreement shall provide that such eligible securities or pro rata portion of a pool of eligible securities are being pledged by the bank or trust company as security for the public deposits, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposit upon a default. It shall also provide for the conditions under which the securities or pro rata portion of a pool of eligible securities held may be sold, presented for payment, substituted or released and the events of default which will enable the local government to exercise its rights against the pledged securities. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. The custodial agreement shall provide that the pledged securities or pro rata portion of a pool of eligible securities will be held by the custodial bank or trust company as agent of, and custodian for, the local government, and will be kept separate and apart from the general assets of the custodial bank or trust company and it shall also provide for the manner in which the custodial bank or trust company shall confirm the receipt, substitution or release of the collateral. Such agreement shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and the substitution of collateral when a change in

the rating of a security causes ineligibility pursuant to paragraph f of subdivision one of this section. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. Such agreement may also contain such other provisions as the governing board may deem necessary.

b. Whenever eligible securities delivered to a custodial bank or trust company pursuant to this paragraph are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of such obligations, the records of the custodial bank or trust company shall show, at all times, the interest of the local government in such securities or pro rata portion of a pool of eligible securities as set forth in the security agreement.

c.

(i) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may accept an eligible surety bond payable to such local government as security for the payment of one hundred percent, or an eligible letter of credit payable to such local government as security for the payment of one hundred forty percent, of the aggregate amount of public deposits from such officers and the agreed upon interest, if any. The terms and conditions of any eligible surety bond shall be approved by the governing board.

(ii) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.

d. For purposes of determining the market value of securities as required by this subdivision:

(i) The eligible securities described in subparagraphs (viii), (x) and (xi) of paragraph f of subdivision one of this section shall be valued at eighty percent of their market value.

(ii) The eligible securities described in subparagraph (ix) of paragraph f of subdivision one of this section shall be valued at seventy percent of their market value.

(iii) Of the eligible securities described in subparagraphs (v), (vi) and (vii) of paragraph f of subdivision one of this section, those securities rated in the highest category shall be valued at one hundred percent of their market value; those securities rated in the second highest rating category shall be valued at ninety percent of their market value; and those securities rated in the third highest rating category shall be valued at eighty percent of their market value. When two nationally recognized statistical rating organizations rate a security in two different categories, the security shall be considered to be rated in the higher of the two categories.

4.

(a) Notwithstanding any other provision of law to the contrary, the chief fiscal officer, or other officer authorized by law to make deposits, may, subject to the approval of the governing body of a local government, by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company as provided in this section.

(b) The entrusting of public funds for deposit pursuant to paragraph (a) of this subdivision shall release the officer entrusting the public funds to the courier service and his or her surety from any liability for loss of such public funds by the courier service in the process of delivering such public funds to the designated bank or trust company.

(c) The local government authorizing the deposit of public funds by a courier service pursuant to paragraph (a) of this subdivision shall require the courier service to obtain a surety bond for the full

amount entrusted to the courier, payable to the local government and executed by an insurance company authorized to do business in this state, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public funds entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier.

(d) A deposit made by a courier on behalf of a local government shall be deemed to be a deposit made by the chief fiscal officer or other officer entrusting such funds for purposes of the requirements contained in this section for securing public deposits.

(e) A bank or trust company may, from time to time and as agreed upon with a local government, reimburse all or part of, but not more than, the actual cost incurred by the local government in transporting cash, negotiable instruments or other items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the department of financial services or other federal or state authority.

History

Add, *L 1992, ch 708, § 12*; amd, *L 1992, ch 708, § 43*; *L 1993, ch 356, § 1*, eff Oct 19, 1993; *L 1996, ch 619, § 1*; *L 1997, ch 204, § 2*, eff Jan 1, 1998; *L 1997, ch 234, § 1*, eff Sept 4, 1996; *L 1998, ch 623, § 1*, eff Oct 20, 1998; *L 2002, ch 615, § 1*, eff Oct 2, 2002; *L 2005, ch 545, § 2*, eff Aug 23, 2005; *L 2011, ch 62, § 104* (Part A), eff Oct 3, 2011; *L 2012, ch 128, § 1*, eff July 18, 2012; *L 2018, ch 424, § 1*, effective January 1, 2019.

Annotations

Notes

Prior Law:

Former § 10, add, L 1954, ch 465, § 1; repealed, *L 1992, ch 708, § 12*, eff Nov 28, 1992.

Prior § 10, add, L 1909, ch 29; amd, L 1910, ch 129, L 1915, ch 382, L 1934, ch 223, L 1935, ch 234, § 1; repealed, L 1943, ch 712, § 3, with substance covered by Local Finance Law Article 2, Title 5 and § 163.00.

Editor's Notes:

Laws 1992, ch 708, §§ 44 **and 45,** eff Nov 28, 1992, provide as follows:

§ 44. The state comptroller shall provide a model investment policy for local governments pursuant to *section 39 of the general municipal law* and model security and custodial agreements for local governments pursuant to *section 10 of the general municipal law*. It is the intent of the legislature that such model policy and agreements shall provide information and assistance to local government officials who are formulating local policies and agreements. The provision of such model policy and agreements by the comptroller shall not be construed as a mandate upon local governments to adopt identical policies and agreements.

§ 45. This act shall take effect on the one hundred twentieth day after it shall have become a law, provided that section forty-three of this act shall take effect June 4, 1997; and provided, however, that the amendments to the opening paragraph of subdivision 2 of *section 11 of the general municipal law*, made by section thirteen of this act and the opening paragraph of paragraph b of *section 165.00 of the local finance law*, made by section twenty-six of

this act shall not affect the expiration and reversion of such provisions as provided in chapter 680 of the laws of 1976, as amended. (Amd, L 1995, ch 109, § 1, L 1996, ch 6, § 1, L 1996, ch 70, § 1, L 1996, ch 152, § 1, L 1997, ch 13, § 1, L 1997, ch 27, § 1, L 1997, ch 67, § 1, eff May 21, 1997, deemed eff May 21, 1997.).

Laws 1993, ch 356, § 38, eff Oct 19, 1993, provides as follows:

§ 38. This act shall take effect on the ninetieth day after it shall have become a law provided, however, that sections twenty-one and twenty-nine of this act shall take effect one year after the date on which this act shall have become a law; provided, further, that subdivision 13 of *section 854 of the general municipal law*, as amended by section three of this act and subdivision 10 of *section 1951 of the public authorities law*, as amended by section nineteen of this act, shall take effect immediately and provided further that subdivision 15 of *section 858 of the general municipal law*, as added by section seven of this act, subdivision 14 of *section 1953 of the public authorities law* as added by section twenty-three of this act and subdivision 14 of *section 2306 of the public authorities law* as added by section thirty-one of this act shall take effect on January 1, 1994; provided further however that the provisions of section fifteen of this act shall remain in full force and effect until the end of calendar day January 31, 2008, and provided further that the last four sentences of the opening paragraph, the second undesignated paragraph and the first sentence of the third undesignated paragraph of *section 1953 of the public authorities law*, as added by section twenty-two of this act and the second and third undesignated paragraphs and the first sentence of the fourth undesignated paragraph of *section 2306 of the public authorities law*, as added by section thirty of this act shall remain in full force and effect until the end of calendar day January 31, 2008 when upon such date the provisions of the opening paragraph of *sections 1953 and 2306 of the public authorities law* shall revert to and be read as set out in law on the date immediately preceding the effective date of this act and provided further that section 5 of chapter 905 of the laws of 1986, as amended by section thirty-five of this act, shall take effect immediately and shall be deemed in full force and effect on and after July 1, 1993; provided further, however, that this act shall not apply to projects for which an agency, through the issuance of its bonds, execution of leases, or the passage of an inducement resolution or bond resolution, has authorized any assistance prior to the date on which this act shall have become a law whether or not such projects are thereafter modified; provided further, however, that nothing contained herein shall be deemed to affect the application, qualification, expiration or repeal of any provision of law amended by any section of this act and such provisions shall be applied or qualified or shall expire or be deemed repealed in the same manner, to the same extent and on the same date as the case may be as otherwise provided by law. (Amd, L 1993, ch 357, § 15, L 1996, ch 254, § 2, L 1996, ch 278, § 2, L 1996, ch 305, § 2, L 1996, ch 307, § 2, L 1996, ch 309, § 460, L 1997, ch 444, § 5, L 1999, ch 444, § 3, L 2002, ch 112, § 2, L 2005, ch 159, § 2, L 2006, ch 142, § 2, L 2007, ch 381, § 2, eff July 26, 2008.).

Laws 1996, ch 619, § 1, eff Sept 4, 1996, provides as follows:

§ 2. This act shall take effect immediately; provided, however, that the amendment made to *section 10 of the general municipal law* by this act shall survive the expiration of such section as provided in chapter 708 of the laws of 1992, as amended.

Laws 1998, ch 623, § 8, eff Oct 20, 1998, provides as follows:

§ 8.This act shall take effect immediately; provided, however, that every local government that participates in a municipal cooperation agreement, which is currently in existence and would be within the definition of a cooperative investment agreement under this act, shall have one year from such effective date to execute those amendments necessary to comply with the requirements of sections four, five, and six of this act, and until the expiration of that year, nothing in this act shall affect the validity of any municipal cooperation agreement authorizing cooperative investments; provided further that, for purposes of complying with sections two, three and five of this act, any obligation owned by a local government on May 1, 1998, or held on May 1, 1998 pursuant to a municipal cooperation agreement that would be within the definition of a cooperative investment agreement under this act, that provides for the adjustment of its interest rate on set dates shall be deemed to mature on the date on which the interest rate resets; and provided further that, for purposes of complying with section six of this act, contracts for professional services procured on behalf of an existing municipal cooperation agreement that would be within the

definition of a cooperative investment agreement under this act shall be awarded pursuant to a request for proposal process upon the expiration of existing contracts or thirty months from the effective date of this act, whichever occurs earlier, provided that the amendments to subdivision 3 of *section 11 of the general municipal law* made by section two of this act shall be subject to the expiration and reversion of such subdivision pursuant to section 7 of chapter 548 of the laws of 1997, as amended, when upon such date the provisions of section three of this act shall take effect.

Laws 2018, ch 424, § 2, eff January 1, 2019, provides:

§ 2. This act shall take effect on the first of January next succeeding the date on which it shall have become a law.

Amendment Notes:

2012. Chapter 128, § 1 amended:

By designating entire sub 2, par (a) as sub 2, par (a), subpar (i).

By adding sub 2, par (a), subpar (ii).

2011. Chapter 62, § 104 (Part A) amended:

Sub 2, par c at fig 1 by substituting "superintendent of financial services" for "superintendent of banks".

Sub 4, par (e) at fig 1 by substituting "department of financial services" for "banking department".

The 2018 amendment by ch 424, § 1, substituted "four" for "two" in 1f(viii).

Notes to Decisions

Expenditures by the Trustees of the Freeholders and Commonalty of the Town of Southampton, New York, did not have to be approved by the Town Board or the Town Comptroller; *N.Y. Town Law § 64* did not transfer control over Freeholders Trust revenue to the Town Board or otherwise render Trust funds "public funds" under this section. *Gessin v Throne-Holst, 134 A.D.3d 31, 20 N.Y.S.3d 367, 2015 N.Y. App. Div. LEXIS 6799 (N.Y. App. Div. 2d Dep't 2015)*, app. dismissed, *26 N.Y.3d 1094, 45 N.E.3d 613, 24 N.Y.S.3d 575, 2016 N.Y. LEXIS 35 (N.Y. 2016)*.

Term "bank" as used in CLS Gen Mun §§ 10 and 11 does not include state or federally chartered savings banks; term "national banking association" under CLS Gen Mun § 10 does not include federally chartered savings banks. *1995 Op St Compt No. 95-12, 1995 N.Y. Comp. LEXIS 9*.

Local government is not required by law to enter into security and custodial agreements identical to models prepared by office of state comptroller. *1995 Op St Compt No. 95-32, 1995 N.Y. Comp. LEXIS 27*.

Town may enter into custodial agreement under which custodial bank will be indemnified for costs, expenses, damages, liabilities, or claims that do not arise out from custodian's own negligence or willful misconduct (15 Opns St Comp 1959, p 37 is a superseded to the extent it may be inconsistent). *1999 Op St Compt No. 99-16, 1999 N.Y. Comp. LEXIS 16*.

Research References & Practice Aids

Codes, Rules and Regulations:

Debt statement form to be used in connection with public sales of bonds by counties, towns, villages and cities having less than 125,000 inhabitants. *2 NYCRR §§ 31.1, 31.2.*

Federal Aspects:

The Federal Deposit Insurance Act, cited in statutory text, appears generally as *12 USCS §§ 1811* et seq.

The Securities Exchange Act of 1934, *15 USCS §§ 78a* et seq.

Hierarchy Notes:

NY CLS Gen Mun

NY CLS Gen Mun, Art. 2

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End of Document

County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses computer and electronic technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country. Internal controls, such as written policies and procedures, authorizations, segregation of duties and monitoring.

The Board of Supervisors hereby authorizes the County Treasurer and/or Their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers and in conformity with the guidelines established by this policy. The County Treasurer and/or Their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors. The County Treasurer is hereby directed to receive notice and review such wire transfers for confirmation of authorization by the Board of Supervisors.

The Board of Supervisors also recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System(EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)
8. NYS Department of Motor Vehicle Licenses and Fees
9. Department of Social Services Disbursements and Funding
10. County Clerk Licenses and Fees
11. Warren County Sheriff Office's Disbursements and Funding

V. PROCEDURES

A. County Auditor Procedures

B. County Treasurer Procedures

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating transfers, only after receiving approval from the Board of Supervisors. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee shall be responsible to ensure that employees with electronic access to bank accounts who leave County employment are properly removed from the accounts, effective with the termination of employment.

VII. MONITORING

The Board of Supervisors shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system includes, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary user for the County's E-banking Activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer is directed to cause to be received an automatic alert for all wire transfers associated with County accounts. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

Rivers, Marilyn

From: Norton, Christine
Sent: Tuesday, October 28, 2025 8:29 PM
To: Matt Montalbo; Corey Sveinsson-Skobel
Cc: Stark, Monica; Rivers, Marilyn; Colvin, Michael
Subject: FW: Management Representation Letter & Final Drafts
Attachments: WC Management Letter - 2024 - Final draft.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Matt – I agree with Monica in that this looks good – thank you! Just a couple of clarifying points that can either be addressed verbally and/or in writing if we agree important enough:

1. Report of payroll exceptions/adjustments by department and reviewed each period for reasonableness by HR, Treasurer OR Admin:
    a. while I agree with this and the final exception review will be conducted by my team, I thought we also discussed having each dept (as a first line of defense and to ensure each Dept Head's 100% accountability for their teams correct time keeping, as well as their ownership of their respective payroll process and the County's standardized time keeping internal controls) review their respective exception reports FIRST, resolve as many as possible and then pass on the corrected time keeping records files to the Treasurer's Dept;
    b. then the Treasurer would review the final report of all remaining exceptions/adjustments for reasonableness...we agreed on this no?
        i. I feel strongly about each employee, dept head owning their own payroll processes and adhering to the Time and Attendance Policy and standardized internal controls...
        ii. I would also like to add that I think exceptions to policy should be in writing and approved by appropriate mngmt (Treasurer and/or HR and/or County Admin).
        iii. LMK if you want to just speak to this or adjust the wording
2. Ongoing review/adjustment of new Time, Attendance & Approval Process – agreed – can you speak to other Counties Treasurer/Fiscal Offices that have an audit function to do just this, as well as audit other key financial, operation and compliance controls across the County, in accordance with County policies, procedures and standardized internal controls? I know Susan Rizzo, Albany Comptroller has an audit function, and while I technically have the ability to audit anything per my role as Treasurer, I am told it's not going to happen...any thoughts/help here w/be appreciated;
3. User Access recommendation: This is already in the works with our Risk Manager and IT Director, as well as all other owners of the key systems that this policy supports.

Thank you!

CVN

From: Matt Montalbo <mmontalbo@dreschermalecki.com>
Sent: Friday, October 24, 2025 4:00 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

Warning: Unusual sender <mmontalbo@dreschermalecki.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi all,

Final draft of the management letter attached based on our meeting. For the payroll exceptions review, we followed the authority designated in the policy approval paragraph.

Please provide any final comments and we will move forward to send the issued version.

Have a great weekend!

Matt

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road, Suite 111
Elma, NY 14059
Tel. +1 716/565.2299 Ext. 7008
Fax +1 716/565.2201

Matthew J. Montalbo
Partner

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, October 10, 2025 4:32 PM
To: Matt Montalbo <mmontalbo@dreschermalecki.com>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

Hi – thanks! I have reviewed and my only comment is that there is no comment regarding the control weakness inherent in exceptions to the policy being left to the discretion of the Dept Heads...which shatters standardization and creates inconsistencies in application across depts...thoughts on how to address this? Will be the same issue for User Access and frankly for all of our P&Ps. This is "left to the discretion of each dept head" is a big push by the County Administrator and Head of HR but is seen as a control weakness by the Risk Mngmt Director (responsible for drafting new P&Ps) and me. Any guidance you can provide here w/b appreciated.

I will discuss the "pre-approval" of OT issue with Monica and my Payroll team again, as the historical perspective has been that this control exists within the Novatime system on a day by day, pay period by pay period basis, as an employee's direct Supervisors (as long as dept head doesn't allow delegation) has to release the OT for payment before a time card can be approved and processed for payment, so theoretically they should know about it and approve it before paid....but more of a detect vs. a prevent control. If reason codes are not given and/or we need to make this a proactive control, I may be able to configure that in the new system via a report that flags requests for OT before actually worked.

We can wait till Monica reviews all on Monday and then set up a time to close 2024 out hopefully later in the week.

Thank much!

Bon Weekend!

CVN

From: Matt Montalbo <mmontalbo@dreschermalecki.com>
Sent: Friday, October 10, 2025 3:46 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

External sender <mmontalbo@dreschermalecki.com>
Make sure you trust this sender before taking any actions.

Hi All,

Please see attached first draft of the Management Letter.

Let us know if you have a chance to review next week and feel free to share any questions or notes.

Have a great weekend!

Matt

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road, Suite 111
Elma, NY 14059
Tel. +1 716/565.2299 Ext. 7008
Fax +1 716/565.2201

Matthew J. Montalbo
Partner

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, October 3, 2025 2:11 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>
Subject: Re: Management Representation Letter & Final Drafts

Hi!! Thanks for picking this up Monica!! I would def like to review D&M's - WC Recommendation Letter - at the same time we review the Financials w the WC Exec Team...and before that happens, we need ample time to review/question. We would also like your opinion on the Time, Attendance & Approval process shared last week and whether or not it meets/mitigates the risks you identified last year!!

Please let us know when we can expect!

Bon Weekend!!

CVN

Get Outlook for iOS

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Friday, October 3, 2025 11:55:55 AM

To: Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: FW: Management Representation Letter & Final Drafts

Hi Corey – what is the next step so Matt can present the FS to the board?

From: Stark, Monica
Sent: Friday, September 26, 2025 12:36 PM
To: 'Corey Sveinsson-Skobel' <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Management Representation Letter & Final Drafts

Corey – please see attached the signed Management Representation Letter and let us know if you need anything else. Thanks.

From: Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Sent: Wednesday, September 24, 2025 2:00 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Matt Montalbo <mmontalbo@dreschermalecki.com>
Subject: Management Representation Letter & Final Drafts

Warning: Unusual sender <csveinsson@dreschermalecki.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon,

Please see attached for final drafts of the County's financial statements, single audit report, and NYS DOT report.

Also attached is the management representation letter. Please print on County letterhead, sign, and scan a copy back to us. Once we receive a signed copy, we will be in a position to issue final reports.

Thanks!
Corey

Corey Sveinsson-Skobel, CPA
Senior Manager

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road Suite 111
Elma, NY 14059
Tel. +1 716/565.2299 Ext. 7016

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DRAFT

August 22, 2025

To Management and the Board of Supervisors
County of Warren, New York

In planning and performing our audit of the basic financial statements of the County of Warren, New York (the "County") as of and for the year ended December 31, 2024, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the County's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.

- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we identified certain matters involving the internal control, other operational matters and future reporting requirements that are presented for your consideration. This letter does not affect our report dated August 22, 2025 on the financial statements of the County. We will review the status of these comments during our next audit engagement. Our comments and recommendations, all of which have been discussed with the appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. Our comments are summarized in Exhibit I.

The purpose of this communication, which is an integral part of our audit, is to describe, for management and those charged with governance, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

DRAFT

August 22, 2025

EXHIBIT I

Payroll and timekeeping policies and procedures

Prior to the completion of our audit, we noted that the County adopted the Warren County Employee Time, Attendance, and Approval Policy (Resolution No. 294 of 2025) to establish uniform protocols covering employee time and attendance recordkeeping. Per review of the policy, we noted it does not clarify specific guidelines or procedures related to employees working overtime specifically what procedures should be followed to obtain pre-approval of overtime, tracking/documentation of the overtime worked and reason codes. Additionally, exceptions or payroll adjustments to standard time and attendance policies should be reviewed for reasonableness.

We recommend that the County continues to review the adopted policy and consider updates to clarify specific overtime procedures and utilization of reason codes. Additionally, we recommend that the County consider incorporating a review process whereby a report of payroll exceptions and/or adjustments is generated by department and reviewed each pay period for reasonableness by the Human Resources, County Treasurer or County Administrator. Lastly, the County should review the new policy periodically to ensure it is implemented and followed by all Departments of the County.

Information Technology ("IT") Access Controls

Regular review and documentation of user access strengthen internal controls, help prevent unauthorized activities, and enhance the overall security posture of the County's IT environment.

During our audit, we noted the lack of a standard process to periodically review user access to the County's financial and administrative systems based on current job responsibilities. Lack of a formal and periodic review of user access rights increases the risk of unauthorized access of transactions, data manipulation, or unintentional errors within critical systems.

We recommend that management implement a formalized IT access review process to ensure that access permissions are current, appropriate, and properly documented. Best practices include:

- Performing periodic user access reviews (at least annually) for all key systems, including financial, payroll, and utility billing applications.
- Promptly removing access for terminated employees or those who change roles.
- Maintaining documentation of access requests, approvals, and removals.
- Establishing segregation of duties controls within systems where feasible, particularly around transaction approval and data modification functions.
- Implementing multi-factor authentication (MFA) and password management policies in line with cybersecurity standards, where appropriate.

Succession Planning

As communicated in the prior year, we noted that the County does not currently have a formalized succession plan to address potential turnover in key administrative and financial positions. As many public sector entities face retirements among long-tenured employees and challenges recruiting experienced staff, the absence of a documented succession plan increases the risk of operational disruptions, loss of institutional knowledge, and inefficiencies during periods of transition.

We recommend that management and the governing board develop and periodically update a formal succession plan identifying critical positions, cross-training opportunities, and strategies for knowledge transfer. The plan should include:

- A listing of key positions essential to operations and financial reporting.
- Identification of potential internal successors or development pathways.
- Documentation of key procedures, workflows, and system access requirements.
- A timeline for training and onboarding successors.

Proactive succession planning supports operational continuity, preserves institutional knowledge, and promotes accountability during leadership transitions. We encourage management to review this plan annually and update it to reflect changes in staffing, responsibilities, or organizational structure.

Future Reporting Requirements

The Governmental Accounting Standards Board ("GASB") has adopted new pronouncements, which may have a future impact upon the County. These should be evaluated to determine the extent the County will be impacted in future years.

GASB Statement No. 102—The County is required to implement GASB Statement No. 102, *Certain Risk Disclosures*, effective for the fiscal year ending December 31, 2025. The objective of this Statement is to improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition.

GASB Statement No. 103—The County is required to implement GASB Statement No. 103, *Financial Reporting Model Improvements*, effective for the fiscal year ending December 31, 2026. The objective of this statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

GASB Statement No. 104—The County is required to implement GASB Statement No. 104, *Disclosure of Certain Capital Assets*, effective for the fiscal year ending December 31, 2026. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Tuesday, October 28, 2025 1:57 PM
To: Elmen, Larry; Dickey, Ryan
Cc: Norton, Christine; Allen, Amanda; Stark, Monica
Subject: RE: Resolutions for Treasurer

Gentlemen:

FYI

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Tuesday, October 28, 2025 1:49 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Hi Monica!!

My assumption is that the authority may have been granted under R746 of 1998 (attached) which was actually with Glens Falls National Bank and GF Nat'l changed to Arrow Bank within the past few years. I wasn't able to find a newer reso authorizing a similar agreement with Arrow Bank, so that should probably go to Committee for the next round of meetings which will be held during the first week of December. Let me know if you're looking for something different.

Amanda

Amanda Allen, CLBC

Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, October 28, 2025 11:40 AM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Hi Amanda ,

The Treasurer/Deputy Treasurer signed two contracts with Arrow back in 2023 and 2024 for ACH and Wire Transfer Agreements. According to our Risk Manager Specialist , the BOS needs to give the Treasurer permission (thru a resolution perhaps?) to sign such agreements. I was not able to find any resolutions of such nature on WCEAS. Please advise. Thanks.

From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Friday, October 24, 2025 9:40 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

I'm hopeful that you'll find what you're searching for there, but if you don't have any luck please let me know and we'll try doing a deeper dive through our old indexes which go back further than the WCEAS system.

Amanda

Amanda Allen, CLBC
Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Friday, October 24, 2025 9:35 AM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

I do. I will give it a go and see what I can find. Thanks.

From: Allen, Amanda <allena@warrencountyny.gov>
Sent: Friday, October 24, 2025 9:32 AM
To: Stark, Monica <starkm@WarrenCountyNY.gov>

Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Resolutions for Treasurer

Good Morning Monica!!

Do you have access to the WCEAS system which allows County staff to search for resolutions?

Amanda

Amanda Allen, CLBC
Clerk of the Warren County Board of Supervisors
1340 State Route 9
Lake George, NY 12845
Phone: (518) 761-7656
Fax: (518) 761-7652

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Thursday, October 23, 2025 3:05 PM
To: Allen, Amanda <allena@warrencountyny.gov>
Cc: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: Resolutions for Treasurer

Hi Amanda,

We were wondering if you can provide us with any resolutions that might have passed thru which the Board of Supervisors give the Treasurer authority to enter/sign financial related transactions ? For example, our contract with Arrow bank was signed by the Treasurer but we do not believe it was also signed by the BOS because the Treasurer was given authority to sign these type of contracts ? Please advise. Thanks.

Monica I Stark, CPA
Deputy County Treasurer
Warren County Treasurer's Office
1340 State Route 9
Lake George, NY 12845
518-761-6380

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Rivers, Marilyn

From:	Rivers, Marilyn
Sent:	Wednesday, October 29, 2025 9:15 AM
To:	Dickey, Ryan; Sherman, Carla; Norton, Christine; Stark, Monica; Donohue, Daniel; DeLorenzo, Tammie
Cc:	Elmen, Larry; Colvin, Michael; Slemmer, Mary; Turcotte, Amy; Smith, Jennifer; Burnham, Jessica
Subject:	Wire Transfer and e-Banking Policy Draft 25.10.28
Attachments:	Draft e-Banking Policy 25.10.28.docx

Attached please find a clean draft of the County "Wire and e-Banking Policy" per our discussions and your additions.

Please review and offer any corrections by close of business on Friday, November 7th.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County § 600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or

communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law § 5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4-A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System(EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1. The County Auditor's Office reviews all electronic payments that are governed under County Law Section

600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount of the payment, the EFT number assigned by County Financial as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form*.
2. **Verification and Authorization**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.
3. **Setup of Electronic Payment**
   a. Once approved, the County Treasurer and/or their designees shall proceed to set up the electronic transfer (wire/ACH) in the online banking platform.
   b. After entering the payment details, the clerk prints the system confirmation for recordkeeping.
4. **Dual Authorization and Security Verification**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, both two employees of the County Treasurer's staff shall be designated to receive two separate phone calls from the bank containing a unique security code, which must be verified before the transaction can be approved.
5. **Post-Approval Verification**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-Banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The Treasurer's office as the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee shall be responsible for ensuring that employees with electronic access

to County bank accounts who leave County employment are properly removed from the accounts, effective with the termination of employment.

VII. MONITORING

The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

DRAFT

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Wednesday, October 29, 2025 10:54 AM
To: Sherman, Carla; Dickey, Ryan; Stark, Monica; Norton, Christine; Donohue, Daniel; DeLorenzo, Tammie; Dickey, Ryan
Cc: Burnham, Jessica; Elmen, Larry; Turcotte, Amy; Slemmer, Mary
Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28
Attachments: Draft e-Banking Policy 25.10.28.docx

Jess has provided corrections. (Thank you Jess.)

Please use this draft.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: Burnham, Jessica <burnhamj@warrencountyny.gov>
Sent: Wednesday, October 29, 2025 10:41 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Jessica Burnham
Insurance Administrator
Warren County Self Insurance
1340 State Route 9
Lake George, NY 12845
Phone (518)824-6610
Fax (518)761-6249
e-mail: burnhamj@warrencountyny.gov

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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Wednesday, October 29, 2025 9:15 AM
To: Dickey, Ryan <DickeyR@warrencountyny.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>
Subject: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find a clean draft of the County "Wire and e-Banking Policy" per our discussions and your additions.

Please review and offer any corrections by close of business on Friday, November 7th.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Rivers, Marilyn

From: Norton, Christine
Sent: Monday, November 3, 2025 3:33 PM
To: Matt Montalbo; Corey Sveinsson-Skobel
Cc: Stark, Monica; Rivers, Marilyn; Colvin, Michael
Subject: Audit Close to be Scheduled ASAP Pls!

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Hi! Just circling back on this...are we all in agreement as to how to present the mngmt letter recommendations? Also, can we please schedule the Audit close mtg asap...b/c after the 11/17 Board Mtg, getting folks together will be very difficult with holiday travel plans!

Confirmation appreciated!

CVN

From: Norton, Christine
Sent: Tuesday, October 28, 2025 8:29 PM
To: 'Matt Montalbo' <mmontalbo@dreschermalecki.com>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>
Subject: FW: Management Representation Letter & Final Drafts

Hi Matt – I agree with Monica in that this looks good – thank you! Just a couple of clarifying points that can either be addressed verbally and/or in writing if we agree important enough:

1. Report of payroll exceptions/adjustments by department and reviewed each period for reasonableness by HR, Treasurer OR Admin:
    a. while I agree with this and the final exception review will be conducted by my team, I thought we also discussed having each dept (as a first line of defense and to ensure each Dept Head's 100% accountability for their teams correct time keeping, as well as their ownership of their respective payroll process and the County's standardized time keeping internal controls) review their respective exception reports FIRST, resolve as many as possible and then pass on the corrected time keeping records files to the Treasurer's Dept;
    b. then the Treasurer would review the final report of all remaining exceptions/adjustments for reasonableness...we agreed on this no?
        i. I feel strongly about each employee, dept head owning their own payroll processes and adhering to the Time and Attendance Policy and standardized internal controls...
        ii. I would also like to add that I think exceptions to policy should be in writing and approved by appropriate mngmt (Treasurer and/or HR and/or County Admin).
        iii. LMK if you want to just speak to this or adjust the wording
2. Ongoing review/adjustment of new Time, Attendance & Approval Process – agreed – can you speak to other Counties Treasurer/Fiscal Offices that have an audit function to do just this, as well as audit other key financial, operation and compliance controls across the County, in accordance with County policies, procedures and standardized internal controls? I know Susan Rizzo, Albany Comptroller has an audit function, and while I

technically have the ability to audit anything per my role as Treasurer, I am told it's not going to happen...any thoughts/help here w/be appreciated;

3. User Access recommendation: This is already in the works with our Risk Manager and IT Director, as well as all other owners of the key systems that this policy supports.

Thank you!

CVN

From: Matt Montalbo <mmontalbo@dreschermalecki.com>
Sent: Friday, October 24, 2025 4:00 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

Warning: Unusual sender <mmontalbo@dreschermalecki.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi all,

Final draft of the management letter attached based on our meeting. For the payroll exceptions review, we followed the authority designated in the policy approval paragraph.

Please provide any final comments and we will move forward to send the issued version.

Have a great weekend!

Matt

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road, Suite 111
Elma, NY 14059
Tel. +1 716/565.2299 Ext. 7008
Fax +1 716/565.2201

Matthew J. Montalbo
Partner

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, October 10, 2025 4:32 PM
To: Matt Montalbo <mmontalbo@dreschermalecki.com>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

Hi – thanks! I have reviewed and my only comment is that there is no comment regarding the control weakness inherent in exceptions to the policy being left to the discretion of the Dept Heads...which shatters standardization and creates inconsistencies in application across depts...thoughts on how to address this? Will be the same issue for User Access and frankly for all of our P&Ps. This is "left to the discretion of each dept head" is a big push by the County Administrator and Head of HR but is seen as a control weakness by the Risk Mngmt Director (responsible for drafting new P&Ps) and me. Any guidance you can provide here w/b appreciated.

I will discuss the "pre-approval" of OT issue with Monica and my Payroll team again, as the historical perspective has been that this control exists within the Novatime system on a day by day, pay period by pay period basis, as an employee's direct Supervisors (as long as dept head doesn't allow delegation) has to release the OT for payment before a time card can be approved and processed for payment, so theoretically they should know about it and approve it before paid....but more of a detect vs. a prevent control. If reason codes are not given and/or we need to make this a proactive control, I may be able to configure that in the new system via a report that flags requests for OT before actually worked.

We can wait till Monica reviews all on Monday and then set up a time to close 2024 out hopefully later in the week.

Thank much!

Bon Weekend!

CVN

From: Matt Montalbo <mmontalbo@dreschermalecki.com>
Sent: Friday, October 10, 2025 3:46 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Subject: RE: Management Representation Letter & Final Drafts

External sender <mmontalbo@dreschermalecki.com>
Make sure you trust this sender before taking any actions.

Hi All,

Please see attached first draft of the Management Letter.

Let us know if you have a chance to review next week and feel free to share any questions or notes.

Have a great weekend!

Matt

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road, Suite 111
Elma, NY 14059
Matthew J. Montalbo — Tel. +1 716/565.2299 Ext. 7008
Partner — Fax +1 716/565.2201

From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, October 3, 2025 2:11 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>
Subject: Re: Management Representation Letter & Final Drafts

Hi!! Thanks for picking this up Monica!! I would def like to review D&M's - WC Recommendation Letter - at the same time we review the Financials w the WC Exec Team...and before that happens, we need

ample time to review/question. We would also like your opinion on the Time, Attendance & Approval process shared last week and whether or not it meets/mitigates the risks you identified last year!!

Please let us know when we can expect!

Bon Weekend!!

CVN

Get Outlook for iOS

From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Friday, October 3, 2025 11:55:55 AM
To: Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: FW: Management Representation Letter & Final Drafts

Hi Corey – what is the next step so Matt can present the FS to the board?

From: Stark, Monica
Sent: Friday, September 26, 2025 12:36 PM
To: 'Corey Sveinsson-Skobel' <CSveinsson@dreschermalecki.com>
Cc: Matt Montalbo <mmontalbo@dreschermalecki.com>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Management Representation Letter & Final Drafts

Corey – please see attached the signed Management Representation Letter and let us know if you need anything else. Thanks.

From: Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Sent: Wednesday, September 24, 2025 2:00 PM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>
Cc: Donohue, Daniel <donohued@warrencountyny.gov>; Matt Montalbo <mmontalbo@dreschermalecki.com>
Subject: Management Representation Letter & Final Drafts

Warning: Unusual sender <csveinsson@dreschermalecki.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon,

Please see attached for final drafts of the County's financial statements, single audit report, and NYS DOT report.

Also attached is the management representation letter. Please print on County letterhead, sign, and scan a copy back to us. Once we receive a signed copy, we will be in a position to issue final reports.

Thanks!
Corey

Corey Sveinsson-Skobel, CPA
Senior Manager

Drescher & Malecki LLP
Certified Public Accountants
2721 Transit Road Suite 111
Elma, NY 14059
Tel. +1 716/565.2299 Ext. 7016

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Rivers, Marilyn

From: Rivers, Marilyn
Sent: Monday, November 10, 2025 1:06 PM
To: Stark, Monica; Donohue, Daniel; Sherman, Carla
Cc: Elmen, Larry; Slemmer, Mary; DeLorenzo, Tammie; Burnham, Jessica; Smith, Jennifer; Turcotte, Amy
Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28
Attachments: Draft e-Banking Policy 25.10.28 TD.docx

Attached please find the latest edits for the Wire Transfer Policy as edited by Tammy.

Please let us know if you have any final edits before this moves forward to the Risk and Safety Committee.

Thank you,

Jess, Jenn and Marilyn

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Sent: Friday, October 31, 2025 12:50 PM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Hi Marilyn-

Some recommended changes to replace the term County Financial with County Financial System in various places.

Thanks!

~Tammie

Tammie DeLorenzo
Assistant County Administrator
Warren County
1340 State Route 9
Lake George, NY 12845
(518)761-7655
delorenzot@warrencountyny.gov

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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Wednesday, October 29, 2025 10:54 AM
To: Sherman, Carla <shermanc@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>
Cc: Burnham, Jessica <burnhamj@warrencountyny.gov>; Elmen, Larry <elmenl@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>
Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28

Jess has provided corrections. (Thank you Jess.)

Please use this draft.

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Sent: Wednesday, October 29, 2025 10:41 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Jessica Burnham
Insurance Administrator
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1340 State Route 9
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Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>
Subject: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find a clean draft of the County "Wire and e-Banking Policy" per our discussions and your additions.

Please review and offer any corrections by close of business on Friday, November 7th.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
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County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County § 600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is- that of the County, or (b) detecting error in the transmission or the content of the payment order or

communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law § 5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4-A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System (EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1. The County Auditor's Office reviews all electronic payments that are governed under County Law Section

600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial System Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial System batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount of the payment, the EFT number assigned by County Financial System as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial System payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form*.
2. **Verification and Authorization**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.
3. **Setup of Electronic Payment**
   a. Once approved, the County Treasurer and/or their designees shall proceed to set up the electronic transfer (wire/ACH) in the online banking platform.
   b. After entering the payment details, the clerk prints the system confirmation for recordkeeping.
4. **Dual Authorization and Security Verification**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, ~~both~~ two employees of the County Treasurer's staff shall be designated to receive two separate phone calls from the bank, each containing a unique security code, which must be verified before the transaction can be approved.
5. **Post-Approval Verification**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-Banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The Treasurer's office is ~~as~~ the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer

network.

The County Treasurer and/or their designee shall be responsible for ensuring that employees with electronic access to County bank accounts who leave County employment are properly removed from the accounts, effective as of the date of ~~with the~~ termination. ~~of employment~~.

VII. MONITORING

The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

DRAFT

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Friday, November 21, 2025 3:10 PM
To: DeLorenzo, Tammie; Norton, Christine; Stark, Monica
Cc: Elmen, Larry
Subject: RE: Wire Transfers & e-Banking Policy

The agreements were not given to the Risk and Safety Committee and only to the members of the Treasurer's Office as provided. They have, however, been provided to Larry for updating.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Sent: Friday, November 21, 2025 10:05 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: Wire Transfers & e-Banking Policy

Good Morning!

I was cleaning out my policies folder and noticed that attached to one of the initial Wire Transfers & e-Banking policies for review were copies of EFT & ACH Agreements containing account numbers. I will shred mine but wanted to make everyone aware.

Happy Friday

Tammie DeLorenzo
Assistant County Administrator
Warren County
1340 State Route 9
Lake George, NY 12845

(518)761-7655
delorenzot@warrencountyny.gov

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Rivers, Marilyn

From: Stark, Monica
Sent: Wednesday, November 12, 2025 2:33 PM
To: Rivers, Marilyn
Cc: Norton, Christine
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Hi Marilyn – please see below :

1. **Dual Authorization and Security Verification**
   a. Following the dual authorization policy, the *County Treasurer and/or their designees shall* log into the online banking system to review and approve the payment. (previously entered)
   b. As a security measure, two employees of the County Treasurer's staff shall be designated to receive two separate phone calls from the bank, each containing a unique security code, which must be verified before the transaction can be approved. **Please completely replace b with following** :

   As a security measure, the County Treasurer and/or their designees will receive a phone call from the bank containing a unique security code which must be verified before the transaction can be approved.

Please let me know if you have any questions. Thanks.

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
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Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find the latest edits for the Wire Transfer Policy as edited by Tammy.

Please let us know if you have any final edits before this moves forward to the Risk and Safety Committee.

Thank you,

Jess, Jenn and Marilyn

Marilyn L Rivers, CPCU ARM AIC
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Thanks!

~Tammie

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Jess has provided corrections. (Thank you Jess.)

Please use this draft.

Marilyn L Rivers, CPCU ARM AIC

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Sent: Wednesday, October 29, 2025 10:41 AM
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Jessica Burnham
Insurance Administrator
Warren County Self Insurance
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Lake George, NY 12845
Phone (518)824-6610
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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Wednesday, October 29, 2025 9:15 AM
To: Dickey, Ryan <DickeyR@warrencountyny.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>
Subject: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find a clean draft of the County "Wire and e-Banking Policy" per our discussions and your additions.

Please review and offer any corrections by close of business on Friday, November 7th.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Rivers, Marilyn

From: Rivers, Marilyn
Sent: Monday, November 24, 2025 8:35 AM
To: Norton, Christine
Subject: RE: Fiscal Approval Policy Please
Attachments: R197 2025.pdf

Here you go....

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
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From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Friday, November 21, 2025 7:26 PM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: Fiscal Approval Policy Please

I can't find and I want to share w Matt/D&M for his comments – pls forward when you get a sec!

Many thanks!!

CVN

Christine V. Norton

Christine V. Norton
County Treasurer
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Email: nortonc@WarrenCountyNY.gov

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Warren County Board of Supervisors

RESOLUTION NO. 197 OF 2025

RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO

ADOPTING THE WARREN COUNTY FISCAL APPROVAL AUTHORITY MANAGEMENT POLICY

WHEREAS, the County Attorney requested, and the Personnel, Administration & Higher Education Committee agreed, to adopt the Warren County Fiscal Approval Authority Management Policy, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Warren County Fiscal Approval Authority Management Policy, annexed hereto as Schedule "A," be and the same is hereby adopted as the official policy for Warren County.

SCHEDULE "A"

WARREN COUNTY FISCAL APPROVAL AUTHORITY MANAGEMENT POLICY

A. PURPOSE:

The purpose of this policy is to establish financial management approval authority for the County's departmental fiscal operations to enhance accountability and ensure fiscal compliance with the purchasing of County product and services in accordance with New York State General Municipal Law, the County Purchasing Policy, and generally accepted accounting and auditing principles.

B. DEFINITIONS:

County Ethics Legislation: Local Law No. 2 of 2022 entitled "A Local Law Amending and Updating Local Law No. 6 of 2021,' A Local Law Amending and Updating Local Law No. 5 of 2021,' 'A Local Law Amending and Updating Local Law No. 6 of 2014,' Warren County Ethics and Disclosure Law."

County Purchasing Policy: The policy approved by the County Board of Supervisors which governs the procurement of all goods and services in accordance with New York State General Municipal Law, and generally accepted accounting and auditing principles.

Department Head: County officers or employees given the supervisory title of Department Head.

Department Head Designee: A County employee with statutory authority or designated by the Department Head to act on their behalf.

Employee: A person employed by the County of Warren on a full-time, part-time, less than part-time, per diem or seasonal basis/temporary, and includes volunteers and interns, whether paid or unpaid.

Employer: The County of Warren ("County").

Invoice Batch: A group of invoices processed together to streamline billing and payment processes.

Journal Transfer: A request to move funds between established financial accounts.

New World Fiscal Program: A financial and administrative management software program used by the County for funding accounting, budgeting and fiscal management.

New World Approval Authority: Authority granted to Department Head and Department Head Designee to initiate and approve purchase orders; vouchers and invoice batches; and journal transfers in accordance with County fiscal budgetary standards.

Purchase Order: A request for the purchase of a good or service outlining the details including agreed upon pricing, quantities and qualities.

Supervisor: A person within employer's organization who has the authority to direct and control the work

performance of an employee, or who has authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

C. PROCEDURES:

1. County purchasing shall be governed by the fiscal requirements of New York State General Municipal Laws and the New York State Comptroller's recommendations for fiscal operations for government.
2. Department Heads shall be fiscally responsible for the annual revenues and expenditures granted to them via the County budget process.
3. Only Department Heads and their Department Head Designees may approve departmental expenses including goods and/or services in accordance with federal and state regulatory requirements, the County's Purchasing Policy and generally accepted accounting and auditing principles.
4. A Department Head's request to assign a Department Head Designee under their supervision with New World Fiscal Approval Authority for expenditures, budgeting and fiscal management must be made in writing in advance to the County Treasurer's Office and County Auditor.
5. An employee given the authority to approve departmental fiscal operations may not approve their own expenditures and that of any other employee outlined within the County's Ethics legislation that may give rise to violations of the County's Ethics laws.
6. Department Heads shall maintain executive authority for the County Budget approval process including journal transfer requests and the purchase of goods and services outlined within the County Purchasing Policy.
7. In the absence of a Department Head or Department Head Designee, the County Administrator or their Designee shall have the authority to approve purchases and expenditures for that department.

D. POLICY VIOLATIONS:

Department Heads shall be responsible for their adherence to this policy and any employees given the authority to approve expenditures on their behalf. Violations of the protocols established by this policy may result in the non-payment of department expenditures.

E. EFFECTIVE DATE:

This policy to be effective upon approval by Warren County Board of Supervisors and all prior policies are hereby rescinded and replaced.

Rivers, Marilyn

From: Rivers, Marilyn
Sent: Tuesday, November 25, 2025 8:17 AM
To: Elmen, Larry
Subject: FW: Fiscal Approval Policy Please
Attachments: R197 2025.pdf

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
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From: Norton, Christine <nortonc@WarrenCountyNY.gov>
Sent: Monday, November 24, 2025 5:05 PM
To: Matt Montalbo <mmontalbo@dreschermalecki.com>; Corey Sveinsson-Skobel <CSveinsson@dreschermalecki.com>
Cc: Stark, Monica <starkm@WarrenCountyNY.gov>; Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>
Subject: FW: Fiscal Approval Policy Please

Hi Matt/Corey – as discussed at the Audit Close Mtg last week, can you please review the attached Fiscal Approval Policy and let us know if you see any glaring omissions/internal control concerns?

Also discussed at the Audit Close Mtg was the Treasurer's intention to complete a ***Fiscal Policy Manual***. While driven by the Treasurer's fiscal policies and procedures (P&Ps) and KEY internal controls (ICs), we will communicate, train (if necessary) and validate that these standardized P&Ps and ICs are followed throughout all County Departments (80/20 rule), with a review and approval process for exceptions over a certain threshold/tolerance...and then I would like to audit against them!

Can you please review the following list and lmk if you think I am missing anything of significance (past &/or upcoming GASBs (leases, software?)???). Please note several of the following exist in some way/shape/form (resolutions, guidelines, local laws, etc.) but need to be ***formalized*** into ***WC Fiscal Policies*** and approved by the WC BoS. ***We***

will be leveraging the NYSOSC, GFAO Best Practices and All! LMK if you know of any other best practice sources we can leverage~!

1. Budget, Planning & Oversight/FP&A?
2. Accounting & Financial Reporting
3. Internal Controls/SOD (will be addressed w/in each policy)
    - Risk Assessment
    - Business Control Activities
    - Monitoring
    - Information & Communication
    - Control Environment
4. Cash Management & Investing (incl cashflow, daily close & petty cash)
5. Debt Management
6. Fund Balances & Cash Reserves
7. AR & Cash Receipting
8. Expenditure & Disbursement Systems (AP)
9. Capital & Fixes Asset Management
10. Procurement (complete but will be included in Finance Manual)
11. Fiscal Approval Policy (attached/completed, will be included)
12. Payroll:
    - Time, Attendance & Approval (completed and will be included)
    - Pension & Benefit Administration
13. Ethics/Conflicts of Interest
14. Whistleblower
15. Document Retention
16. Business Continuity (may already exist)
17. Disaster Recovery (may already exist)

I think that's it! Thanks much!

Wishing you and your Families a Very Happy Thanksgiving!

Christine

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Monday, November 24, 2025 8:35 AM
To: Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Fiscal Approval Policy Please

Here you go....

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager

Office of the County Attorney
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1340 State Route 9
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Warren County Board of Supervisors

RESOLUTION NO. 197 OF 2025

RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO

ADOPTING THE WARREN COUNTY FISCAL APPROVAL AUTHORITY MANAGEMENT POLICY

WHEREAS, the County Attorney requested, and the Personnel, Administration & Higher Education Committee agreed, to adopt the Warren County Fiscal Approval Authority Management Policy, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Warren County Fiscal Approval Authority Management Policy, annexed hereto as Schedule "A," be and the same is hereby adopted as the official policy for Warren County.

SCHEDULE "A"

WARREN COUNTY FISCAL APPROVAL AUTHORITY MANAGEMENT POLICY

A. PURPOSE:

The purpose of this policy is to establish financial management approval authority for the County's departmental fiscal operations to enhance accountability and ensure fiscal compliance with the purchasing of County product and services in accordance with New York State General Municipal Law, the County Purchasing Policy, and generally accepted accounting and auditing principles.

B. DEFINITIONS:

County Ethics Legislation: Local Law No. 2 of 2022 entitled "A Local Law Amending and Updating Local Law No. 6 of 2021,' A Local Law Amending and Updating Local Law No. 5 of 2021,' 'A Local Law Amending and Updating Local Law No. 6 of 2014,' Warren County Ethics and Disclosure Law."

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performance of an employee, or who has authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

C. PROCEDURES:

1. County purchasing shall be governed by the fiscal requirements of New York State General Municipal Laws and the New York State Comptroller's recommendations for fiscal operations for government.
2. Department Heads shall be fiscally responsible for the annual revenues and expenditures granted to them via the County budget process.
3. Only Department Heads and their Department Head Designees may approve departmental expenses including goods and/or services in accordance with federal and state regulatory requirements, the County's Purchasing Policy and generally accepted accounting and auditing principles.
4. A Department Head's request to assign a Department Head Designee under their supervision with New World Fiscal Approval Authority for expenditures, budgeting and fiscal management must be made in writing in advance to the County Treasurer's Office and County Auditor.
5. An employee given the authority to approve departmental fiscal operations may not approve their own expenditures and that of any other employee outlined within the County's Ethics legislation that may give rise to violations of the County's Ethics laws.
6. Department Heads shall maintain executive authority for the County Budget approval process including journal transfer requests and the purchase of goods and services outlined within the County Purchasing Policy.
7. In the absence of a Department Head or Department Head Designee, the County Administrator or their Designee shall have the authority to approve purchases and expenditures for that department.

D. POLICY VIOLATIONS:

Department Heads shall be responsible for their adherence to this policy and any employees given the authority to approve expenditures on their behalf. Violations of the protocols established by this policy may result in the non-payment of department expenditures.

E. EFFECTIVE DATE:

This policy to be effective upon approval by Warren County Board of Supervisors and all prior policies are hereby rescinded and replaced.

WARREN COUNTY RISK MANAGEMENT 2026

WARREN COUNTY ATTORNEY'S OFFICE

LAWRENCE ELMEN
WARREN COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS

RYAN J. DICKEY
CHRISTOPHER W. BRIGGS

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

TELEPHONE: (518) 761-6463
FAX: (518) 761-6377

RISK MANAGER
Marilyn L Rivers, CPCU ARM AIC

PRIVILEGED AND CONFIDENTIAL
RISK MANAGEMENT COMMUNICATION SUMMATION

Date of Incident:	**January 22, 2026**
Time Period of Incident:	**11:30AM to 1:30PM**
Meeting:	**Risk and Safety Sub-Committee "Re-draft Wire Transfer E-banking"**
Meeting Attendance:	**Attendance Sheet Attached to this Statement**
Meeting Attachments:	**25.11.20 RSC Draft Wire Transfer and E-Banking Best Practices for ACH electronic payments R046-2026**

Meeting commenced at 12:30PM.

I opened the meeting with an introduction as to why the group was present citing the Warren County Board of Supervisors passed Resolution 46 of 2026 attached authorizing the County Risk and Safety Committee "... to prepare and submit to the Finance Committee policies and procedures which reflect best practices in the State of New York for the transfer and disbursement of funds by electronic or wire transfer, to include but not be limited to ACH transactions."

I stressed that the meetings would move forward in a positive manner in accordance with Risk and Safety Committee standard practice for policy making that would be team based and respectful. Consensus would be achieved as we moved forward wordsmithing the document bringing it into "best in class" and as a best practice model for other municipalities.

I introduced the attachments provided in the meeting invite stressing the document prepared by The Center for Government Innovation "Best Practices for ACH Electronic Payments" as a model document provided by one of my students that was well written, concise and easy to understand.

We discussed how we would work through each section. As I reached "Section V. Procedures" within the County's "Wire Transfers and E-banking Policy" I gave credit to Carla Sherman – the County Auditor who wrote the County Auditor's section. I indicated we needed to take a hard look at the procedures and ensure that every department worked as a team to be accountable for our work as employees of the County. Carla asked if we would be including Purchasing in our discussions within the policy to ensure our vendor information procedures were current and somehow included. I replied yes when we were ready to get to that component.

My next conversation point was the second section pertaining to the County Treasurer. I stated that ACH would need to be added to the policy and again referenced The Center for Government Innovation "Best Practices for ACH Electronic Payments" as a model document. As I presented

the section, Christine Norton stated that the section was written wrong and was incorrect. She stated it twice. I replied that her office had provided the language for the section. Monica nodded her agreement to my statement. Christine again indicated the process as written was "wrong." She then asked for the emails which were provided for the section. I replied that both she and Monica were copied on all of the emails and that Monica provided the language for the section in question. I replied she should check her own email accounts for the emails she was looking for. Christine then turned to Monica. She took out her phone and began typing holding it up to the front of her face. I am unclear if she was checking emails or recording the rest of the conversation as it occurred.

I tasked the group with becoming familiar with the materials that I handed out and would be providing in a PDF. First assignment given was to identify definitions in accordance with the documents provided to beef up the re-draft in accordance with national standards.

A meeting date was set for January 29th at 10AM and the meeting concluded with me indicating I would provide a word draft with tracking for the next meeting concentrating on the definition section.

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
January 23, 2026

26.01.22

RSC SubCommittee

12:30 - 1:30

PRINT NAME	DEPT
Rivers, Marilyn	County Attorney
Gana Nickey (until 1)	"
Lauren Driscoll	Health Services
Jill Mammone	DSS
Jessica Burnham	Self Insurance / RSC
Ann Marie Mason	OES
Monica Stark	Treasurer
Christine Vitale	TREASURER
Carla Sherman	Auditor
Jennifer Smith	self insurance
Christina Mastrianni	DSS
Michael Colvin	IT
Tammie Delorenzo	Co. Admin
Nathan Etu	

Send email

Ramsey J OES

Rivers, Marilyn

Subject:	Re-examination "Wire Transfer and E-Banking Policy"
Location:	Administration Building Committee Room
Start:	Thu 1/22/2026 12:30 PM
End:	Thu 1/22/2026 2:00 PM
Recurrence:	(none)
Meeting Status:	Meeting organizer
Organizer:	Rivers, Marilyn
Required Attendees:	Rivers, Marilyn; DeLorenzo, Tammie; Sherman, Carla; Hajos, Kevin; Burnham, Jessica; Elmen, Larry; Smith, Jennifer; Colvin, Michael; Mastrianni, Christina (DFA); Jones, Ginelle; Norton, Christine; Mason, Ann Marie
Optional Attendees:	Etu, Nathan; Stark, Monica; Mammone, Jill (DFA)

The Warren County Board of Supervisors passed Resolution 46 of 2026 attached authorizing the County Risk and Safety Committee "... to prepare and submit to the Finance Committee policies and procedures which reflect best practices in the State of New York for the transfer and disbursement of funds by electronic or wire transfer, to include but not be limited to ACH transactions."

On behalf of Jess Burnham and myself as co-chairs of the County Risk and Safety Committee, we ask you attend this Thursday's kick-off meeting to best understand what needs to be accomplished within the re-engaged sub-committee. Moving forward, we ask you designate one individual from your Departmental Team with a working knowledge of your financial processes to participate in the sub-committee as a representative of your department. Our first re-convened sub-committee on the matter will be this Thursday afternoon. The original Wire Transfer and E-banking Policy adopted by the BOS is attached from December along with a "best practice" document for ACH provided by Washington State.

County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

County Auditor: Established per NYS CLS County § 600.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or

communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country.

In coordination with this policy, the Chairman of the Warren County Board of Supervisors is authorized to execute all agreements with the various banking institutions for the purpose of e-banking, in a form approved by the County Attorney. In accordance with General Municipal Law § 5-a, the agreement must contain procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate the transfers, and implement a security procedure as defined by Section 4-A-201 of the Uniform Commercial Code.

The Board of Supervisors hereby authorizes the County Treasurer and/or their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code § 4A-201, NYS General Municipal Law Section § 5-a, and NYS General Municipal Law § 10 authorizing the use of electronic or wire transfers in conformity with the guidelines established by this policy. The County Treasurer and/or their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors.

The Board of Supervisors recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System (EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)

V. PROCEDURES

A. County Auditor Procedures:

1. The County Auditor's Office reviews all electronic payments that are governed under County Law Section

600 and processed through the County Financial System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor and/or their designee. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor and/or their designee. The County Financial System Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

2. After the electronic payment has been made and the County Financial System batch has been processed the County Treasurer's Office must provide the County Auditor's Office with a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount of the payment, the EFT number assigned by County Financial System as well as the date the payment was processed. The County Auditor and/or their designee shall then verify that the electronic payment matches the County Financial System payment record and file the statement with the documents supporting the payment.

B. County Treasurer Procedures:

1. **Preparation of Disbursement Documentation:**
   a. The County Treasurer and/or their designees shall prepare or receive a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
   b. The County Treasurer and/or their designees shall review the backup materials to ensure they match the details provided on the *Disbursement Form*.
2. **Verification and Authorization:**
   a. The *Disbursement Form* must be verified and signed by the County Treasurer and/or their designees to authorize the payment set-up.
3. **Setup of Electronic Payment:**
   a. Once approved, the County Treasurer and/or their designees shall proceed to set up the electronic transfer (wire/ACH) in the online banking platform.
   b. After entering the payment details, the clerk prints the system confirmation for recordkeeping.
4. **Dual Authorization and Security Verification:**
   a. Following the dual authorization policy, the County Treasurer and/or their designees shall log into the online banking system to review and approve the payment.
   b. As a security measure, the County Treasurer and/or their designees shall receive a phone call from the bank containing a unique security access code which must be verified before the transaction may be approved..
5. **Post-Approval Verification:**
   a. After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
   b. The County Treasurer and/or their designees shall perform a next-day verification to confirm that the transaction was processed correctly.
6. **Financial System Entry:**
   a. Once verification is complete, the electronic transfer is recorded ("mirrored") in the County's financial system to ensure accurate accounting and reconciliation.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating wire and e-Banking transfers pursuant to this policy. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. The Treasurer's office is the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee shall be responsible for ensuring that employees with electronic access to County bank accounts who leave County employment are properly removed from the accounts, effective as of the date of termination. .

VII. MONITORING

The County Treasurer shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system shall include, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary administrator for the County's e-banking activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

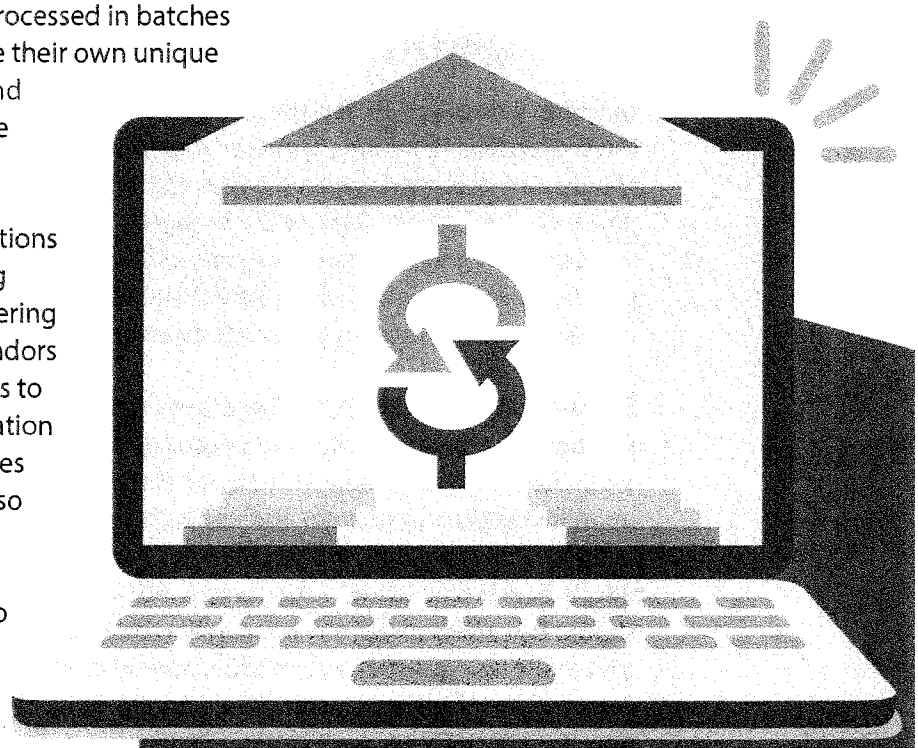
Center for Government Innovation

Best Practices for ACH Electronic Payments

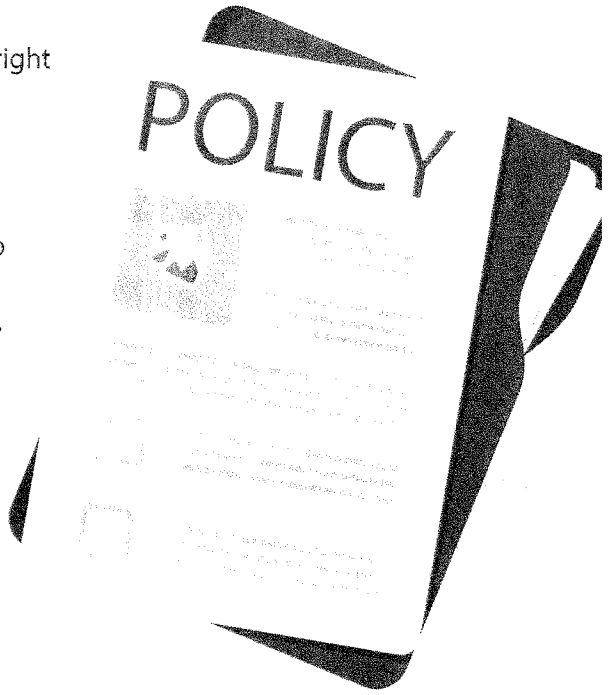
Office of the
Washington State Auditor
Pat McCarthy

Governments are increasingly using Automated Clearing House (ACH) payments to pay employees and vendors, replacing more costly checks and warrants. These are electronic bank-to-bank payments processed in batches through the ACH Network. They have their own unique risks that are different from checks and warrants, and these risks are too large to ignore.

Today, bad actors target ACH transactions using social engineering or by having direct system access. In social engineering schemes, bad actors may pose as vendors to get employees to approve changes to contact and/or bank account information in order to divert payments. Employees and others with system access can also perpetrate fraud, such as by adding fictitious vendors or changing a vendor's bank account information to their own or that of an accomplice.



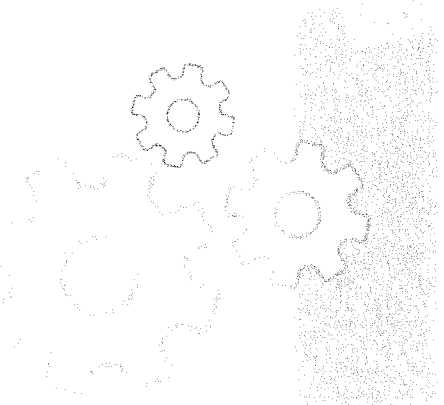
Governments need to make sure they are sending money to the right place **before** they initiate ACH transactions, as they are final once executed. The National Automated Clearing House Association (NACHA) governs the ACH Network, and its rules accommodate some attempt at recovery. For example, the originating bank can request a return of funds, but the receiving bank does not have to honor the request and they are under no obligation if the money is gone. Most of the time, fraudsters move the money out quickly.



Governments can dispute an unauthorized ACH withdrawal that might appear on their bank statement. However, while a consumer has 60 days to do so, a government has less than two banking days. Each bank will communicate its deadline, as it must initiate a return of the ACH debit by the start of the second business day following the transaction in question.

It is critically important that governments design and implement a robust set of internal controls over ACH payments. To help you, we have compiled these ideas and best practices to help you build stronger ACH controls.

Take these important first steps



- **Develop a detailed ACH payment policy.** Your policy should detail the procedures to initiate, approve and execute ACH payments. It should also describe how employees will verify new or changed payee account information, address segregation of duties, and instruct employees on how they should share information with payees. Your policy should incorporate as many of the best practices below into your procedures, as you deem appropriate.

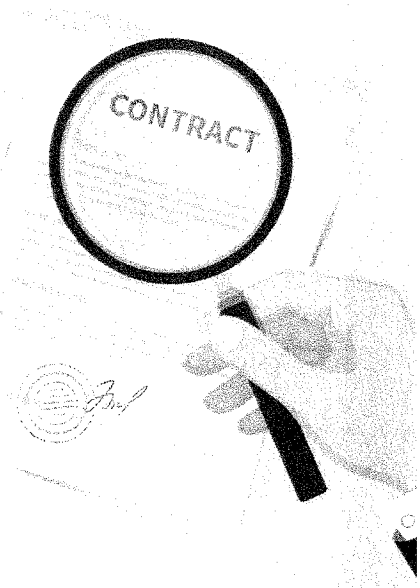


- **Educate and empower your finance staff to be responsibly suspicious.** Management should provide employee training on social engineering and ACH fraud schemes immediately upon hiring new employees and annually thereafter. Employees need to know that any phone call, email, fax, or letter could be a fraudster and to proceed with caution. For example, employees should be careful about the information they give out over the phone, ask questions of vendors and other employees, and corroborate information with other sources. They also need to know how to spot red flags, such as requests to change banking information just prior to a large payment or a change to both the vendor contact and bank account within a short time period. Your training should also inform employees about your policies and procedures for ACH payments, create a perception of fraud detection within the organization, and share knowledge of consequences for committing fraud.

Assess your financial exposure to ACH fraud

- **Understand NACHA rules and the bank's terms and conditions.** Governments initiating ACH payments have no dispute time period after the ACH transaction is released, but NACHA rules permit some attempt at recovery. There is a short dispute window for ACH debits (unauthorized withdrawals) unexpectedly posted to a government's bank account. Make sure that you understand these rules and the terms of your banking agreement. That way, you can design internal controls appropriately and understand the liability you are assuming when engaging in these transactions.

- **Understand your insurance coverage for ACH losses.** Read your policy, and work with your legal counsel if you need assistance understanding its terms and conditions for ACH payment losses. Obtain additional coverage if you need it, including potentially bonding certain employees.



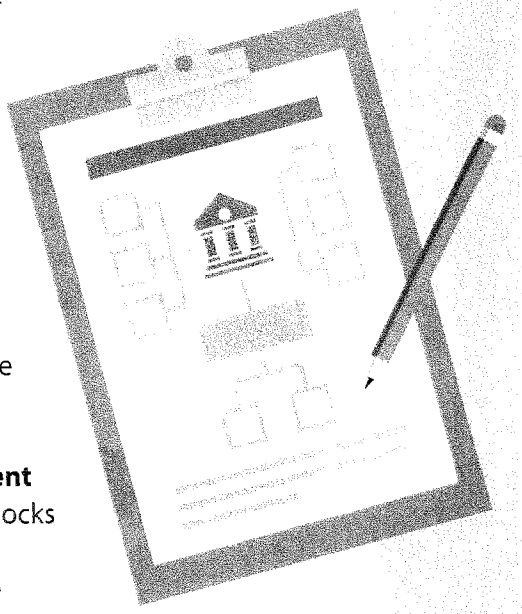
Segregate duties to reduce your risk

- **Require two different people to execute ACH payments.** Establish a protocol with your bank where one employee submits the ACH payment file and a second employee authorizes release of the funds after verifying the accuracy of the ACH transactions in the batch.

- **Separate processing from editing payee master files.** Employees who process accounts payable or payroll should not have the ability to edit the respective vendor and employee master files.

- **Separate processing from payments.** Employees who process accounts payable or payroll should not create, handle or approve ACH payment files.

- **Keep banking responsibilities separate from the ACH payment processes.** Employees who have authority to add or edit ACH blocks or filters to bank accounts—or have responsibility to monitor or reconcile bank account activity—should not play any part in the ACH payment process.



Prepare your bank accounts for ACH payments

- **Use dedicated bank accounts for ACH transactions.** Maintain a zero balance and restrict these accounts from processing checks or other payment types.

- **Establish dollar limits with your bank.** You can establish dollar limits per day or transaction. To determine this limit, you might consider the amount of insurance coverage you have to cover such a loss.

- **Place ACH blocks on all other bank accounts.** An ACH block prevents all ACH activity in any account not used for this purpose.

- **Consider an ACH filter (also known as ACH positive pay).** For bank accounts where you expect to have ACH activity and would like more control, this tool allows you to monitor ACH activity and block incoming charges before they are deducted from your account. This tool will also send notifications of any activity outside of the parameters that you establish for payees (e.g., name, dollar limits, timeframe).

Protect the banking information you maintain

- **Restrict access to ACH-related forms.** Do not place ACH payment sign-up forms and forms to update payee account information on your public-facing website. This limits access and makes it more difficult for bad actors to make fraudulent requests appear legitimate.

- **Share banking information securely.** Payees should use encryption when emailing bank information to you, to reduce the risk of alteration during transit. Even with encryption, your staff should still verify the new information directly with the payee.

- **Limit access to sensitive information.** Securely store and protect payee banking information. Only one or two employees should have the ability to edit employee or vendor banking information. Additionally, permissions to view this sensitive information should be limited to those who need it to do their job.



- **Secure your vendor or employee self-service payee portal.** A payee portal can be a better option than relying on emails as long as it is secure and you actively manage user access. A payee portal should have strong security measures, such as automatic log-off after inactivity, strong password requirements, and multifactor authentication for verifying identity. Additionally, ensure that you install all software updates and patches promptly. The Government Finance Officers Association (GFOA) also advises portals have approvals or notifications related to changes, as well as audit trails.

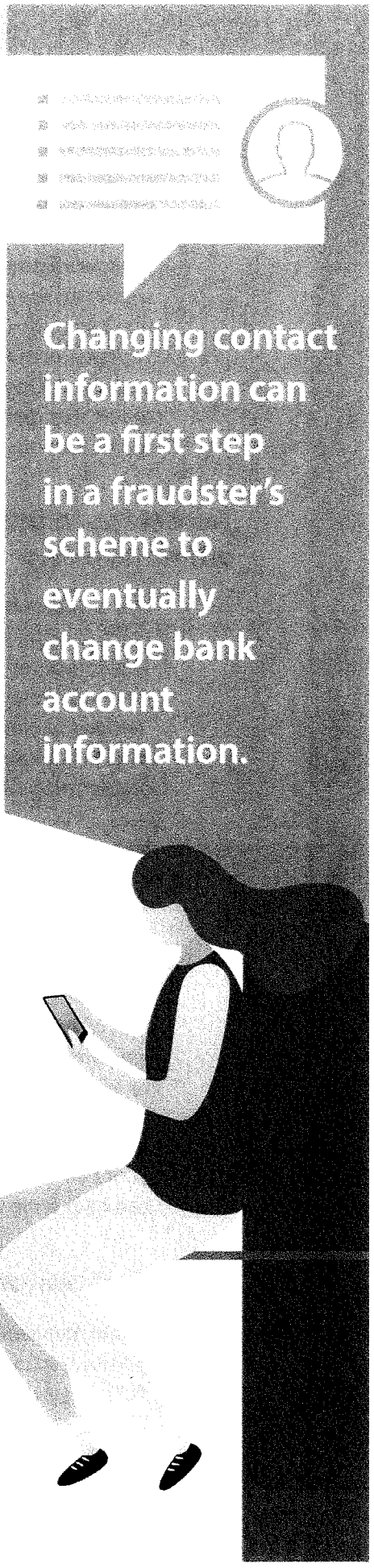
- **Electronic payment files should be secure and read-only.** You should securely prepare, store and transmit ACH payment files to protect the information they contain. The payment file should be read-only. If anyone can edit the payment file, your fraud risk increases significantly. You would then have to monitor the payment file for any unauthorized changes, from creation of the file up to bank submission.

Set up a payee verification process

- **Assign a passcode or passphrase to payees.** Payees can provide this information as additional proof of their identity when speaking with your staff. You should also teach your vendors and employees how to protect passcodes or passphrases. For example, they should not be stored online, emailed (unless encrypted), or shared with other employees.

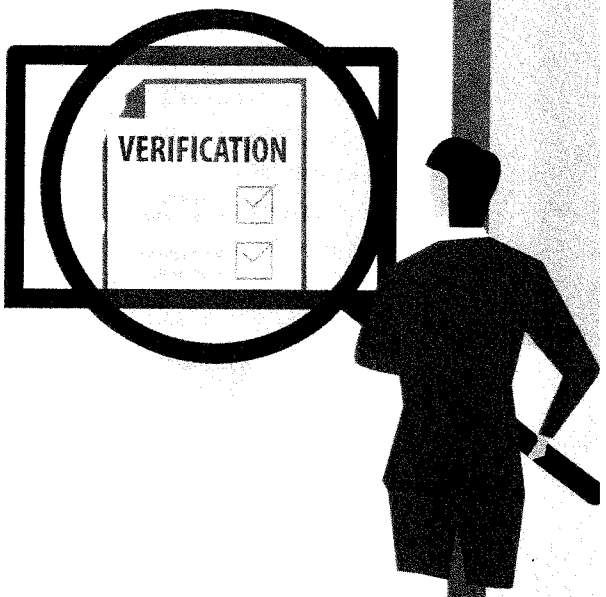
- **Verify accuracy of payee information.** It is critical that staff verify new payee account information and any subsequent changes by phone (a video call could work if staff would recognize the payee). Your staff should verify changes to contact information (name, phone, and email), mailing addresses or banking information, regardless of how they are provided (including within a self-service portal). Your staff should use known and reliable contact information that is already on file and has been previously used. They should not use contact information from recently provided information, such as an email. If possible, employees should make changes in person.

- **Consider implementing account validation.** You can choose to validate the accuracy of account information, and possibly account ownership, using different methods. These methods include an ACH pre-notification, ACH micro-transaction verification, or a commercially available validation service (such as those offered by some banks). It is up to you to determine frequency, such as at enrollment or before sending each payment. To learn more about account validation, see the NACHA resource on this topic.



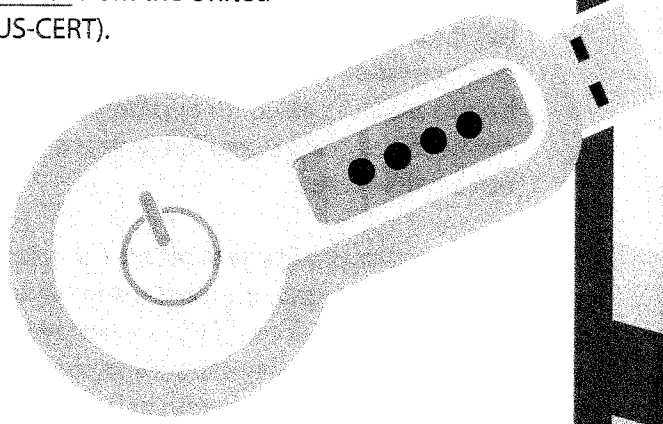
- **Review verification documentation.** Management should review and approve verification documentation before staff enter changes into the system.

- **Review all payee account changes.** Management should review all payee account changes that occur up to creation of the ACH payment file (or up to submission to the bank if the ACH payment file can be edited). One way is to compare a system exception report that details all changes since the last payment run to the source documentation.



Take steps to protect yourself when using online banking

- **Use a dedicated, secure computer.** You should send ACH payment batches using a computer solely dedicated to online banking activity. This computer needs to be up to date with security patches and antivirus protection. These measures protect it from malware, which can lead to compromised login credentials. You can learn more about how to bank securely online by reading this resource from the United States Computer Emergency Readiness Team (US-CERT).



- **Use a bank that offers token keys.** A token is a physical device that provides a key code you enter when logging into your online account. This form of multifactor authentication is more secure than an emailed or texted code. Governments should contract with banks that offer this security device and use it for any employee that has entitlements to send or release ACH payment batches.

- **Keep up to date on your bank's security measures.** Check in with your bank every six months to identify new options or services that can help protect your government against ACH fraud.

Actively monitor

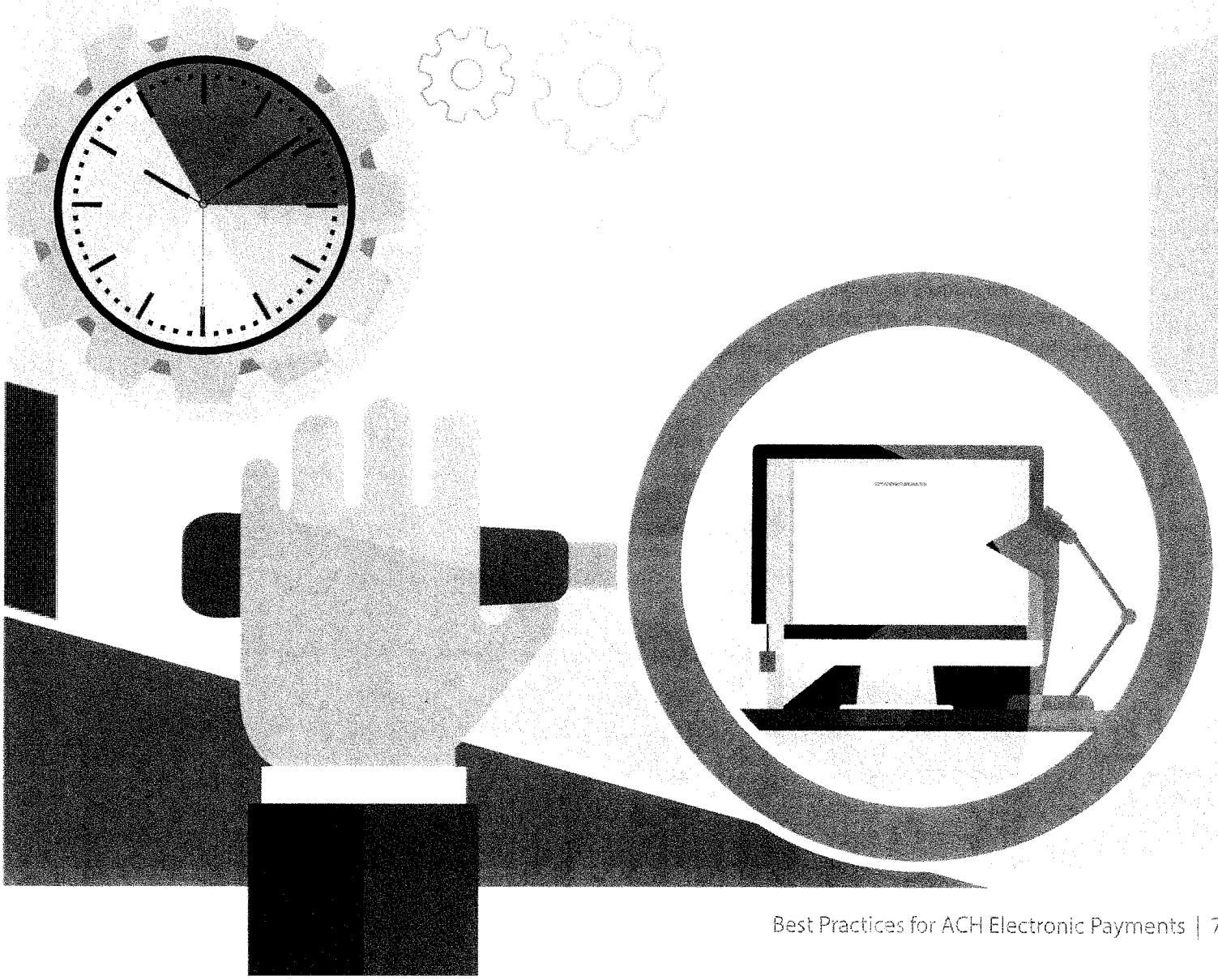
- **Check the bank's ACH remittance receipt.** Immediately after you have initiated your ACH transaction, compare the bank's ACH receipt to your original documentation.

- **Review your bank account daily.** To identify issues promptly, governments engaging in ACH activity should review bank accounts and ACH activity at least daily.

- **Periodically review payee lists.** You should periodically review your employee and vendor master files for red flags like duplicate records or vendors and employees with matching bank accounts (an indicator an employee may be fraudulently diverting vendor payments to a personal account).

- **Follow up on vendor complaints promptly.** You should act promptly if any vendor reports it has not been paid. It is possible that the payment was fraudulently diverted, and acting promptly can aid in the recovery efforts.

- **Use fraudulent incidents to inform your risk assessment process.** Analyze and quantify the extent to which your government has already suffered financial losses from fraudulent ACH payments to inform fraud risk assessments and prioritize and tailor countermeasures.



Additional resources

- National Automated Clearing House Association's (NACHA)
  Account Validation: A tool for businesses to improve ACH Transactions
- National Automated Clearing House Association's (NACHA)
  Protecting against cyber-fraud
- United States Computer Emergency Readiness Team's (US-CERT)
  Banking Securely Online (cisa.gov)
- Government Finance Officers Association's (GFOA)
  Advisory on Electronic Vendor Fraud
- Office of the Washington State Auditor's
  Segregation of Duties guide

For assistance

This resource was developed by the Center for Government Innovation at the Office of the Washington State Auditor. Please send questions, comments, or suggestions to Center@sao.wa.gov.

Disclaimer

This resource is provided for informational purposes only. It does not represent prescriptive guidance, legal advice, an audit recommendation, or audit assurance. It does not relieve governments of their responsibilities to assess risks, design appropriate controls, and make management decisions.



Center for Government
Innovation

Warren County Board of Supervisors

RESOLUTION NO. 46 OF 2026

RESOLUTION INTRODUCED BY SUPERVISORS WILD AND PATCHETT

AUTHORIZING THE WARREN COUNTY RISK AND SAFETY COMMITTEE TO PREPARE AND SUBMIT POLICIES AND PROCEDURES GOVERNING ALL TRANSFERS AND DISBURSEMENTS OF FUNDS BY ELECTRONIC OR WIRE TRANSFER

WHEREAS, the County Attorney requests that the Warren County Board of Supervisors authorize the Warren County Risk and Safety Committee to prepare and submit to the Finance Committee policies and procedures which reflect best practices in the State of New York for the transfer and disbursement of funds by electronic or wire transfer, to include but not be limited to ACH transactions, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Warren County Risk and Safety Committee to prepare and submit to the Finance Committee policies and procedures which reflect best practices in the State of New York for the transfer and disbursement of funds by electronic or wire transfer, to include but not be limited to ACH transactions.

Rivers, Marilyn

From:	Burnham, Jessica
Sent:	Friday, January 23, 2026 9:21 AM
To:	Rivers, Marilyn
Subject:	FW: Draft E-banking Policy
Attachments:	Draft e-Banking Policy 25.10.23.docx - Auditor's Edit.docx; Wire agreement.pdf; ACH agreement.pdf

Jessica Burnham
Insurance Administrator
Warren County Self Insurance
1340 State Route 9
Lake George, NY 12845
Phone (518)824-6610
Fax (518)761-6249
e-mail: burnhamj@warrencountyny.gov

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From: Stark, Monica <starkm@WarrenCountyNY.gov>
Sent: Tuesday, October 28, 2025 12:18 PM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>
Subject: RE: Draft E-banking Policy

Please see attached the updated draft with the Treasurer's office procedures.

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Thursday, October 23, 2025 12:49 PM
To: Burnham, Jessica <burnhamj@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>
Subject: Draft E-banking Policy

Attached please find a draft E-baking policy per our discussions of this date. Also attached are the UCC 4A-201, NYS GML 5-a and NYS GML 10.

Carla: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed.

Team Christine: Please add in your proposed procedures in the space provided in V. Procedures and provide other edits as may be needed. Additionally, please provide copies of any banking agreements you may currently be operating under.

I will send a Doodle meeting Request under separate email for next week.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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County of Warren, New York
Wire Transfers and e-Banking Policy

I. PURPOSE

The Board of Supervisors of the County of Warren recognizes the use of various e-banking transactions including wire transfers and e-banking activity as a faster, easier, and more efficient substitute for paper transactions. The purpose of this policy is to provide a framework of procedures, authorized by the Board of Supervisors, in order to ensure the proper protocols are followed for all e-banking activity in accordance with the Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10. This policy shall outline what e-banking activities and electronic funds transactions the County may engage in, and the responsibilities of certain individuals in order to establish a segregation of duties.

II. DEFINITIONS

Automated Clearing House (ACH): An electronic network for transferring funds in the United States using a batch processing system.

Authorized Transfer: A financial transaction that is permitted by the County through a pre-approved agreement or a specific instruction.

Banking Institution: A financial institution defined by the banking law or a national banking association located and authorized to do business in New York State.

County: The County of Warren, New York.

Electronic Banking (e-banking): The use of electronic technology to conduct banking transactions online, eliminating the need to visit a physical banking branch utilizing e-banking platforms, dedicated mobile apps, or other digital channels. E-banking services include account management; payments and transfers; digital payments; deposits; and online investments.

Electronic Funds Transfer Services: Computer based transactions that move money electronically between accounts, replacing paper methods like checks. Examples include direct deposits, debit card purchases, and the payment of bills.

Internal Controls: Policies, procedures and mechanisms used to safeguard assets, prevent and detect fraud and errors, and ensure accuracy and reliability of financial reporting to maintain integrity of the County's accounting systems and promote operational efficiency.

Public Deposits: The deposit of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for funds collected under the bank's or trust company's account agreement or policies.

Public Funds: The County's funds.

Security Procedures: A procedure established by agreement between the County and a financial banking institution or trust company for the purpose of (a) verifying that a payment order or communication amending or canceling a payment order is that of the County, or (b) detecting error in the transmission or the content of the payment order or communication. Examples include the use of computer algorithms or other codes, identifying words or numbers, encryption, callback procedures, multifactor authorization, or other similar security devices.

Segregation of Duties: An internal control practice that divides financial responsibilities amongst different people to prevent fraud and errors.

Trust Company: A trust company as defined by the banking law and located and authorized to do business in New York.

III. POLICY

E-banking uses computer and electronic technology to streamline the processing and recording of receipts and disbursements, while reducing the cost of processing these transactions. Receipts, disbursements and transfers in proper circumstances can be processed via electronic funds transfer (EFT) services, whether transferring funds from a savings to a checking account at the same bank, or making a payment to a vendor's bank across the country. Internal controls, such as written policies and procedures, authorizations, segregation of duties and monitoring.

The Board of Supervisors hereby authorizes the County Treasurer and/or Their designee(s), to engage in e-banking in accordance with all applicable laws and regulations including Uniform Commercial Code §4A-201, NYS General Municipal Law Section §5-a, and NYS General Municipal Law §10 authorizing the use of electronic or wire transfers and in conformity with the guidelines established by this policy. The County Treasurer and/or Their designee(s) are hereby authorized to initiate wire transfers when appropriate based on approved expenditures by the Board of Supervisors. The County Treasurer is hereby directed to receive notice and review such wire transfers for confirmation of authorization by the Board of Supervisors.

The Board of Supervisors also recognizes that most banking institutions no longer provide cancelled paper checks to their customers, but instead offer an electronic image obtained online. As such, the Board of Supervisors authorizes the acceptance of these electronic images in lieu of cancelled checks in accordance with General Municipal Law Section 99-b(2).

IV. SCOPE

County e-banking activities shall be used for, but not limited, to the following:

1. E-banking services (reviewing account balances, retrieving bank statements, downloading copies of cancelled checks, making stop payment orders, etc.)
2. Electronic depositing of checks received
3. Pre-authorized debit payments
4. ACH vendor payments
5. EFT or wire transfers
6. Electronic Federal Tax Payment System(EFTPS)
7. Electronic State Tax Payment System (Prompt Tax)
8. NYS Department of Motor Vehicle Licenses and Fees
9. Department of Social Services Disbursements and Funding
10. County Clerk Licenses and Fees
11. Warren County Sheriff Office's Disbursements and Funding

V. PROCEDURES

A. County Auditor Procedures

a. The County Auditor's Office reviews all electronic payments that are govemed under County Law Section 600 and processed through the New World System. These payments must first be audited by the County Auditor's Office and approved for payment by the County Auditor or the Principal Audit Clerk. The County Auditor's Office then notifies the County Treasurer's Office to set up the required electronic banking process to make the payment on a specific date determined by the County Auditor or the Principle Audit Clerk. The New World Edit Listing is provided to the County Treasurer's Office for their approval and processing of the batch in order for the proper general ledger codes to be charged for such payment.

b. After the electronic payment has been made and the New World batch has been processed the County Treasurer's Office must provide the County Auditor's Office a statement showing the details of the electronic payment. This statement should include the vendor paid, the amount of the payment, the

EFT number assigned by New World as well as the date the payment was processed. The County Auditor or Principle Audit Clerk then verify that the electronic payment matches the New World payment record and files the statement with the documents supporting the payment.

B. County Treasurer Procedures

a. Preparation of Disbursement Documentation

- The clerk prepares or receives a *Disbursement Form* along with all corresponding backup documentation (e.g., invoices, authorizations, or supporting contracts).
- The clerk reviews the backup materials to ensure they match the details provided on the *Disbursement Form*.

b. Verification and Authorization

- The *Disbursement Form* must be verified and signed by the *Deputy Treasurer* to authorize the payment setup.

c. Setup of Electronic Payment

- Once approved, the clerk proceeds to set up the electronic transfer (wire/ACH) in the online banking platform.
- After entering the payment details, the clerk prints the system confirmation for recordkeeping.

d. Dual Authorization and Security Verification

- Following the dual authorization policy, the *Deputy Treasurer* logs into the online banking system to review and approve the payment.
- As a security measure, both the clerk and the Deputy Treasurer will receive a phone call from the bank containing a unique security code, which must be verified before the transaction can be approved.

e. Post-Approval Verification

- After the wire/ACH has been approved, the final confirmation printout is returned to the clerk.
- The clerk performs a next-day verification to confirm that the transaction was processed correctly.

f. Financial System Entry

- Once verification is complete, the electronic transfer is recorded ("mirrored") in the organization's financial system to ensure accurate accounting and reconciliation.

The policy should define the Treasurer's office as the central point for coordinating, approving and submitting electronic transfers, as well as ensuring proper documentation and accuracy.

VI. SAFEGUARDS

All electronic fund transfers shall be reviewed by the County Treasurer's Office who reviews the bank statements. The County Treasurer's Office and/or their designee(s) shall be responsible for initiating transfers, only after receiving approval from the Board of Supervisors. The County Treasurer's Office shall be responsible for the County's e-banking monthly reconciliation and review in order to provide safeguards relating to separation of duties. All banking transactions for the County shall be conducted on a secure computer network.

The County Treasurer and/or their designee shall be responsible to ensure that employees with electronic access to bank accounts who leave County employment are properly removed from the accounts, effective with the termination of employment.

VII. MONITORING

The Board of Supervisors shall be responsible for implementing adequate internal controls for each of the e-banking methods utilized. An effective internal control system includes, but is not limited to, segregation of duties, proper authorization, and adequate documentation for all electronic transactions. As such, the County Board of Supervisors authorizes the County Treasurer to serve as the primary user for the County's E-banking Activity for all accounts for the purpose of receipt of alerts of all wire transfers, and in order to view all e-banking activity. The County Treasurer is directed to cause to be received an automatic alert for all wire transfers associated with County accounts. The County Treasurer shall be responsible for presenting any findings of concern or questions directly to the Board of Supervisors.

DRAFT

ocuSign Envelope ID: 564DBF17-7CAD-4CCB-991C-8011DDC9DA29

Glens Falls National Bank and Trust Company
Business Online Banking Electronic Wire Transfer Agreement

This Wire Transfer Agreement ("Agreement") sets forth the terms and conditions which govern electronic transfers of money ("Wire Transfer") from the account(s) of

County of Warren

(hereinafter called
the "Customer").

The undersigned has been duly empowered to execute this Agreement on behalf of Customer and to take all necessary steps on its behalf to implement procedures for Wire Transfers of Customer's money on deposit with Glens Falls National Bank and Trust Company (hereinafter called the "Financial Institution") in the manner described below.

Customer has designated on *Schedule A* "Primary Administrator". The Primary Administrator is authorized to order Wire Transfers from account(s) at the Financial Institution as listed in *Schedule A*. Primary Administrator will have the ability to authorize additional users to access listed account(s) and will be responsible for assigning user passwords and user IDs and for maintaining the security surrounding users Passwords and user transaction authority. The Financial Institution will act on Orders received electronically via the Internet under a valid User ID and Password through the Financial Institution's Business Online Banking Service. Primary Administrator and listed accounts may be changed in writing by delivering to the Financial Institution a new *Schedule A* and to afford the Financial a reasonable opportunity to make the change. The terms of this Agreement shall apply to any new *Schedule A*.

The Financial Institution may, in its discretion and without liability of any kind to Customer, reject any Order. The Financial Institution shall provide Customer Notice of rejection.

Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in the Schedule B of this Agreement.

Upon the receipt and acceptance of any Order, the Financial Institution will charge the account(s) designated in the Order. No Order will be executed unless the account has sufficient available funds. All wires must be transmitted in U.S. Dollars.

Either party may terminate this Agreement by giving written notice to the other party. Termination shall be effective upon receipt, although, termination of this Agreement shall not affect any rights or liabilities of either party accruing prior to such termination.

General

An Electronic Wire Transfer Order is a request to transfer money from a given Customer's account at the Financial Institution through Business Online Banking to, or for the benefit of, a given account at another financial institution.

Customer agrees and understands that when Financial Institution acts on any Order, Financial Institution and any beneficiary's Financial Institution may rely solely on (i) the beneficiary's account number even if it identifies a person different from the named beneficiary, and (ii) the identification number provided to Financial Institution of any other financial institution through which the funds are to be transferred,

rather than the name of the financial institution. Customer expressly agrees to be bound by any Order, whether or not authorized, issued in its name and accepted by provided to Financial Institution in compliance with the Security Procedure.

The Financial Institution has the discretion to accept or reject an Order on notice to Customer, and will accept Orders only from authorized users assigned by the Primary Administrator of Customer. Customer has the responsibility to keep the designation of the Primary Administrator on file with the Financial Institution current by providing, in writing, a new *Schedule A* to the Electronic Wire Transfer Agreement. Customer has the responsibility to keep Business Online Banking User(s) credentials and entitlements current.

Financial Institution shall have no obligation to cancel or amend any Order after its receipt by Financial Institution. However, Financial Institution shall use reasonable efforts to act on a request by Customer for cancellation of an Order prior to sending the wire request to the beneficiary.

The Financial Institution will make every reasonable effort to handle Orders on the day they are received, but Orders should be received by the Financial Institution by 3:00 pm to make such "same day" transfers possible.

All transfers affected by the Financial Institution will appear on periodic Financial Institution statements as applicable for each transfer account. Such statements will be presumed to be accurate unless Customer notifies the Financial Institution of discrepancies in the statements within thirty (30) days of the statement date.

The Financial Institution will not inquire as to the purpose of any Order or the identity of the transferee named in the Order. Any specialized account handling or special service required by Customer shall not be effective unless subject of a separate written agreement executed by duly authorized representatives of both Customer and the Financial Institution.

Security Procedures

Customer agrees to adhere to Security Procedures as outlined in the Business Online Banking User Agreement. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized or incorrect Orders. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper Customer supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by Financial Institution. If Customer believes or suspects that any such information or instructions have been discovered or accessed by unauthorized persons, Customer agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period for Financial Institution to act to prevent unauthorized transfer.

Financial Institution grants access to the Business Online Banking Service, as defined in any pertinent Business Online Banking Agreement, which is incorporated herein by reference, to perform Electronic Wire Transfer transactions. Any transaction initiated or authorized using a valid combination of Login ID, Password and other authentication means established by Financial Institution, will be considered authentic, valid and binding by Customer and Financial Institution.

Electronic Wire Transfer Orders initiated via Business Online Banking require dual control (one Customer Representative to create the Order and one Customer Representative to approve the Order).

THE FINANCIAL INSTITUTION SHALL ACT IN GOOD FAITH AND EXERCISE REASONABLE CARE UNDER THIS AGREEMENT AND SHALL BE LIABLE TO CUSTOMER ONLY FOR LOSSES CUSTOMER SUSTAINS WHICH ARE CAUSED DIRECTLY BY THE FINANCIAL INSTITUTION'S FAILURE TO SO ACT AND EXERCISE SUCH CARE AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND OR EXTENT. IN NO CASE SHALL THE FINANCIAL INSTITUTION BE LIABLE FOR DAMAGES SUSTAINED BY CUSTOMER AS A RESULT OF A WIRE TRANSFER MADE PURSUANT TO AN ORDER PURPORTEDLY MADE BY AN AUTHORIZED REPRESENTATIVE, UNLESS THE FINANACIAL INSTITUTION HAD ACTUAL KNOWLEDGE THAT THIS ORDER WAS BEING MADE BY A PERSON LACKING AUTHORITY.

If Customer suspects or believes that any such information has been compromised, or that unauthorized wires have been transmitted via the Service, it shall immediately call Financial Institution's Electronic Banking Customer Service Center at 800-246-2415. Electronic Banking Hours are Mondays through Fridays 8:00 a.m. to 6:00 p.m. and Saturdays 9:00 a.m. to 1:00 p.m.

Customer will employ a secure Internet environment using commercially reasonable industry standard security technology.

Financial Institution shall not be liable for any damages whatsoever arising from or caused by Customer's failure to comply with these provisions. Furthermore, Financial Institution will not be liable for any damages arising from or caused by any third parties, other than those damages directly arising from the gross negligence or willful misconduct of its employees after Financial Institution had obtained actual knowledge that a transfer was being placed by a person without authority. Customer shall be solely liable for any losses arising from, through or as a result of its establishment or use of its security standards, policies and/or safeguards. Any unauthorized payment or transfer shall be presumed to have been caused by Customer's lack of care in the establishment or use of such security standards, policies and/or safeguards.

Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity

(a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by or in the name of Customer pursuant to this Agreement, and shall not be responsible for the accuracy, validity or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Order received from or in the name of Customer) or those of any other person, including without limitation, any Federal Reserve Financial Institution and no such person shall be deemed Financial Institution's agent. Customer shall indemnify, defend and hold Financial Institution harmless against any and all Losses and Litigation Expense arising out of or relating to any claim or assertion of any person or entity to the effect that Financial Institution is responsible for any act or omission of Customer (including its agents, servants, employees or subcontractors) or any other person described in the section above. For purposes of this section "Loss" means any Liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees and penalties or other charge, other than a Litigation Expense. For purposes of this Section, "Litigation Expense" means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this Section, including without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.

(b) Any Financial Institution liability, which can only arise from the gross negligence or willful misconduct of the Financial Institution, shall be limited to Customer's actual damages; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with, arising out of or related to a breach of this Agreement by Financial Institution (including its agents, servants, employees or subcontractors), whether or not the likelihood of such damages was known or contemplated by Financial Institution and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the forgoing provisions, Financial Institution shall be excused from failing to act or a delay in acting if such failure or delay is caused by legal constraint, interruption of mechanical, transmission or communication facilities, equipment failure, war, acts of terrorism, emergency conditions, criminal acts of third parties or other circumstances beyond Financial Institution's control.

Amendments

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon notice when required to Customer or such later date as may be stated in Financial Institution's notice to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Financial Institution:
Signature: Whitney Burger
Print Name: Whitney Burger
Title: Municipal Banking Professional
Date: 5/18/2023

Company Name:
Signature: Robert V. Lynch II
Print Name: Robert V. Lynch II
Title: Deputy Treasurer
Date: 5/18/2023

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Glens Falls National Bank and Trust Company
Business Online Banking Electronic Wire Transfer Agreement

Schedule A: Electronic Wire Transfer

☒ NEW ☐ TERMINATE ALL WIRE SERVICES ☐ UPDATE: Company Information Account Information Limit

Company Name: County of Warren Tax ID Number: 14-6002576

Business Online Banking Company ID: 2171942 Customer Key: 33895

The Primary Administrator will be granted the below limits and is responsible for designating authorized users within Business Online Banking. (Confirm Primary Administrator with the most recent Business Online Banking Agreement.)

1. **Account Information**

ADD	10175938		ADD	10881112
ADD	10366200		ADD	10881167
ADD	10461024		ADD	10881170
ADD	10664779		ADD	10881183
ADD	10770582		ADD	10881196
ADD	10830930		ADD	10881206

2. **Limits** Daily Limit: $ 9,000,000.00

3. **Bank Limit Approval**

Primary Bank Approver: DocuSigned by: Whitney Burger 50DA0FF9C5B34...

Secondary Bank Approver (IF REQUIRED): DocuSigned by: Arleen Girard 6545A99724CA417...

Please see list of Authorized Signers with corresponding Limits for Signature Authorization.

(Forms Library > Branch Services > Miscellaneous > Authorized Signatures - GFNB)

By signing below both parties agree to the terms and conditions detailed above. The Customer representative must be authorized by Business Resolution within the Business Online Banking Agreement to enter into this Agreement on behalf of the Customer.

Financial Institution:

Signature: DocuSigned by: Whitney Burger 50DA0FF9C5B3478...

Print Name: Whitney Burger

Title: Municipal Banking Professional

Date: 5/18/2023

Company: warren County of Warren

Signature: DocuSigned by: Robert V. Lynch II B749B3ADD7074E1...

Print Name: Robert V. Lynch II

Title: Deputy Treasurer

Date: 5/18/2023

Cash Management Verification: DocuSigned by: Sabrina Brandow B1900E45C1F4AC...

ocuSign Envelope ID: 564DBF17-7CAD-4CCB-991C-8011DDC9DA29

Glens Falls National Bank and Trust Company
Business Online Banking Electronic Wire Transfer Agreement

SCHEDULE B: Electronic Wire Transfer Schedule of Fees

SERVICE FEES

Domestic Online Wire Fee: $15.00 per Wire
Foreign Online Wire Fee (U.S. Dollars): $15.00 per Wire

Fees associated with this Electronic Wire Transfer Agreement are subject to change at the Bank's discretion at any and all times. The Bank will evaluate the fee(s) for these Services minimally on an annual basis. Notice of such change will be provided in accordance with the CHANGE IN TERMS section of your Business Online Banking User Agreement.

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Action Required	Account Number
Add	931894
Add	936006
Add	999072
Add	10881219
Add	10881235
Add	10881251
Add	10881303
Add	10881345
Add	10881565
Add	10881727
Add	10881798
Add	10881866
Add	10884449
Add	10884465
Add	10884481
Add	10884672
Add	10905205
Add	10905920
Add	10905933
Add	10905946
Add	10905959
Add	10905962
Add	13045735
Add	13111601
Add	13112477
Add	13177360
Add	13495259
Add	6290307439
Add	6300314811
Add	6300315460

Glens Falls National Bank and Trust Company
ACH Originator Agreement

This Agreement, dated as of 01/04/2024 ,is by and between Glens Falls National Bank and Trust Company (hereafter referred to as "Financial Institution"), and

County of Warren

(hereafter referred to as "Company")

INFORMATIONAL ONLY WITH ADDITIONAL ACCOUNTS ATTACHED

RECITALS

Company wishes to initiate Credit and/or Debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (NACHA), the Electronic Payments Network (EPN) and the Federal Reserve Bank, and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries.

This agreement along with the rules of the National Automated Clearing House Association (NACHA), the Electronic Payments Network (EPN), and the Federal Reserve Bank (collectively, hereafter referred to as the "Rules") describe the terms and conditions by which Financial Institution provides Company automated clearing house transfer services.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

AGREEMENT

In consideration of the mutual promises set forth below, the parties agree as follows:

1. **Transmittal of Entries by Company**

   Company shall transmit PPD (Prearranged Payments & Deposits), CCD (Cash Concentration or Disbursement), or other mutually agreeable credit or debit Entries to Financial Institution at 250 Glen Street, Glens Falls, New York, and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. However, under no circumstances will IAT (International ACH Transaction) Entries be transmitted or accepted. The total dollar amount of Entries transmitted by Company to Financial Institution shall not exceed established Total Exposure, Template and Transaction limits the amount specified in the Limits sections on Schedule A. Any ACH Templates that have not been settled are counted towards the Total Exposure Limit. Transmission of entries bearing SEC Codes other than PPD, CCD, or other mutually agreeable types will result in the customer's entire file being rejected and not being processed. The customer will be responsible for reinitiating any valid entries.

2. **Security Procedure**

   (a) Company and Financial Institution shall comply with the security procedure requirements described herein with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. Company is responsible for errors in transmission or content of any entry and is responsible for maintenance of security procedures set forth in this Agreement.

   (b) Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized or incorrect transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper Company supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by Financial Institution in connection with these security procedures for the access rights granted under Schedule A and other bank-provided programs allowing access to automated clearing house services. If Company believes or suspects that any such information or instructions have been discovered or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period for Financial Institution to act to prevent unauthorized transfer.

(c) Financial Institution grants access to the Business Online Banking Service, as defined in any pertinent Business Online Banking Agreement, which is incorporated herein by reference, to perform transactions authorized in Schedule A. Company agrees to establish security standards and policies that include proper safeguards to protect the confidentiality of all Login IDs, Passwords and other authentication identifiers that are assigned to or chosen by Company for initiating transactions using this system. Any transaction initiated or authorized using a valid combination of Login ID, Password and other authentication means established by Financial Institution, will be considered authentic, valid and binding by Company and Financial Institution. Upon request, Financial Institution agrees to provide reasonable assistance to establish Login IDs and Passwords, training, and support to Company for properly using the services. With regard to Internet Entries, Company warrants and agrees:

(1) That each Internet Entry has been originated in a manner which employs a commercially reasonable fraudulent transaction detection system.

(2) That Company has (I) established to its own satisfaction in a commercially reasonable manner the identity of the person originating an Entry; (II) established a procedure to monitor Entries relative to its limits across multiple settlement dates; and (III) has verified that all routing numbers are valid and accurately entered.

(3) That Company will employ a secure Internet environment using commercially reasonable industry standard security technology.

(4) That Company will conduct an annual audit to ensure that all information it receives and sends is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, damage, unauthorized use and access; (2) personnel and control to ensure security as provided herein; and (3) network and communication security to ensure security as provided herein. The audit will be made available to Financial Institution upon its request.

(d) If Company suspects or believes that any such information has been compromised, or that unauthorized files have been transmitted via the Service, it shall immediately call Financial Institution's Electronic Banking Customer Service Center at 800-246-2415. Electronic Banking Hours are Mondays through Fridays 8:00 a.m. to 6:00 p.m. and Saturdays 9:00 a.m. to 1:00 p.m.

(e) Financial Institution shall not be liable for any damages whatsoever arising from or caused by Company's failure to comply with these provisions. Furthermore, Financial Institution will not be liable for any damages arising from or caused by any third parties, other than those damages directly arising from the gross negligence or willful misconduct of its employees after Financial Institution had obtained actual knowledge that an Entry, payment or transfer was being placed in effect by a person without authority. Company shall be solely liable for any losses arising from, through or as a result of its establishment or use of its security standards, policies and/or safeguards. Any unauthorized payment or transfer shall be presumed to have been caused by Company's lack of care in the establishment or use of such security standards, policies and/or safeguards.

3. Compliance with Security Procedures

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution acted on the entry in good faith and acted in compliance with the security procedure referred to herein with respect to such Entry. If signature comparison is to be used as part of a facsimile transmission received as a secondary means of transmission, as in the case of an emergency, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized signer on Account (an "Authorized Signer"), as set forth on the Depository Resolution maintained at Financial Institution for the Primary Account

identified in Schedule A attached hereto, and, on the basis of such comparison, reasonably believes the signature accompanying such file to be that of such Authorized Signer.

(b) Nevertheless, if an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to herein with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

4. **Recording and Use of Communications**

Company and Financial Institution agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. **Transaction Settlement/Delivery Timeframes**

All ACH credit Entries should be delivered at least two (2) business days prior to the Effective Date of the transactions (Delivery Date or Send on Date). All ACH debit Entries should be delivered at least one (1) business day prior to the Effective Date of the transactions. If the Entries are not delivered within the required timeframe, Financial Institution does not guarantee the transactions will be accepted by ACH processors, or be received/posted on the Effective Date by the recipient's financial institution. Nonetheless, Financial Institution may accept these Entries and they will be forwarded to the ACH processor no later than Financial Institution's next regularly scheduled delivery time.

For purposes of this Agreement, a business day is defined as a calendar day other than Saturday, Sunday or a Federal holiday. **The end-of-day cutoff time is 4:00 p.m. EST or EDT (as the case may be). The end-of-day cutoff time for same-day is 1:00pm EST.**

All ACH credit originations represent financial obligations for Company and Financial Institution. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 12. The immediately available balance showing in the Business Online Banking Service associated with the account designated as the settlement account for the Entries must be sufficient to cover the total originations on the Delivery Date (Send on Date). If the settlement account does not have sufficient immediately available funds at that time, Financial Institution may, without any liability, deny, reject or process the Entries. If the Entries are processed, Company shall pay Financial Institution for the Entries.

Financial Institution shall debit or credit the Account(s) of Company as identified (I) within the transmitted Template for payment of the Company's credit originations on the day of the Effective Date; (II) within Online Cash Management by the customer; or (III) on a facsimile transmission. The company is responsible for settling immediately with Financial Institution any overdrafts caused by an ACH Template originated by Company. Financial Institution reserves the right to debit other accounts owned by Company to cover an overdraft caused by settlement of an ACH Template originated by Company.

6. **Processing, Transmittal and Settlement by Financial Institution**

(a) Except as provided in Section 7, On-Us Entries, and Section 8, Rejection of Entries, Financial Institution shall (I) process Entries received from Company to conform with the file specifications set forth in these Rules; (II) transmit such Entries as an Originating Depository Financial Institution to Financial Institution's automated clearing house; and (III) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit or complete the necessary Template authorization of such ACH Entries by the Delivery Date (Send on Date) deadline of the ACH set forth herein prior to the Effective Date shown in such Entries, provided (I) such Entries are received by Financial Institution's cut-off time set forth herein on a business day; (II) the Effective Date is at least two (2) business days after such business day; and (III) the ACH is open for business on such business day. Entries shall be deemed received by Financial Institution when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A.

(c) If any requirements of Section 6(b) are not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in the security procedures described herein, which is a business day and a day on which the ACH is open forbusiness.

7. On-Us Entries

Except as provided in Section 8, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Date contained in such Entry, provided the requirements set forth in clauses (I) and (II) of Section 6(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Date.

8. Rejection of Entries

Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 2, Security Procedure, or which contains an Effective Date more than two (2) business days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 12, The Account. Financial Institution may reject any Entry of Company which does not adhere to security procedures as described herein. Financial Institution shall notify Company by phone, electronic transmission, including email, or in writing of such rejection no later than the Delivery Date (Send on Date) or, in the case of an On-Us entry, its Effective Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

9. Cancellation or Amendment by Company

Financial Institution shall have no obligation to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, provided such request complies with the security procedure set forth in Section 2.

10. Notice of Returned Entries

Financial Institution shall notify Company by email of the receipt of a returned entry from the ACH no later than two (2) business days after the business day of such receipt by Financial Institution. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

Debits returned using Reason Return Codes R01 (Insufficient Funds) or R09 (Uncollected Funds) of Appendix Four of the NACHA Rules may be reoriginated one additional time after the original transaction has been returned.

11. Payment by Company for Entries

Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement as specified in the Fee Schedule (Schedule B)

12. The Account

Financial Institution may without prior notice or demand obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule A attached hereto (the "Account"), and shall credit or debit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Financial Institution.

Company shall maintain immediate available funds in the Account sufficient to cover its payment obligations under this Agreement by the Delivery Date (Send on Date), which is two (2) business days prior to the Effective Date of a credit entry. In the event there are not sufficient immediate available funds in the Account maintained with Financial Institution to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

13. **Account Reconciliation**

Entries transmitted by Financial Institution or credited to a Receiver's (as defined in Rules) account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. As set forth herein, Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within fifteen (15) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within fifteen (15) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

14. **Company Representations and Agreements; Indemnity**

With respect to each and every Entry initiated by or in the name of Company, Company represents and warrants to Financial Institution and agrees that (I) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Date shown on such Entry; (II) such authorization is operative at the time of transmittal or crediting/debiting by Financial Institution as provided herein; (III) Entries transmitted to Financial Institution by Company are limited to those types of Credit or Debit Entries set forth in Section 1, Transmittal of Entries By Company; (IV) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Bank Secrecy Act (BSA), the sanctions laws administered by OFAC; and (V) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation, the provision making payment of an Entry of the Receiving Depository Financial Institution to the receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify, defend and hold Financial Institution harmless against any and all Losses and Litigation Expense arising out of or relating to any breach by Company (including its agents, servants, employees or subcontractors) of any of the foregoing representations or agreements. For purposes of this section "Loss" means any Liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees and penalties or other charge, other than a Litigation Expense. For purposes of this Section, "Litigation Expense" means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this Section, including without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.

15. **Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity**

(a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by or in the name of Company pursuant to this Agreement, and shall not be responsible for the accuracy, validity or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from or in the name of Company) or

those of any other person, including without limitation, any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company shall indemnify, defend and hold Financial Institution harmless against any and all Losses and Litigation Expense arising out of or relating to any claim or assertion of any person or entity to the effect that Financial Institution is responsible for any act or omission of Company (including its agents, servants, employees or subcontractors) or any other person described in this Section 15(a). For purposes of this section "Loss" means any Liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees and penalties or other charge, other than a Litigation Expense. For purposes of this Section, "Litigation Expense" means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this Section, including without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.

(b) Any Financial Institution liability, which can only arise from the gross negligence or willful misconduct of the Financial Institution, shall be limited to Company's actual damages; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with, arising out of or related to a breach of this Agreement by Financial Institution (including its agents, servants, employees or subcontractors), whether or not the likelihood of such damages was known or contemplated by Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or a delay in acting if such failure or delay is caused by legal constraint, interruption of mechanical, transmission or communication facilities, equipment failure, war, acts of terrorism, emergency conditions, criminal acts of third parties or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or a delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise in violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in Section 15(a).

16. Inconsistency of Name and Account Number

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

17. Notification of Change

Financial Institution shall notify Company of any Notifications of Change (N.O.C.) received by Financial Institution relating to Entries originated by Company; this notification will be in the form of e-mail, or other agreed upon method, and will be sent no later than two (2) business days after receipt of a N.O.C. In addition, Company must make any corrections indicated by the N.O.C. within six (6) banking days of notification by Financial Institution or prior to the initiation of the next entry, whichever is later.

18. Reversal of Entries

Company may initiate a reversing entry to correct an erroneous credit or debit entry, as described in the NACHA Rules that had been previously initiated into a receiver's account. The reversing entry must be transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI by midnight of the fifth business day following the Settlement Date of the erroneous entry.

The originator must notify the Receiver of the reversing entry and the reason for the reversing entry no later than the Settlement Date of the reversing entry.

In this event that it is necessary for the Originator to reverse an entry made in error, it is the sole responsibility of the Originator to initiate that entry through Online Cash Management either by creating a reversal Template or by sending an ACH created with third party software.

19. Payment for Services

Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in the Schedule B of this Agreement. These charges will be auto-debited from the Account monthly from the designated fee account. All fees and services are subject to change upon twenty-one (21) calendar days prior written notice from Financial Institution to Company. Such charges do not include and Company shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company.

20. Amendments

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cutoff time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon notice when required to Company or such later date as may be stated in Financial Institution's notice to Company.

21. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized signer, and any such communication shall be deemed to have been signed by such person.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States mail, email, and, if to Financial Institution, addressed to:

Glens Falls National Bank and Trust Company
Attn: Electronic Banking
250 Glen Street
Glens Falls, New York 12801

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

22. Data Retention

Company shall retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal to Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.

23. Electronic Data

All forms of electronic data used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

24. Evidence of Authorization

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire or any longer period as may be required in Rules.

25. Cooperation in Loss Recovery Efforts

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable effort to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to refund or elects to pursue against a third party.

26. ACH File Upload

For customers who choose to send a file created using third-party software the NACHA file requirements must be met. A sample file format can be provided upon request: A balanced file of credits and debits must equal.

In addition, the bank is not able to provide any technical support for third-party software. Customer must contact its vendor regarding technical issues.

Prior to sending files using third-party software, the company must provide the bank with a test file in order to ensure that all formatting requirements have been met. Customers who switch third-party software products must also provide a sample file for testing prior to initiating live entries. Test files must be provided in a timely fashion prior to the planned "go live" date. Additionally, please contact the bank prior to sending any test files and allow adequate time for testing.

27. NACHA Rules

Company agrees to adhere to the most recent NACHA Rules as published by National Automated Clearing House Associating (NACHA). This includes any rules not specifically stated in this Agreement.

Company is solely responsible for obtaining a copy of the NACHA Rules, which can be purchased online at www.nacha.org or from a number of other sources.

28. Unlawful Internet Gambling Enforcement Act

In accordance with the Unlawful Internet Gambling Enforcement Act it is the policy of Arrow Financial Corporation and its subsidiaries to not allow customers to originate ACH transactions for the purpose for unlawful internet gambling.

By signing this Agreement the company attests that their business does not involve Internet Gambling, nor will it process ACH transactions on behalf of another business involved with Internet Gambling.

29. Termination

Company may terminate this Agreement at any time with or without cause. Such termination shall be effective within five (5) business days following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement, with or without cause, immediately by providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement. **The Account shall not be closed until at least sixty (60) days after the termination date to permit clearing of items and amounts due.** At Financial Institution's discretion, a reserve fund may be withheld from Company's account to provide for any uncollected entries.

30. Entire Agreement

This Agreement (including the Schedules attached hereto), the NACHA Rules, together with the Business Online Banking User Agreement , is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Business Online Banking User Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

31. Non-Assignment

Company may not assign this Agreement or any of the rights or duties hereunder to any person, whether resulting from transfer, merger, consolidation, sale or other business arrangement, without Financial Institution's prior written consent.

32. Waiver

Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

33. Binding Agreement; Benefit

This Agreement shall be binding upon the parties hereto and their respective legal representatives. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any right against Financial Institution or Company hereunder.

Glens Falls National Bank and Trust Company
ACH Originator Agreement

SCHEDULE A: Authorized ACH Services and Origination Limits

☐ NEW ☐ TERMINATE ALL ACH ORIGINATION SERVICES ■ UPDATE: ☒ ACCOUNT INFORMATION: • COMPANY INFORMATION • BILLING OPTIONS • ACCOUNT ☐ AUTHORIZED SERVICES ☐ LIMITS

FOR UPDATE PLEASE SELECT ONE OR MORE OF THE FOLLOWING

INFORMATIONAL ONLY WITH ADDITIONAL ACCOUNTS ATTACHED

This schedule will define the Company's allowed transactions using Financial Institution's Business Online Banking to originate, create and/or deliver PPD or CCD NACHA formatted files for further processing in accordance with the attached agreement. All entries shall be conducted via Financial Institution's in accordance to the instructions provided either by the system or Financial Institution representatives. The allowed services granted to Company may consist of multiple features; such as web-enabled data entry screens, file transfers and uploads. This Schedule (1) identifies all Accounts authorized to be debited for payment of service fees and accounts due and payable to Financial Institution and (2) itemizes the features for each type of origination service. The maximum limits set forth in this Schedule may only be set by Financial Institution, not Company. Financial Institution has the right, but not the obligation to set and enforce maximum limits at any time, with or without notice to Company, at its sole discretion.

1. **ACCOUNT INFORMATION**

COMPANY NAME: County of Warren

CUSTOMER TIN: 14-6002576 CUSTOMER KEY: 33895

BILLING OPTIONS: ANALYSIS

ACCOUNT TO CHARGE*:

*If billing option is "charge", please indicate specific account number to charge in coordinating field

ACTION REQUIRED	ACCOUNT NUMBER	ACTION REQUIRED	ACCOUNT NUMBER
UPDATE/EXISTING	936006	UPDATE/EXISTING	10881206
UPDATE/EXISTING	10461024	UPDATE/EXISTING	10881251
UPDATE/EXISTING	10881183	UPDATE/EXISTING	10905962

2. **AUTHORIZED ACH SERVICES & ORIGINATION LIMITS**

■ ACH THROUGH BUSINESS ONLINE BANKING

■ Template — Customer will use Business Online Banking to create ACH File

■ ACH File Upload ***additional fees may apply*** — Customer will use software outside of Business Online Banking to create ACH File

☐ Prenote ***ACH per item fees will apply*** — Customer will send a prenote prior to intiating the first transaction generate every time a new recipient is changed or added.

The Primary Administrator will be granted the below limits and is responsible for designating authorized users, limits and entitlements within Business Online Banking.

3. **LIMITS**

A. TOTAL EXPOSURE LIMIT: $2,000,000.00
(3 DAY EXPOSURE)

B. DAILY LIMIT: $2,000,000.00

LIMITS ARE FOR BOTH CREDIT AND DEBIT TRANSACTIONS UNLESS OTHERWISE SPECIFICALLY NOTED ABOVE.

By signing below both parties agree to the terms and conditions detailed above. The Customer representative must be authorized by Corporate Resolution within the Business Online Banking User Agreement to enter into this Agreement on behalf of the Customer.

FINANCIAL INSTITUTION:

SIGNATURE: Whitney Burgh

PRINTED NAME: Whitney Burgh

TITLE: Municipal Banking Relationship Mgr

DATE: 3-1-24

COMPANY NAME:

SIGNATURE:

PRINTED NAME: CHRISTINE V. MARTIN

TITLE: TREASURER

DATE: 2/29/24

CASH MANAGEMENT VERIFICATION:

34. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

35. Severability

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

36. Governing Law

This Agreement shall be governed by the laws of New York State and by applicable federal law. The Customer submits to the jurisdiction of the state courts located in Warren County of the State of New York and the United States District Court for the Northern District of New York, without prejudice to the Bank's right to bring an action in any other forum. The Customer waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to the Customer at its address set forth in the records of the Bank. The Customer waives trial by jury in any proceeding brought by either party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement, and the Customer also waives any objection based on forum non-conveniens, improper venue or personal jurisdiction, for any proceeding brought in any federal or state court located in the State of New York.

37. Limitation of Claims

No suit, action, or claim, regardless of form, arising out of or related to this Agreement shall be brought by Company more than one year after any such cause of action or claim shall have occurred.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Financial Institution:

Signature: Whitney Burger

Print Name: Whitney Burger

Title: Municipal Banking Relationship Mgr

Date: 2/28/24

Company Name:

Signature: [signature]

Print Name: CHRISTINE V. NORTON

Title: TREASURER

Date: 2/29/24

In the event Financial Institution needs to contact Company, the following contact information shall constitute notice if delivered to:

Emergency Contact Robert Lynch Title Deputy Treasurer

Company Name County of Warren

Street 1340 State Route 9

City Lake George State NY Zip Code 12845

Telephone 518 761 3680 Fax

Email Address lynchr@warrencountyny.gov

SCHEDULE B: ACH FEE SCHEDULE

SERVICE FEES

ACH Service Fee: $20.00 per month, $0.10 per item, $0.25 per Same Day item

ACH NOC Fee: $3.00 per item

ACH Return Fee: $3.00 per item

Fees associated with this ACH Agreement are subject to change at the Bank's discretion at any and all times. The Bank will evaluate the fee(s) for these Services minimally on an annual basis. Notice of such change will be provided in accordance with Section PAYMENT FOR SERVICES of this Agreement.

Action Required	Account Number
Update/Existing	13112477
Update/Existing	6300315460

Rivers, Marilyn

From: Stark, Monica
Sent: Wednesday, November 12, 2025 2:33 PM
To: Rivers, Marilyn
Cc: Norton, Christine
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Hi Marilyn – please see below :

1. **Dual Authorization and Security Verification**
   a. Following the dual authorization policy, the *County Treasurer and/or their designees shall* log into the online banking system to review and approve the payment. (previously entered)
   b. As a security measure, two employees of the County Treasurer's staff shall be designated to receive two separate phone calls from the bank, each containing a unique security code, which must be verified before the transaction can be approved. **Please completely replace b with following** :

As a security measure, the County Treasurer and/or their designees will receive a phone call from the bank containing a unique security code which must be verified before the transaction can be approved.

Please let me know if you have any questions. Thanks.

From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Monday, November 10, 2025 1:06 PM
To: Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; Sherman, Carla <shermanc@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>
Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find the latest edits for the Wire Transfer Policy as edited by Tammy.

Please let us know if you have any final edits before this moves forward to the Risk and Safety Committee.

Thank you,

Jess, Jenn and Marilyn

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Sent: Friday, October 31, 2025 12:50 PM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Hi Marilyn-

Some recommended changes to replace the term County Financial with County Financial System in various places.

Thanks!

~Tammie

Tammie DeLorenzo
Assistant County Administrator
Warren County
1340 State Route 9
Lake George, NY 12845
(518)761-7655
delorenzot@warrencountyny.gov

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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Wednesday, October 29, 2025 10:54 AM
To: Sherman, Carla <shermanc@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>
Cc: Burnham, Jessica <burnhamj@warrencountyny.gov>; Elmen, Larry <elmenl@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>
Subject: FW: Wire Transfer and e-Banking Policy Draft 25.10.28

Jess has provided corrections. (Thank you Jess.)

Please use this draft.

Marilyn L Rivers, CPCU ARM AIC

Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: Burnham, Jessica <burnhamj@warrencountyny.gov>
Sent: Wednesday, October 29, 2025 10:41 AM
To: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Subject: RE: Wire Transfer and e-Banking Policy Draft 25.10.28

Jessica Burnham
Insurance Administrator
Warren County Self Insurance
1340 State Route 9
Lake George, NY 12845
Phone (518)824-6610
Fax (518)761-6249
e-mail: burnhamj@warrencountyny.gov

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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Wednesday, October 29, 2025 9:15 AM
To: Dickey, Ryan <DickeyR@warrencountyny.gov>; Sherman, Carla <shermanc@warrencountyny.gov>; Norton, Christine <nortonc@WarrenCountyNY.gov>; Stark, Monica <starkm@WarrenCountyNY.gov>; Donohue, Daniel <donohued@warrencountyny.gov>; DeLorenzo, Tammie <delorenzot@warrencountyny.gov>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>; Slemmer, Mary <slemmerm@WarrenCountyNY.gov>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Burnham, Jessica <burnhamj@warrencountyny.gov>
Subject: Wire Transfer and e-Banking Policy Draft 25.10.28

Attached please find a clean draft of the County "Wire and e-Banking Policy" per our discussions and your additions.

Please review and offer any corrections by close of business on Friday, November 7th.

Thank you,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Rivers, Marilyn

From: Groberg, Gatlin <GGROBERG@travelers.com>
Sent: Friday, January 23, 2026 8:48 AM
To: Rivers, Marilyn
Cc: Groberg, Gatlin
Subject: RE: Privileged and Confidential Travelers Crime Submission Policy # 106215725

External sender <ggroberg@travelers.com>
Make sure you trust this sender before taking any actions.

Marilyn,

Understood. I'll have my admin open a new claim and most likely reach back out to you next week for a follow up. Thank you.

Regards,

R. Gatlin Groberg | Claim Counsel, Company Employee Adjuster | Bond & Specialty Insurance Claim
Travelers
P.O. Box 2989
Hartford, CT 06104-2989

Work: 704.540.3392
Fax: 704.540.3126
Physical Address: 11440 Carmel Commons Blvd STE 400 Charlotte, NC 28226
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From: Rivers, Marilyn <riversm@WarrenCountyNY.gov>
Sent: Thursday, January 22, 2026 4:36 PM
To: BSIclaims <BSIclaims@travelers.com>; Groberg, Gatlin <GGROBERG@travelers.com>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; Geraghty, Kevin <geraghtyk@WarrenCountyNY.gov>; Libutti, Dan <DLIBUTTI@travelers.com>; Burnham, Jessica <burnhamj@warrencountyny.gov>; jess_mccamy@ajg.com; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Sulim Bartok <sulim_bartok@ajg.com>; Comeau, Terry (Sheriff) <Terry.Comeau@warrencountysheriffny.us>; LaFarr, James (Sheriff) <James.LaFarr@WarrenCountySheriffNY.us>
Subject: [External] RE: Privileged and Confidential Travelers Crime Submission Policy # 106215725
Importance: High

CAUTION: This email came from outside of the company.
Please exercise caution when opening attachments, clicking links or responding to this email. The original sender of this email is riversm@WarrenCountyNY.gov.

This claim was submitted under the wrong policy number and unfortunately I did not get corrected after the submission.

I am humbly sorry.

The correct policy is attached. Its date of inception is January 1, 2023 with an expiration date of January 1, 2026.

Coverage for this claim is potentially $1,000,000 for Funds Transfer Fraud.

Please review this information and somebody at Travelers Gallagher confirm.

PLEASE confirm this is the correct policy. (Thank you Jenn for pulling this out of the fire.)

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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From: Rivers, Marilyn
Sent: Friday, January 9, 2026 1:06 PM
To: 'bsiclaims@travelers.com' <bsiclaims@travelers.com>
Cc: Elmen, Larry <elmenl@WarrenCountyNY.gov>; Taflan, John <taflanj@WarrenCountyNY.gov>; 'geraghtyk@warrencountyny.gov' <geraghtyk@warrencountyny.gov>; Libutti, Dan <dlibutti@travelers.com>; Burnham, Jessica <burnhamj@warrencountyny.gov>; jess_mccamy@ajg.com; Smith, Jennifer <smithj@WarrenCountyNY.gov>; Sulim Bartok <sulim_bartok@ajg.com>; Comeau, Terry (Sheriff) <terry.comeau@warrencountysheriffny.us>; LaFarr, James (Sheriff) <james.lafarr@warrencountysheriffny.us>
Subject: Privileged and Confidential Travelers Crime Submission Policy # 106429980
Importance: High

January 9, 2026

Travelers Bond and Specialty Insurance Claim
POB 2989
Hartford, CT 06104-2989

RE: Insured: County of Warren, New York
Policy No.: 106429980
Date of Loss: December 12, 2025 and December 23, 2025
Value of Loss: $2.1 Million and $1.2 Million

Sent Via Email to: BSIclaims@travelers.com

Dear Travelers Claims Professional:

The County of Warren New York hereby makes a crime claim under its 2025 policy year with policy number 106429980. The dates and amounts of loss are as follows:

December 12, 2025: $2.1 Million Dollars

December 23, 2025: $1.2 Million Dollars
(Captured and Frozen by US Secret Service and FBI Officials)

County employees within the County's Treasurer's Office unknowingly fell victim to a social engineering scheme involving one of its contracted vendors. The vendor – Peckham Road Corp had a valid County contract and submitted valid invoices for payment for services rendered throughout 2025. Peckham, however, experienced a cyber intrusion in the 2nd or 3rd quarter of 2025 which provided the cyber criminals with all of its clients, contracts and invoices which laid ground for an established vulnerability to which the County succumbed to in these two losses.

The County of Warren immediately contacted law enforcement officials upon learning of the cyber theft of its funds, including but not limited to the FBI, US Justice Department Secret Service, New York State Troopers, New York State Comptroller's Office and the Warren County Sheriff's Office. The Warren County Sheriff's Office is coordinating the entirety of the law enforcement effort pertaining to this matter. All law enforcement agencies are working together to investigate and recoup the monies lost. To date, the County has been informed that the December 23, 2025 payment of $1.2 Million has been frozen and is capable of eventually being returned to the County.

The County presents the following preliminary information regarding the losses being reported:

- On or about November 13, 2025, a cyber perpetrator identified themselves as an employee of Peckham Road Corp and made contact with a County employee within the County Treasurer's Office inquiring as to how to change a bank routing number for payment.
- The County employee in question within the County Treasurer's Office directed the cyber perpetrator to complete the required online form which would allow the potential change.
- The cyber perpetrator then completed the form and submitted it online.
- The County received the form with the false banking account numbers for Peckham Road Corp., but the employees processing the form did not follow established County procedures to validate the fraudulent request made and made the change. The Deputy County Treasurer then approved the change made to the system as required by procedures, but again did not validate that the new banking information for the vendor was valid and correct. Meaning, the County Treasurer's Office did not contact Peckham Road Corp to confirm the new banking information.
- Peckham Road Corp submitted valid vouchers in accordance with the work it had performed for the County in 2025. The first voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this first case, $2.1 Million was paid to Peckham by the County via ACH to the fraudulent account on December 12, 2025.
- Peckham Road Corp submitted a second invoice in the amount of $1.2 Million for services rendered to the County. The second voucher submitted was paid and audited in accordance with County protocols. The voucher was then paid by the County Treasurer's Office via ACH to the fraudulent account entered for Peckham. In this second case, however, the $1.2 Million being paid to Peckham by the County via ACH to the fraudulent account on December 23, 2025, was scheduled for payment for the next day – December 24, 2025, BUT had not yet been released by the County's bank – Arrow Bank.
- On December 23, 2025, Peckham Road Corp contacted the County inquiring as to its payments. The cyber fraud was discovered at this time and a series of events transpired in close succession:

- County officials immediately notified law enforcement including the FBI and Secret Service. The NYS Comptroller, NYS Troopers and Warren County Sheriff's Office was also notified within this same time period.
- The Secret Service - in concert with the County's Bank – Arrow Bank immediately froze the $1.2 Million on the verge of being paid and the suspended payment.

The County is actively working with law enforcement officials to investigate this matter. The County reports these matters to Travelers Insurance as a crime claim. The point of contact for this claim is Lawrence Elman, County Attorney. All inquiries pertaining to this claim should be directed to his attention.

Thank you for your immediate attention to this matter.

Sincerely,

Marilyn L Rivers, CPCU ARM AIC
Property and Casualty Risk Manager
Office of the County Attorney
County of Warren
1340 State Route 9
Lake George, NY 12845
Direct Tel: 518.824.8717

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Rivers, Marilyn

From: Groberg, Gatlin <GGROBERG@travelers.com>
Sent: Thursday, January 22, 2026 12:23 PM
To: Rivers, Marilyn
Cc: jess_mccamy@ajg.com; Elmen, Larry; Groberg, Gatlin
Subject: RE: Warren County Ldc - T2600786
Attachments: Acknowledgement - First Party Claim - PNP PCL.docx

Follow Up Flag: Follow up
Flag Status: Flagged

External sender <ggroberg@travelers.com>
Make sure you trust this sender before taking any actions.

Marilyn,

Thank you again for speaking with me this morning. As I explained, I will be handling this matter and have attached a Word copy Proof of Loss form for your convenience. Briefly, the first step in the claim process is for a detailed, sworn Proof of Loss to be submitted along with supporting documentation in accordance with the Policy. We would ask that you complete the Proof of Loss for the above-referenced claim per the Policy and submit it with supporting documentation within 120 days of discovery of the loss. Please include a narrative of the incident[s] which gives rise to the claim. If you require additional time to submit your proof of loss, kindly request an extension in writing to do so.

At this time, only your Employee Theft Insuring Agreement appears to provide the best avenue to coverage under your Travelers issued Crime Policy. An endorsement to your Policy alters the Employee Theft Insuring Agreement by adding, "The Company will pay the Insured for the Insured's direct loss of, or direct loss from damage to, Money, Securities and Other Property directly caused by the failure of any Employee to faithfully perform the Employee's duties **as prescribed by law**."

This "as prescribed by law" language is crucial to your claim. At this time, I request the following:

1. Please identify any and all Employees relevant to this matter you believed failed to faithfully perform the duties of their respective office resulting in your loss;
2. Please identify any and all statutes, ordinances, or other legal obligations the above referenced Employee(s) failed to adhere to resulting in this loss, including a narrative of how the employee failed to comply with the legal obligation.

Without evidence of the above, it is unlikely that coverage will trigger in this matter. Once I receive a substantive response, I'll review. If an avenue to coverage appears to exist, I will most likely request additional documentation to substantiate the allegations claimed in this matter.

My full contact information is below for your future reference. Please do not hesitate to call or email at any time. I will be happy to help.

Please understand that Travelers fully reserves all rights, remedies, and defenses in this matter, including but not limited to the right to raise any additional terms, conditions and exclusions not specifically mentioned in this email as defenses to coverage should they later be determined to apply. This reservation of rights shall remain in effect

whether mentioned in subsequent communications or not unless specifically revoked in writing by Travelers. Please note that neither this electronic communication, nor any actions by Travelers or any of its agents, shall constitute, or be deemed a waiver, estoppel, admission of liability or prejudice of any kind to Travelers' rights and defenses under the Policy, by law, or otherwise.

Regards,

R. Gatlin Groberg | Claim Counsel, Company Employee Adjuster | Bond & Specialty Insurance Claim
Travelers
P.O. Box 2989
Hartford, CT 06104-2989

Work: 704.540.3392
Fax: 704.540.3126
Physical Address: 11440 Carmel Commons Blvd STE 400 Charlotte, NC 28226
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-----Original Appointment-----
From: Groberg, Gatlin
Sent: Tuesday, January 20, 2026 5:09 PM
To: Groberg, Gatlin; Elmen, Larry
Cc: Rivers, Marilyn; jess_mccamy@ajg.com
Subject: Warren County Ldc - T2600786
When: Thursday, January 22, 2026 11:30 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

The purpose of this call is to discuss the facts of the above referenced claim, any applicable coverage, and set expectations for next steps.

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/26715267420362?p=HLJt2bfdFPlfc6MizY

Meeting ID: 267 152 674 203 62

Passcode: BE7N5F5X

Need help? | System reference

Dial in by phone

+1 860-785-9308,,7583119# United States, Hartford

Find a local number

Phone conference ID: 758 311 9#

Join on a video conferencing device

Tenant key: 982188977@t.plcm.vc

Video ID: 117 179 115 5

More info

For organizers: Meeting options | Reset dial-in PIN

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Rivers, Marilyn

Subject:	Re-draft Wire Transfer E-Banking
Location:	Committee Room
Start:	Thu 1/29/2026 10:00 AM
End:	Thu 1/29/2026 11:30 AM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Rivers, Marilyn
Required Attendees:	Driscoll, Tawn; Jill.Mammone@dfa.state.ny.us; Burnham, Jessica; Mason, Ann Marie; Stark, Monica; Norton, Christine; Sherman, Carla; Smith, Jennifer; Mastrianni, Christina (DFA); Colvin, Michael; DeLorenzo, Tammie; Etu, Nathan; Ramsey, Jennifer; Elmen, Larry; Dickey, Ryan; Hajos, Kevin; LaFarr, James (Sheriff); Comeau, Terry (Sheriff)

Today's Meeting Materials are attached.

Please review these materials carefully.

There have been system issues today. Our task is to develop a comprehensive definition section for the policy re-draft. You will receive a draft tomorrow morning based upon today's conversation utilizing these documents.

Please remember that this is a team effort.

Please share your positive contributions and opportunities for improvement with this group as you have them.

Best to all.

§ 4A-201. SECURITY PROCEDURE.

" Security procedure " means a procedure established by agreement of a customer and a receiving bank for the purpose of (i) verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or (ii) detecting error in the transmission or the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer is not by itself a security procedure.

‹ PART 2. ISSUE AND ACCEPTANCE OF PAYMENT ORDER Up § 4A-202. AUTHORIZED AND VERIFIED PAYMENT ORDERS. ›

NY CLS Gen Mun § 5-a

Current through 2025 released Chapters 1-430

New York Consolidated Laws Service > ***General Municipal Law (Arts. 1 — 20)*** > ***Article 2 General Municipal Finances (§§ 3 — 25)***

§ 5-a. Electronic or wire transfers

1. Notwithstanding any other law to the contrary, whenever an officer of a local government, as that term is defined in section ten of this article, is authorized or directed pursuant to law to disburse or transfer on behalf of the local government funds in the custody of the officer, that officer shall be authorized to disburse or transfer such funds by means of electronic or wire transfer. Such disbursement shall be otherwise subject to applicable laws, provided that:

(a) the governing board of the local government has entered into a written agreement with the bank or trust company in which such funds have been deposited, prescribing the manner in which electronic or wire transfer of such funds shall be accomplished, identifying by number and name those accounts from which electronic or wire transfers may be made, identifying which officer or officers are authorized to order the electronic or wire transfer of funds from those accounts, and implementing a security procedure as defined in section 4-A-201 of the uniform commercial code; and

(b) the bank or trust company processing the transfer shall provide to the officer ordering the electronic or wire transfer of funds written confirmation of each such transaction no later than the business day following the day on which the funds are transmitted.

2. It shall be the duty of the governing board of the local government to adopt a system of internal controls for the documentation and reporting of all transfers or disbursements of funds accomplished by electronic or wire transfer.

History

Add, L 1996, ch 140, § 14, eff June 11, 1996; amd, L 1998, ch 469, § 9, eff July 22, 1998.

Annotations

Notes

Editor's Notes:

Laws 1996, ch 140, § 24, eff June 11, 1996, provides as follows:

§ 24. This act shall take effect immediately and shall apply to all budgets which are adopted after the date on which it shall have become a law.

Prior Law:

Former § 5-a, add, L 1939, ch 221, § 1; repealed, L 1943, ch 712, § 3, eff Sept 2, 1945, with substance covered by Local Finance Law § 23.00, 53.00 and 100.00.

In New York, municipalities are authorized to conduct wire transfers of funds under specific regulations. According to , NY CLS Gen Mun § 5-a. a municipal officer may disburse or transfer funds via electronic or wire transfer if the governing board of the municipality has entered into a written agreement with the bank or trust company holding the funds. This agreement must outline the procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate these transfers, and implement a security procedure as defined in section 4-A-201 of the Uniform Commercial Code. Additionally, the bank or trust company must provide written confirmation of each transaction to the officer who ordered the transfer no later than the next business day . NY CLS Gen Mun § 5-a.

Furthermore, the governing board of the municipality is required to adopt a system of internal controls to document and report all electronic or wire transfers. This ensures accountability and compliance with applicable laws . NY CLS Gen Mun § 5-a.

Wire transfers in New York are also governed by Article 4-A of the Uniform Commercial Code, which establishes a comprehensive framework for electronic funds transfers, including the rights and obligations of all parties involved. This framework emphasizes speed, efficiency, and finality in the transfer process . U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754, Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242.

Content supporting AI-generated response:

NY CLS Gen Mun § 5-a | NY - New York Consolidated Laws Service | Codes | New York

U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Mar 8, 2023

Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Jul 14, 2016

NY CLS Gen Mun § 10

Current through 2025 released Chapters 1-430

New York Consolidated Laws Service > *General Municipal Law (Arts. 1 — 20)* > *Article 2 General Municipal Finances (§§ 3 — 25)*

§ 10. Deposits of public money; security

1. For purposes of this section:

a. "Local government" shall mean any municipal corporation, school district, board of cooperative educational services, district corporation, special improvement district governed by a separate board of commissioners, industrial development agency or authority or a public library.

b. "Public funds" shall mean funds of a local government.

c. "Public deposits" shall mean deposits of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for actually and finally collected funds under the bank's or trust company's account agreement or policies.

d. "Bank" shall mean a bank as defined by the banking law or a national banking association located and authorized to do business in New York.

e. "Trust company" shall mean a trust company as defined by the banking law and located and authorized to do business in New York.

f. "Eligible securities" shall mean any of the following:

(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by this state, obligations issued by a municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than this state) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the four highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are pledged.

(xi) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".

g. "Eligible surety bond" shall mean a bond executed by an insurance company authorized to do business in this state, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

h. "Eligible letter of credit" shall mean an irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is incompliance [in compliance]* with applicable federal minimum risk-based capital requirements.

2.

a.

(i) The governing board of every local government shall designate one or more banks or trust companies for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or any other officer authorized by law to make deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositaries. Such resolution shall specify the maximum amount which may be kept on deposit at any time in each such bank or trust company. Such designations and amounts may be changed at any time by further resolution.

(ii) The governing board of a local government that has designated one or more banks or trust companies for the deposit of public funds pursuant to subparagraph (i) of this paragraph may, in its discretion, authorize the designated bank or trust company to arrange for the redeposit of the local government's funds in one or more banking institutions, as defined in *section nine-r of the banking law*, for the account of the local government, through a deposit placement program that meets all of the following conditions:

(A) On or after the date that the local government's funds are received, the designated bank or trust company (I) arranges for the redeposit of such funds into deposit accounts in one or more banking institutions and (II) serves as custodian for the local government with respect to the funds redeposited into such accounts.

(B) Local government funds deposited in a designated bank or trust company in accordance with this subparagraph and held in the designated bank or trust company in excess of the amount insured by the federal deposit insurance corporation pending redeposit of the funds

* The bracketed words have been inserted by the Publisher.

pursuant to this subparagraph shall be secured in accordance with subdivision three of this section.

(C) The full amount of local government funds redeposited by the designated bank or trust company into deposit accounts in banking institutions pursuant to this subparagraph (plus accrued interest, if any) shall be insured by the federal deposit insurance corporation.

(D) At the same time that the money of the local government is redeposited pursuant to this subparagraph, the selected depository receives an amount of deposits from customers of other financial institutions pursuant to the deposit placement program that are at least equal to the amount of the local government's funds redeposited by the designated bank or trust company.

b. Except as otherwise provided by law, all deposits shall be made to the credit of the local government. The deposit of public funds pursuant to this subdivision shall release the officer making the deposit and his or her surety from any liability for loss of such public funds by reason of the default or insolvency of any such bank or trust company.

c. The governing board of a local government, in which a banking development district has been designated by the superintendent of financial services pursuant to *section ninety-six-d of the banking law*, may designate a bank, trust company or national bank located in such district for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or other officer authorized by law to make such deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositories. Such resolution shall specify the maximum amount which may be kept on deposit at any time with such bank, trust company or national bank located in such district. Subject to an agreement between such governing board and such banking institution, public funds deposited in such banking institution may earn a fixed interest rate which is at or below such banking institution's posted two year certificate of deposit rate. In those instances where there is such an agreement, its terms and conditions shall also be specified in the resolution. Any such designation, amount, or agreement provisions may be changed at any time by further resolution.

3. All public deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as now or hereafter amended shall be secured in accordance with this subdivision:

a. The officers making a deposit may accept a pledge of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from such officers, or a pledge of a pro rata portion of a pool of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from all such officers within the state at such bank or trust company, together with a security agreement from the bank or trust company. The security agreement and custodial agreement referred to below may be the same agreement including when the bank or trust company holding the public deposits holds the collateral for the public body. The security agreement shall provide that such eligible securities or pro rata portion of a pool of eligible securities are being pledged by the bank or trust company as security for the public deposits, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposit upon a default. It shall also provide for the conditions under which the securities or pro rata portion of a pool of eligible securities held may be sold, presented for payment, substituted or released and the events of default which will enable the local government to exercise its rights against the pledged securities. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. The custodial agreement shall provide that the pledged securities or pro rata portion of a pool of eligible securities will be held by the custodial bank or trust company as agent of, and custodian for, the local government, and will be kept separate and apart from the general assets of the custodial bank or trust company and it shall also provide for the manner in which the custodial bank or trust company shall confirm the receipt, substitution or release of the collateral. Such agreement shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and the substitution of collateral when a change in

the rating of a security causes ineligibility pursuant to paragraph f of subdivision one of this section. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. Such agreement may also contain such other provisions as the governing board may deem necessary.

b. Whenever eligible securities delivered to a custodial bank or trust company pursuant to this paragraph are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of such obligations, the records of the custodial bank or trust company shall show, at all times, the interest of the local government in such securities or pro rata portion of a pool of eligible securities as set forth in the security agreement.

c.

(i) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may accept an eligible surety bond payable to such local government as security for the payment of one hundred percent, or an eligible letter of credit payable to such local government as security for the payment of one hundred forty percent, of the aggregate amount of public deposits from such officers and the agreed upon interest, if any. The terms and conditions of any eligible surety bond shall be approved by the governing board.

(ii) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.

d. For purposes of determining the market value of securities as required by this subdivision:

(i) The eligible securities described in subparagraphs (viii), (x) and (xi) of paragraph f of subdivision one of this section shall be valued at eighty percent of their market value.

(ii) The eligible securities described in subparagraph (ix) of paragraph f of subdivision one of this section shall be valued at seventy percent of their market value.

(iii) Of the eligible securities described in subparagraphs (v), (vi) and (vii) of paragraph f of subdivision one of this section, those securities rated in the highest category shall be valued at one hundred percent of their market value; those securities rated in the second highest rating category shall be valued at ninety percent of their market value; and those securities rated in the third highest rating category shall be valued at eighty percent of their market value. When two nationally recognized statistical rating organizations rate a security in two different categories, the security shall be considered to be rated in the higher of the two categories.

4.

(a) Notwithstanding any other provision of law to the contrary, the chief fiscal officer, or other officer authorized by law to make deposits, may, subject to the approval of the governing body of a local government, by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company as provided in this section.

(b) The entrusting of public funds for deposit pursuant to paragraph (a) of this subdivision shall release the officer entrusting the public funds to the courier service and his or her surety from any liability for loss of such public funds by the courier service in the process of delivering such public funds to the designated bank or trust company.

(c) The local government authorizing the deposit of public funds by a courier service pursuant to paragraph (a) of this subdivision shall require the courier service to obtain a surety bond for the full

amount entrusted to the courier, payable to the local government and executed by an insurance company authorized to do business in this state, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public funds entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier.

(d) A deposit made by a courier on behalf of a local government shall be deemed to be a deposit made by the chief fiscal officer or other officer entrusting such funds for purposes of the requirements contained in this section for securing public deposits.

(e) A bank or trust company may, from time to time and as agreed upon with a local government, reimburse all or part of, but not more than, the actual cost incurred by the local government in transporting cash, negotiable instruments or other items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the department of financial services or other federal or state authority.

History

Add, *L 1992, ch 708, § 12*; amd, *L 1992, ch 708, § 43*; *L 1993, ch 356, § 1*, eff Oct 19, 1993; *L 1996, ch 619, § 1*; *L 1997, ch 204, § 2*, eff Jan 1, 1998; *L 1997, ch 234, § 1*, eff Sept 4, 1996; *L 1998, ch 623, § 1*, eff Oct 20, 1998; *L 2002, ch 615, § 1*, eff Oct 2, 2002; *L 2005, ch 545, § 2*, eff Aug 23, 2005; *L 2011, ch 62, § 104* (Part A), eff Oct 3, 2011; *L 2012, ch 128, § 1*, eff July 18, 2012; *L 2018, ch 424, § 1*, effective January 1, 2019.

Annotations

Notes

Prior Law:

Former § 10, add, L 1954, ch 465, § 1; repealed, *L 1992, ch 708, § 12*, eff Nov 28, 1992.

Prior § 10, add, L 1909, ch 29; amd, L 1910, ch 129, L 1915, ch 382, L 1934, ch 223, L 1935, ch 234, § 1; repealed, L 1943, ch 712, § 3, with substance covered by Local Finance Law Article 2, Title 5 and § 163.00.

Editor's Notes:

Laws 1992, ch 708, §§ 44 **and 45,** eff Nov 28, 1992, provide as follows:

§ 44. The state comptroller shall provide a model investment policy for local governments pursuant to *section 39 of the general municipal law* and model security and custodial agreements for local governments pursuant to *section 10 of the general municipal law*. It is the intent of the legislature that such model policy and agreements shall provide information and assistance to local government officials who are formulating local policies and agreements. The provision of such model policy and agreements by the comptroller shall not be construed as a mandate upon local governments to adopt identical policies and agreements.

§ 45. This act shall take effect on the one hundred twentieth day after it shall have become a law, provided that section forty-three of this act shall take effect June 4, 1997; and provided, however, that the amendments to the opening paragraph of subdivision 2 of *section 11 of the general municipal law*, made by section thirteen of this act and the opening paragraph of paragraph b of *section 165.00 of the local finance law*, made by section twenty-six of

this act shall not affect the expiration and reversion of such provisions as provided in chapter 680 of the laws of 1976, as amended. (Amd, L 1995, ch 109, § 1, L 1996, ch 6, § 1, L 1996, ch 70, § 1, L 1996, ch 152, § 1, L 1997, ch 13, § 1, L 1997, ch 27, § 1, L 1997, ch 67, § 1, eff May 21, 1997, deemed eff May 21, 1997.).

Laws 1993, ch 356, § 38, eff Oct 19, 1993, provides as follows:

§ 38. This act shall take effect on the ninetieth day after it shall have become a law provided, however, that sections twenty-one and twenty-nine of this act shall take effect one year after the date on which this act shall have become a law; provided, further, that subdivision 13 of *section 854 of the general municipal law*, as amended by section three of this act and subdivision 10 of *section 1951 of the public authorities law*, as amended by section nineteen of this act, shall take effect immediately and provided further that subdivision 15 of *section 858 of the general municipal law*, as added by section seven of this act, subdivision 14 of *section 1953 of the public authorities law* as added by section twenty-three of this act and subdivision 14 of *section 2306 of the public authorities law* as added by section thirty-one of this act shall take effect on January 1, 1994; provided further however that the provisions of section fifteen of this act shall remain in full force and effect until the end of calendar day January 31, 2008, and provided further that the last four sentences of the opening paragraph, the second undesignated paragraph and the first sentence of the third undesignated paragraph of *section 1953 of the public authorities law*, as added by section twenty-two of this act and the second and third undesignated paragraphs and the first sentence of the fourth undesignated paragraph of *section 2306 of the public authorities law*, as added by section thirty of this act shall remain in full force and effect until the end of calendar day January 31, 2008 when upon such date the provisions of the opening paragraph of *sections 1953 and 2306 of the public authorities law* shall revert to and be read as set out in law on the date immediately preceding the effective date of this act and provided further that section 5 of chapter 905 of the laws of 1986, as amended by section thirty-five of this act, shall take effect immediately and shall be deemed in full force and effect on and after July 1, 1993; provided further, however, that this act shall not apply to projects for which an agency, through the issuance of its bonds, execution of leases, or the passage of an inducement resolution or bond resolution, has authorized any assistance prior to the date on which this act shall have become a law whether or not such projects are thereafter modified; provided further, however, that nothing contained herein shall be deemed to affect the application, qualification, expiration or repeal of any provision of law amended by any section of this act and such provisions shall be applied or qualified or shall expire or be deemed repealed in the same manner, to the same extent and on the same date as the case may be as otherwise provided by law. (Amd, L 1993, ch 357, § 15, L 1996, ch 254, § 2, L 1996, ch 278, § 2, L 1996, ch 305, § 2, L 1996, ch 307, § 2, L 1996, ch 309, § 460, L 1997, ch 444, § 5, L 1999, ch 444, § 3, L 2002, ch 112, § 2, L 2005, ch 159, § 2, L 2006, ch 142, § 2, L 2007, ch 381, § 2, eff July 26, 2008.).

Laws 1996, ch 619, § 1, eff Sept 4, 1996, provides as follows:

§ 2. This act shall take effect immediately; provided, however, that the amendment made to *section 10 of the general municipal law* by this act shall survive the expiration of such section as provided in chapter 708 of the laws of 1992, as amended.

Laws 1998, ch 623, § 8, eff Oct 20, 1998, provides as follows:

§ 8.This act shall take effect immediately; provided, however, that every local government that participates in a municipal cooperation agreement, which is currently in existence and would be within the definition of a cooperative investment agreement under this act, shall have one year from such effective date to execute those amendments necessary to comply with the requirements of sections four, five, and six of this act, and until the expiration of that year, nothing in this act shall affect the validity of any municipal cooperation agreement authorizing cooperative investments; provided further that, for purposes of complying with sections two, three and five of this act, any obligation owned by a local government on May 1, 1998, or held on May 1, 1998 pursuant to a municipal cooperation agreement that would be within the definition of a cooperative investment agreement under this act, that provides for the adjustment of its interest rate on set dates shall be deemed to mature on the date on which the interest rate resets; and provided further that, for purposes of complying with section six of this act, contracts for professional services procured on behalf of an existing municipal cooperation agreement that would be within the

definition of a cooperative investment agreement under this act shall be awarded pursuant to a request for proposal process upon the expiration of existing contracts or thirty months from the effective date of this act, whichever occurs earlier, provided that the amendments to subdivision 3 of *section 11 of the general municipal law* made by section two of this act shall be subject to the expiration and reversion of such subdivision pursuant to section 7 of chapter 548 of the laws of 1997, as amended, when upon such date the provisions of section three of this act shall take effect.

Laws 2018, ch 424, § 2, eff January 1, 2019, provides:

§ 2. This act shall take effect on the first of January next succeeding the date on which it shall have become a law.

Amendment Notes:

2012. Chapter 128, § 1 amended:

By designating entire sub 2, par (a) as sub 2, par (a), subpar (i).

By adding sub 2, par (a), subpar (ii).

2011. Chapter 62, § 104 (Part A) amended:

Sub 2, par c at fig 1 by substituting "superintendent of financial services" for "superintendent of banks".

Sub 4, par (e) at fig 1 by substituting "department of financial services" for "banking department".

The 2018 amendment by ch 424, § 1, substituted "four" for "two" in 1f(viii).

Notes to Decisions

Expenditures by the Trustees of the Freeholders and Commonalty of the Town of Southampton, New York, did not have to be approved by the Town Board or the Town Comptroller; *N.Y. Town Law § 64* did not transfer control over Freeholders Trust revenue to the Town Board or otherwise render Trust funds "public funds" under this section. *Gessin v Throne-Holst, 134 A.D.3d 31, 20 N.Y.S.3d 367, 2015 N.Y. App. Div. LEXIS 6799 (N.Y. App. Div. 2d Dep't 2015)*, app. dismissed, *26 N.Y.3d 1094, 45 N.E.3d 613, 24 N.Y.S.3d 575, 2016 N.Y. LEXIS 35 (N.Y. 2016)*.

Term "bank" as used in CLS Gen Mun §§ 10 and 11 does not include state or federally chartered savings banks; term "national banking association" under CLS Gen Mun § 10 does not include federally chartered savings banks. *1995 Op St Compt No. 95-12, 1995 N.Y. Comp. LEXIS 9*.

Local government is not required by law to enter into security and custodial agreements identical to models prepared by office of state comptroller. *1995 Op St Compt No. 95-32, 1995 N.Y. Comp. LEXIS 27*.

Town may enter into custodial agreement under which custodial bank will be indemnified for costs, expenses, damages, liabilities, or claims that do not arise out from custodian's own negligence or willful misconduct (15 Opns St Comp 1959, p 37 is a superseded to the extent it may be inconsistent). *1999 Op St Compt No. 99-16, 1999 N.Y. Comp. LEXIS 16*.

Research References & Practice Aids

Codes, Rules and Regulations:

Debt statement form to be used in connection with public sales of bonds by counties, towns, villages and cities having less than 125,000 inhabitants. *2 NYCRR §§ 31.1, 31.2*.

Federal Aspects:

The Federal Deposit Insurance Act, cited in statutory text, appears generally as *12 USCS §§ 1811* et seq.

The Securities Exchange Act of 1934, *15 USCS §§ 78a* et seq.

Hierarchy Notes:

NY CLS Gen Mun

NY CLS Gen Mun, Art. 2

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End of Document

ACH processing explained: A guide for businesses

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Automated Clearing House (ACH) processing is a system used in the US to electronically transfer funds between bank accounts. The ACH network is regulated by the **National Automated Clearing House Association (Nacha)**, which establishes rules for secure and accurate transactions. ACH processing is commonly used for large-scale or recurring payments such as payroll, government benefits, tax refunds, bill or mortgage payments, and business-to-business (B2B) transactions. The ACH network handled nearly **31.5 billion payments** worth $80.1 trillion in 2023, marking an annual growth of 4.8% in volume and 4.4% in value compared with the previous year.

This guide will cover what ACH processors do, how long ACH processing takes, and best practices businesses should follow when dealing with ACH processing.

What's in this article?

Types of ACH transfers

How does ACH processing work?

How long does ACH processing take?

Challenges with ACH processing—and how to solve them

How to choose the right ACH processor

ACH processing best practices

Types of ACH transfers

There are two types of **ACH transfers**: ACH credits and ACH debits. ACH credits send funds to a bank account, while ACH debits withdraw funds from a bank account. Both types of ACH transfers are commonly used in business and personal transactions.

Common types of ACH credits

Direct deposit: Employers use ACH credits to send salaries and wages to employees.

Government payments: Government agencies use ACH credits to send benefits (e.g., Social Security) or tax refunds.

Vendor payments: Businesses often use ACH credits to pay suppliers and contractors.

Person-to-person payments: Some services let people use ACH credits to send money to one another.

Common types of ACH debits

Automatic bill payments: Customers use ACH debits to pay bills such as utilities or insurance premiums.

Loan or mortgage payments: Financial institutions use ACH debits to automatically collect monthly loan or mortgage payments.

Business-to-business transactions: Businesses use ACH debits to collect payments from clients or other businesses.

Subscriptions and memberships: Service providers often use ACH debits to collect subscription fees.

How does ACH processing work?

The ACH network operates as a batch processing system. Financial institutions gather and process groups of transactions at specific times, usually during overnight cycles. The typical process for an **ACH transaction** involves these steps:

Authorization: The originator (individual, business, or government entity) obtains authorization from the recipient or account holder to initiate the ACH transaction. This can be in the form of written, verbal, or electronic consent, depending on the type of transaction.

Submission: Once authorized, the originator submits the ACH transaction to their bank, known as the Originating Depository Financial Institution (ODFI). The ODFI is responsible for ensuring the transaction complies with Nacha rules and regulatory requirements.

Transmission: The ODFI transmits the batch of ACH transactions to an ACH operator, typically the Federal Reserve or The Clearing House. The operator processes the transactions in batches, sorting them based on destination and other factors.

Delivery: The ACH operator routes the transactions to the Receiving Depository Financial Institution (RDFI), which is the bank of the recipient or account holder. The RDFI is responsible for posting the funds to the appropriate accounts.

Settlement: The ACH operator facilitates the settlement of funds between the ODFI and RDFI. This involves debiting the ODFI's account and crediting the RDFI's account, completing the transfer of funds.

Reconciliation: The RDFI reconciles the incoming transactions and posts them to individual accounts.

How long does ACH processing take?

ACH processing times depend on factors including the type of **ACH transaction**, the processing schedule of the ACH operator, and whether the transaction is same-day or standard. The ODFI and RDFI might also have different internal processing times, affecting when transactions are sent or received. Errors in transaction details or issues with authorization (such as requiring additional verification for large transactions or new accounts) can cause additional delays in processing.

Standard ACH processing

Standard **ACH transactions** usually take one to three business days to process. The exact timing depends on when the transaction is submitted and the batch processing schedule of the ACH operator. ACH transactions are processed in batches at specific times, typically overnight, and transactions submitted after a certain cutoff time will be included in the next batch. ACH processing typically occurs on business days, excluding weekends and public holidays. Transactions initiated on weekends or holidays will be processed on the next business day.

Same-day ACH processing

Same-day ACH transactions are processed and settled on the same business day, usually within a few hours. To qualify for same-day processing, transactions must be submitted before a specific cutoff time. Same-day ACH is often used for urgent payrolls, emergency bill payments, or time-sensitive business transactions, and it might incur additional fees because of the expedited processing.

Challenges with ACH processing—and how to solve them

As with any payment processing, ACH processing comes with costs, security risks, regulatory requirements, and potential for operational hurdles. Here are solutions for handling common challenges that arise with ACH processing:

Fraud and unauthorized transactions

Fraudulent or unauthorized ACH transactions can lead to financial losses and reputational damage.

Solutions

Strong **security measures** such as multifactor authentication (MFA) and encryption to protect sensitive data.

Anomaly detection and fraud monitoring systems to identify unusual transaction patterns.

Requiring proper authorization such as signed agreements or electronic consent for ACH debits and credits.

Employee and customer education on phishing, social engineering, and other fraud risks.

Compliance with Nacha rules and regulations

Nacha has strict **rules governing ACH transactions**, and noncompliance can result in penalties.

Solutions

Staying updated with Nacha rules and changes.

Implementing internal compliance programs, including regular audits and staff training.

Documenting all authorizations, and maintaining records of ACH transactions for compliance verification.

Working with legal and compliance experts to address complex regulatory issues.

Operational errors and delays

Errors such as incorrect **account numbers** or submission timing can cause delays in processing and require manual intervention.

Solutions

Implementing automated validation and error-checking systems to minimize manual errors.

Using standardized processes for ACH transaction creation and submission.

Communicating with the ODFI and RDFI to quickly address processing issues.

Establishing clear cutoff times and processing schedules to avoid delays.

Account reconciliation and settlement issues

Reconciling ACH transactions and settling accounts between financial institutions can be complex and create potential for errors.

Solutions

Using automated reconciliation tools to track and match incoming and outgoing ACH transactions.

Maintaining records of transactions for reconciliation and auditing purposes.

Collaborating with financial institutions to promptly resolve settlement discrepancies.

Implementing business continuity and disaster recovery plans to minimize disruptions.

Limited processing windows

ACH transactions are typically processed in batches during specific times, which can lead to delays for urgent transactions.

Solutions

Using same-day ACH for urgent transactions.

Planning ACH transactions in advance, considering processing windows and business days.

Communicating with customers and business partners about processing timelines to manage expectations.

Cost management

ACH processing can involve fees, especially for same-day ACH or large volumes of transactions.

Solutions

Negotiating fees with financial institutions based on transaction volume and frequency.

Optimizing ACH processes to reduce unnecessary costs (e.g., using direct deposit for payroll to minimize check processing fees).

Introduction
Types of ACH transfers
How does ACH processing work?
How long does ACH processing take?
Challenges with ACH processing —and how to solve them
Fraud and unauthorized transactions
Compliance with Nacha rules and regulations
Operational errors and delays
Account reconciliation and settlement issues
Limited processing windows
Cost management
How to choose the right ACH processor
ACH processing best practices

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How to choose the right ACH processor

Choose the best ACH processor for your business by considering factors including cost, reputation, security measures, and compatibility with your systems. Before committing to an ACH processor, request a demo or trial to test the platform and its features. Assess user-friendliness, functionality, and overall suitability for your business.

Business requirements

Identify your business's needs regarding ACH processing.

Transaction volume: Estimate the number of ACH transactions you expect to process monthly.

Types of transactions: Determine whether you'll need ACH credits, debits, or both.

Special features: Identify additional features you might require such as same-day ACH, recurring payments, or integration with accounting software.

Compliance and security

Evaluate potential ACH processors based on these criteria:

Nacha compliance: Ensure the processor adheres to Nacha rules and regulations for ACH transactions.

Security measures: Look for processors that use encryption, MFA, and other security features to protect sensitive data.

Fraud prevention: Check whether the processor offers **fraud detection** and prevention tools to safeguard against unauthorized transactions.

Compatibility and integration options

Integration with existing systems can save time and reduce errors.

Software compatibility: Confirm the ACH processor integrates with your accounting, payroll, or customer relationship management (CRM) systems.

API availability: Check whether the processor provides application programming interfaces (APIs) for custom integrations or automated processes.

Pricing and fees

Understand the ACH processor's cost structure. Fees can vary by provider.

Transaction fees: Fees for individual transactions.

Monthly or annual fees: Ongoing fees for account maintenance or additional services.

Volume discounts: Discounts for high transaction volumes.

Customer support

Reliable customer support can affect your experience.

Availability: Ensure customer support is accessible during your business hours or 24/7 for urgent issues.

Response time: Check how quickly the processor responds to customer queries or problems.

Support channels: Find out which support channels (e.g., phone, email, chat) are offered by the processor.

Reputation and experience

Look for a reputable processor with experience in ACH transactions.

Industry experience: The processor should have a proven track record and experience in your industry.

Customer reviews and testimonials: Read reviews from other businesses to gauge customer satisfaction and identify potential issues.

Business relationships: Check whether the processor has partnerships with well-known financial institutions or other reputable organizations.

ACH processing best practices

There are a couple of best practices businesses can implement to make processing ACH payments go smoothly.

Security and fraud prevention

Dual control: Require at least two people to authorize and initiate ACH transactions to reduce the risk of internal fraud and errors.

Strong authorization: Obtain written authorization for recurring ACH debits. Store authorizations securely for at least two years after the authorization is canceled in case of disputes.

Account verification: Verify bank account information with customers before initiating ACH transactions. A simple test transaction (small amount) can be useful for initial verification.

System security: Use secure file transfer methods (e.g., Secure File Transfer Protocol [SFTP]) when sending ACH files to your ODFI. Implement strong firewall and antivirus protection.

Monitoring: Regularly reconcile bank accounts to catch unauthorized transactions. Use bank alerts for changes to recurring transactions or suspicious activity.

Operational efficiency and error reduction

Data accuracy: Verify account and routing numbers to avoid returns and associated fees. Invest in data validation software solutions.

Timeliness: Be aware of ACH processing deadlines and settlement windows. Batch payments accordingly for timely completion.

Rejection management: Have a clear process for handling ACH rejections. Understand rejection codes, and take prompt corrective action for timely resubmission or resolution.

Customer communication: Communicate with customers about recurring ACH payments. Notify them in advance of changes or issues.

Compliance

Nacha rules: Stay up-to-date on Nacha operating rules, which are periodically revised. Regularly review changes, and adjust internal procedures as necessary.

Recordkeeping: Maintain records of all ACH transactions, authorizations, and any return notifications for compliance and auditing purposes.

Partners: Choose a reputable ACH processing software or provider and ODFI. Ensure all partners comply with relevant rules and regulations.

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ACH fraud 101: How these scams work and how to prevent them

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Last updated July 23, 2024

ACH (Automated Clearing House) payments are electronic payments that move funds between bank accounts using the ACH network in the United States. This system is managed by **Nacha** and facilitates a variety of payment types including direct deposits from employers, payments to contractors, automatic bill payments, and peer-to-peer transfers.

Like other types of electronic payments, **ACH transfers** are vulnerable to fraud. **Thirty percent of organizations reported facing this type of fraudulent activity in 2022**, up from 24% in 2021. This guide explains what you need to know about ACH fraud, including common fraud methods, liability in the event of ACH fraud, and how to prevent and detect ACH fraud.

What's in this article?

Types of ACH fraud

How to trace ACH payments

Liability in ACH fraud

ACH fraud detection

ACH fraud prevention

Types of ACH fraud

ACH fraud includes a variety of tactics that exploit the process of **electronic funds transfers** within the ACH network. Here are the different types of ACH fraud and common methods used to perpetrate ACH fraud.

Types of fraudulent ACH transactions

Most types of ACH fraud occur when fraudulent actors use ACH debits to transfer funds to accounts they control or can access. They do this by gaining unauthorized access to the victim's banking data or by manipulating existing payment systems to send unauthorized funds to their own accounts. Fraudulent actors might also employ long-term tactics to avoid detection, slowly embedding themselves into financial workflows or systems.

Unauthorized debits

Fraudulent actors can initiate unauthorized debits when they obtain a victim's bank account number and bank routing number, which they can use to withdraw funds from that account. They can acquire these details through phishing attacks, data breaches, or by intercepting physical documents such as checks.

Introduction
Types of ACH fraud
Types of fraudulent ACH transactions
Common ACH fraud tactics
How to trace ACH payments
Liability in ACH fraud
ACH fraud detection
ACH fraud prevention

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Execution: Once they have the account details, fraudulent actors can initiate ACH debits by pretending to be the account holder or other legitimate entities authorized to withdraw funds. These transactions might be small to avoid detection.

Detection and prevention: Customers and banks can use tools such as ACH filters and blocks that allow account holders to specify which individuals and entities are authorized to make debits. Customers should regularly monitor accounts for any unauthorized transactions.

Account takeover

Account takeover occurs when fraudulent actors gain unauthorized access to a bank account's digital platforms. Cybercriminals might use malware, phishing, or keylogging to steal login credentials.

Execution: Using login credentials, the fraudulent actor can log in to a bank account and initiate **ACH transfers** to other accounts they control.

Detection and prevention: Minimize the risk of account takeovers by implementing multi-factor authentication (MFA) for accessing banking platforms and advanced security measures such as behavioral biometrics, as well as training employees about cybersecurity practices.

ACH kiting

ACH kiting is when fraudulent actors exploit the lag between the initiation of the ACH transfer and when the funds are debited or credited, effectively creating a false balance.

Execution: Fraudulent actors transfer funds between accounts they control at different banks to artificially inflate the balance before the transactions clear, allowing them to withdraw or spend money that does not exist.

Detection and prevention: Banks can use tools to analyze patterns that might indicate kiting, such as frequent cross-bank transfers of round sums. They can also implement enhanced verification for the release of funds.

Fake payments

This scheme involves sending fraudulent invoices to companies or manipulating existing payment instructions to divert payments to accounts that fraudulent actors control.

Execution: By posing as legitimate vendors or creating entirely fictitious orders, fraudulent actors convince businesses to make ACH payments to the wrong accounts.

Detection and prevention: Businesses should verify changes in payment details with known contacts via a secure and separate communication channel. Regular training for employees on scrutinizing invoices and payment requests can prevent such fraud.

Common ACH fraud tactics

Fraudulent actors can use the following methods to gain access to the data required to commit fraud or convince authorized parties to initiate debits to their accounts. Fraudulent actors might also exploit weaknesses across different systems (banking, email, data storage) to orchestrate a multipronged attack, making it more difficult for businesses and banks to track and prevent fraud.

Data theft

A fraudulent actor intercepts or steals customer information that they can use to initiate fraudulent transactions. This might involve hacking into a company's databases, physical theft such as stealing documents, or social engineering techniques to gather sensitive data.

Execution: Once fraudulent actors have enough data, they can use it to initiate fraudulent ACH transactions or sell the data on the black market.

Detection and prevention: Businesses can guard against data theft by encrypting sensitive data, maintaining strict IT security practices, and regularly performing security audits. Businesses should ensure that physical documents are stored and disposed of securely.

Phishing scams

Phishing is when fraudulent actors deceive the target into revealing sensitive information such as login credentials and account numbers, usually through fake emails or websites that mimic legitimate entities.

Execution: Once the information is obtained, fraudulent actors can use it for unauthorized access and transactions, including ACH debits.

Detection and prevention: Educating users to recognize phishing attempts and verify the authenticity of requests for sensitive information can reduce the risk. Businesses should also consider implementing email filters and security protocols to detect and block phishing emails.

Business email compromise (BEC)

In this sophisticated scam, fraudulent actors use phishing tactics to impersonate company executives or vendors.

Execution: Fraudulent actors might forge or intercept emails that direct finance personnel to change account information for ACH payments, redirecting these payments to accounts the fraudulent actors control, or directing them to initiate transfers to fraudulent accounts.

Detection and prevention: Verification procedures such as secondary sign-offs by another employee can help prevent this type of fraud. Employees should be able to recognize phishing and to be skeptical of changes to payment details that are communicated via email alone.

Insider threats

Sometimes, individuals within an organization such as employees or contractors might misuse their privileges for personal gain.

Execution: Insiders might initiate unauthorized transactions or alter account information to divert funds.

Detection and prevention: Regular audits, segregation of duties, and monitoring unusual activity can help mitigate this risk. It's also important to establish a culture of security and ethical behavior.

How to trace ACH payments

Tracing ACH payments can help resolve issues such as nonreceipt of funds, errors, or suspected fraud. The sooner you initiate a trace, the easier it is to track the details accurately.

Gather information

To trace an **ACH payment**, start by collecting all relevant information about the ACH transaction, including transaction amount, date, transaction ID or reference number, and the originating and receiving account numbers and bank names.

Contact bank

Contact the bank where the transaction was initiated (if you are the sender) or the bank where the funds were sent (if you are the recipient). Phone calls can be more effective than emails for urgent issues. Provide the bank with all transaction details.

Initiate trace

Your bank will probably require you to fill out a form to formally request a trace. They will send this form through the ACH network to the other bank involved in the transaction and verify whether the transaction was processed correctly by each bank, the current status of the transaction, and where any discrepancies or errors occurred. Some banks might charge fees for tracing services.

ACH traces can take several business days to complete. Follow up regularly to check on the progress of the trace.

Review results

Once the trace is complete, the banks involved will provide a report detailing the path of the transaction and any issues that arose. If there was an error, banks can correct the error by reprocessing the transaction or making necessary adjustments to account balances. Document all communications and the results of the trace. This documentation can help resolve disputes and serve as evidence if legal action becomes necessary.

Liability in ACH fraud

The question of liability in ACH fraud will depend on the specifics of each case, although laws are generally favorable towards consumers and have stricter requirements on businesses and banks. Laws such as the **Electronic Fund Transfer Act (EFTA)** in the US greatly limit consumer liability for unauthorized electronic transactions, as long as account holders act within the stipulated timeframes. Businesses might be required to bear the cost of fraud if they cannot demonstrate that they had adequate controls in place, and banks might be liable if their security procedures are deemed inadequate or if they fail to follow agreed-upon protocols.

In many cases, the resolution of liability in ACH fraud scenarios can involve negotiations between the affected parties and might require legal intervention to determine fault. Implementing strong preventive measures and maintaining clear, documented procedures for handling electronic transactions can help organizations mitigate risks and clarify liability in the event of fraud.

Here's how liability is typically assigned in common scenarios such as unauthorized debits, BEC, or account takeover.

Unauthorized debits

Regulations such as the US EFTA require the customer's bank to reimburse the customer for unauthorized debits, provided the customer reports the unauthorized transaction within 60 days of the statement showing the debit.

Business email compromise (BEC)

In cases of BEC, liability often falls on the business whose employee authorized the fraudulent transfer, especially if the employee was negligent and failed to follow internal security procedures.

Account takeover

Customers are typically not liable for fraudulent transactions resulting from an account takeover if they notify the bank in a timely manner. Banks might bear the liability if they failed to implement reasonable security measures.

Data theft

When a company's data is breached, the company can be held liable if they were negligent in how they secured their data. Negligence might include failing to comply with industry security standards or not taking adequate preventive measures.

Phishing scams

If a customer falls victim to a phishing scam and reports unauthorized transactions in a timely manner, the bank will typically cover the losses. If the customer was grossly negligent (e.g., sharing PINs or passwords), they might bear some or all of the loss.

Insider threats

The organization where the insider operates typically bears the liability for these losses, especially if inadequate controls or oversight facilitated the fraud. In some cases, banks might pursue action against the individual perpetrator.

ACH kiting

The perpetrator of ACH kiting can be held liable for fraud. Banks might also face liability if they failed to detect and stop the suspicious activity because of a lack of proper monitoring systems.

Fake payments

Liability might fall on the entity that failed to verify the authenticity of the payment request or invoice, particularly if they did not perform due diligence. Banks are generally not liable if they processed the transaction in accordance with the instructions received.

ACH fraud detection

Detecting ACH fraud requires diligent monitoring, reviewing, and sharing information. Here's what you should know.

Transaction monitoring

Implement specialized software that continuously analyzes your ACH transactions against established baselines and historical patterns. **Machine learning** and artificial intelligence can learn your business's typical payment behavior and flag potentially suspicious transactions based on complex patterns that humans might miss. The following might be signs of potential fraud.

- Unusual IP addresses or devices associated with transactions
- Deviations in transaction volume or amounts compared to historical averages
- Payments to new beneficiaries, especially those in high-risk geographic locations
- Irregular transaction times (outside of standard business hours)
- Urgent requests (e.g., emails or calls demanding immediate action) pressuring businesses to expedite payments or send money to unfamiliar accounts
- Inconsistencies in names, account numbers, or other details within a payment request

Review procedures

Manual scrutiny of high-risk transactions: Carefully examine the transactions that your monitoring tools flag. Dedicated staff should check for irregularities in beneficiary details, payment history, and any associated communications.

Spot audits: Conduct random audits on a subset of ACH transactions. Even if you do not discover any fraud, some fraudulent actors might be deterred if they know a business is scrutinizing transactions closely at any time.

ACH return analysis: Monitor ACH returns closely. High return rates can point to unauthorized debits or fraudulent beneficiary information. Analyze reasons for returns and look for patterns.

Know Your Customer (KYC) practices

Customer verification: Before initiating recurring payments or adding new beneficiaries, conduct due diligence. Verify addresses and business legitimacy and check against sanctions lists and fraud databases.

Relationship monitoring: Check regularly for changes in recipient behavior, communication style, or updated bank account information that could indicate an account has been compromised.

Information sharing

Bank collaboration: Maintain open communication with your bank's fraud prevention department. They can alert you to emerging fraud patterns and collaborate on investigations.

Industry networks: Join industry associations and fraud prevention networks. Sharing threat intelligence and best practices helps everyone stay a step ahead of fraudulent actors.

Fraud response plan

Don't wait until an incident happens to decide what to do. Proactively create a plan that includes the following steps.

- Who to contact at your bank
- Internal reporting and investigation protocols
- Steps to mitigate further damage (e.g., freezing accounts, changing credentials)
- Requirements for law enforcement involvement

ACH fraud prevention

ACH fraud poses a significant threat to businesses, including lost funds and reputational damage. Here's how to fortify your defenses and prevent ACH fraud attempts.

Multi-factor authentication (MFA): Enforce MFA for all logins and financial transactions. Require an additional verification step beyond just a username and password. This reduces the risk of unauthorized access even if login credentials are compromised.

Pre-authorized payments: This ACH debit verification system allows businesses to pre-authorize legitimate recipients and amounts for ACH debits. Any deviations trigger alerts for review before processing, preventing fraudulent withdrawals.

Staff training: Train staff to recognize phishing attempts, social engineering tactics, and red flags associated with ACH fraud. Educate them on proper procedures for handling ACH transactions and reporting suspicious activity.

Segregation of duties: Implement a system in which different employees handle tasks such as initiating payments, approving transactions, and reconciling accounts. This reduces the risk that a single employee will manipulate the system for fraudulent purposes.

Real-time monitoring: Use real-time transaction monitoring tools to identify anomalies and suspicious activity and stop them before they're processed.

Reconciliation procedures: Establish thorough reconciliation procedures to compare expected payments against actual debits and credits. Regularly review bank statements and identify any discrepancies that could indicate fraudulent activity.

Data encryption: Ensure all sensitive data, including account information and financial records, is encrypted at rest and in transit. This makes it much harder for fraudulent actors to steal valuable information even if they breach your systems.

Access controls: Implement strict access controls for financial data and ACH processing systems. Only grant access on a need-to-know basis and use strong password policies with regular password changes.

Fraud prevention services: Consider partnering with fraud prevention specialists that offer advanced threat intelligence and monitoring services. These services can provide additional layers of security and expertise in detecting sophisticated fraud attempts.

ACH network participation: Participate in ACH network risk mitigation initiatives. These initiatives offer resources and tools to identify emerging threats and best practices for combating ACH fraud.

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Regulation E
Electronic Fund Transfer Act

The Electronic Fund Transfer Act (EFTA) (15 U.S.C. 1693 *et seq.*) of 1978 is intended to protect individual consumers engaging in electronic fund transfers (EFTs) and remittance transfers. These services include

- transfers through automated teller machines (ATMs);
- point-of-sale (POS) terminals;
- automated clearinghouse (ACH) systems;
- telephone bill-payment plans in which periodic or recurring transfers are contemplated;
- remote banking programs; and
- remittance transfers.

The EFTA is implemented through Regulation E, which includes official interpretations.

In 2009, the Federal Reserve Board (Board) amended Regulation E to prohibit institutions from charging overdraft fees for ATM and one-time debit card transactions, unless the consumer opts in or affirmatively consents to the institution's overdraft services (74 Fed. Reg. 59033 (Nov. 17, 2009) and 75 Fed. Reg. 31665 (June 4, 2010)). The Board also amended Regulation E to restrict fees and expiration dates on gift cards and to require that gift card terms be stated clearly (75 Fed. Reg. 16580 (April 1, 2010)).[1]

The Dodd–Frank Wall Street Reform and Consumer Protection Act (Dodd–Frank Act) transferred rulemaking authority under the EFTA from the Board of Governors of the Federal Reserve System to the Consumer Financial Protection Bureau (CFPB).[2, 3] The Dodd–Frank Act also amended the EFTA and created a new system of consumer protections for remittance transfers sent by consumers in the United States to individuals and businesses in foreign countries. In December 2011, the CFPB restated the Board's implementing Regulation E at 12 CFR Part 1005 (76 Fed. Reg. 81020) (December 27, 2011). In February 2012, the CFPB added subpart B (Requirements for Remittance Transfers) to Regulation E to implement the new remittance protections set forth in the Dodd–Frank Act (77 Fed. Reg. 6194) (February 7, 2012), effective on February 7, 2013.[4] In July 2012, the CFPB amended the February 2012 rule to effect certain technical corrections primarily related to formatting of the model forms in the rule. In August 2012, the CFPB again amended the February 2012 rule to modify the definition of "remittance transfer provider." The August amendment also revised several aspects of the rule regarding remittance transfers that are scheduled before the date of transfer, including preauthorized remittance transfers (77 Fed. Reg. 50244) (August 20, 2012). In January 2013, the rule's February 21, 2013, effective date was delayed pending finalization of a proposal to address three specific issues in the rule. In May 2013, the CFPB finalized the proposal, which modified the disclosure requirements for certain fees and foreign taxes, revised some aspects of the error resolution requirements, and established a new effective date of October 28, 2013 (78 Fed. Reg. 30661) (May 22, 2013).

Information in this narrative is provided for subpart A and subpart B in the order listed below. Note that the order, particularly as it relates to subpart A, does not strictly follow the order of the regulatory text. For ease of use by the examiner, however, the examination procedures and checklist follow the order of the regulation.

Subpart A

I. Scope and Key Definitions (12 CFR 1005.2, 1005.3, 1005.17, 1005.20)

II. Disclosures (12 CFR 1005.4, 1005.7, 1005.8, 1005.16, 1005.17, 1005.20)

III. Electronic Transaction Overdraft Service Opt In (12 CFR 1005.17)

IV. Issuance of Access Devices (12 CFR 1005.5, 1005.18)

V. Consumer Liability and Error Resolution (12 CFR 1005.6, 1005.11)

VI. Receipts and Periodic Statements (12 CFR 1005.9, 1005.18)

VII. Gift Cards (12 CFR 1005.20)

1. The Board also implemented a legislative extension of time for complying with the gift card disclosure requirements until January 31, 2011. 75 Fed. Reg. 50683 (August 17, 2010).

2. Dodd–Frank Act §§1002(12)(C), 1024(b)-(c), and 1025(b)-(c); 12 U.S.C. §§5481(12)(C), 5514(b)-(c), and 5515(b)-(c). Section 1029 of the Dodd–Frank Act generally excludes from this transfer of authority, subject to certain exceptions, any rulemaking authority over a motor vehicle dealer that is predominantly engaged in the sale and servicing of motor vehicles, the leasing and servicing of motor vehicles, or both. The transfer of authority also did not include section 920 of EFTA, which concerns debit card interchange fees charged to merchants. Section 920 of EFTA is implemented by Board regulations at 12 CFR Part 235. Section 920 is not addressed here or in the accompanying examination procedures and checklist.

3. The agency responsible for supervising and enforcing compliance with Regulation E will depend on the person subject to the EFTA (e.g., for financial institutions, jurisdiction will depend on the size and charter of the institution).

4. The amendment designated 12 CFR 1005.1 through 1005.20 as subpart A.

VIII. Other Requirements (12 CFR 1005.10, 1005.14, 1005.15)

IX. Relation to Other Laws (12 CFR 1005.12)

Subpart B

Requirements for remittance transfers

X. Remittance Transfer Definitions (12 CFR 1005.30)

XI. Disclosures (12 CFR 1005.31)

XII. Estimates (12 CFR 1005.32)

XIII. Procedures for Resolving Errors (12 CFR 1005.33)

XIV. Procedures for Cancellation and Refund of Remittance Transfers (12 CFR 1005.34)

XV. Acts of Agents (12 CFR 1005.35)

XVI. Transfers Scheduled Before the Date of Transfer (12 CFR 1005.36)

Sections Applicable to Both Subpart A and Subpart B

XVII. Preemption

XVIII. Administrative Enforcement and Record Retention (12 CFR 1005.13)

XIX. Miscellaneous (EFTA provisions not reflected in Regulation E)

SUBPART A

I. Scope

Key Definitions—12 CFR 1005.2

Access device is a card, code, or other means of access to a consumer's account or a combination of these used by the consumer to initiate EFTs. Access devices include debit cards, personal identification numbers (PINs), telephone transfer and telephone bill payment codes, and other means to initiate an EFT to or from a consumer account (12 CFR 1005.2(a)(1) and 12 CFR Part 1005, Supp. I, Comment 2(a)-1).

Access devices do not include either of the following:

- magnetic tape or other devices used internally by a financial institution to initiate electronic transfers
- a check or draft used to capture the MICR (Magnetic Ink Character Recognition) encoding or routing, account, and serial numbers to initiate a one-time ACH debit (Comments 2(a)-1 and 2(a)-2)

Accepted access device is an access device that a consumer

- requests and receives, signs, or uses (or authorizes another to use) to transfer money between accounts or to obtain money, property, or services
- requests to be validated even if it was issued on an unsolicited basis
- receives as a renewal or substitute for an accepted access device from either the financial institution that initially issued the device or a successor (12 CFR 1005.2(a)(2))

Account includes the following:

- checking, savings, or other consumer asset accounts held by a financial institution (directly or indirectly), including certain club accounts, established primarily for personal, family, or household purposes
- *payroll card account*, established through an employer (directly or indirectly), to which EFTs of the consumer's wages, salary, or other employee compensation (such as commissions), are made on a recurring basis. The payroll card account can be operated or managed by the employer, a third-party processor, a depository institution, or any other person. All transactions involving the transfer of funds to or from a payroll card account are covered by the regulation (12 CFR 1005.2 (b)(2) and Comment 2(b)-2).

An account does not include:

- an account held by a financial institution under a bona fide trust agreement
- an occasional or incidental credit balance in a credit plan
- profit-sharing and pension accounts established under a bona fide trust agreement
- escrow accounts such as for payments of real estate taxes, insurance premiums, or completion of repairs
- accounts for purchasing U.S. savings bonds (12 CFR 1005.2(b)(3) and Comment 2(b)-3)

A *payroll card account* does not include a card used

- solely to disburse incentive-based payments (other than commissions when they represent the primary means through which a consumer is paid) that are unlikely to be a consumer's primary source of salary or other compensation;
- solely to make disbursements unrelated to compensation, such as petty cash reimbursements or travel per diem payments; or
- in isolated instances to which an employer typically does not make recurring payments

(Comment 2(b)-2).

Activity means any action that results in an increase or decrease of the funds underlying a certificate or card, other than the imposition of a fee, or an adjustment due to an error or a reversal of a prior transaction (12 CFR 1005.20(a)(7)).

ATM operator is any person that operates an ATM at which a consumer initiates an EFT or a balance inquiry and that does not hold the account to or from which the transfer is made or about which the inquiry is made (12 CFR 1005.16(a)).

Dormancy fee and inactivity fee mean a fee for non-use of or inactivity on a gift certificate, store gift card, or general-use prepaid card (12 CFR 1005.20 (a)(5)).

Electronic check conversion (ECK) transactions are transactions where a check, draft, or similar paper instrument is used as a source of information to initiate a one-time electronic fund transfer from a consumer's account. The consumer must authorize the transfer (12 CFR 1005.3(b)(2))

Electronic fund transfer (EFT) is a transfer of funds initiated through an electronic terminal, telephone, computer (including online banking) or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account. EFTs include, but are not limited to, point-of-sale (POS) transfers; automated teller machine (ATM) transfers; direct deposits or withdrawals of funds; transfers initiated by telephone; and transfers resulting from debit card transactions, whether or not initiated through an electronic terminal (12 CFR 1005.3(b)).

Electronic terminal is an electronic device, other than a telephone call by a consumer, through which a consumer may initiate an EFT. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash-dispensing machines (12 CFR 1005.2(h)).

Exclusions from gift card definition. The following cards, codes, or other devices are excluded and not subject to the substantive restrictions on imposing dormancy, inactivity, or service fees, or on expiration dates if they are (12 CFR 1005.20(b))

- usable solely for telephone services;
- reloadable and not marketed or labeled as a gift card or gift certificate. For purposes of this exception, the term "reloadable" includes a temporary non-reloadable card issued solely in connection with a reloadable card, code, or other device;
- a loyalty, award, or promotional gift card (except that these must disclose on the card or device itself, information such as the date the funds expire, fee information and a toll-free number) (12 CFR 1005.20(a)(4) and (c)(4));
- not marketed to the general public;
- issued in paper form only; or
- redeemable solely for admission to events or venues at a particular location or group of affiliated locations, or to obtain goods or services in conjunction with admission to such events or venues, at the event or venue or at specific locations affiliated with and in geographic proximity to the event or venue.

General-use prepaid card is a card, code, or other device

- issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount, whether or not that amount may be increased or reloaded, in exchange for payment; and
- that is redeemable upon presentation at multiple, unaffiliated merchants for goods or services, or that may be usable at automated teller machines (12 CFR 1005.20(a)(3)). See *"Exclusions from gift card definition."*

Gift certificate is a card, code, or other device issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount that may not be increased or reloaded in exchange for payment and redeemable upon presentation at a single merchant or an affiliated group of merchants for goods or services (12 CFR 1005.20(a)(1)). See *"Exclusions from gift card definition."*

Loyalty, award, or promotional gift card is a card, code, or other device (1) issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in connection with a loyalty, award, or promotional program; (2) that is redeemable upon presentation at one or more merchants for goods or services, or usable at automated teller machines; and (3) that sets forth certain disclosures, including a statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes (12 CFR 1005.20 (a)(4)). See *"Exclusions from gift card definition."*

Overdraft services. A financial institution provides an overdraft service if it assesses a fee or charge for paying a transaction (including a check or other item) when the consumer has insufficient or unavailable funds in the account to pay the transaction. However, an overdraft service does not include payments made from the following:

- a line of credit subject to Regulation Z, such as a credit card account, a home equity line of credit, or an overdraft line of credit;
- funds transferred from another account held individually or jointly by the consumer; or

- a line of credit or other transaction from a securities or commodities account held by a broker–dealer registered with the Securities and Exchange Commission (SEC) or the Commodity Futures Trading Commission (CFTC). (12 CFR 1005.17(a)).

Preauthorized electronic fund transfer is an EFT authorized in advance to recur at substantially regular intervals (12 CFR 1005.2(k)).

Service fee means a periodic fee for holding or use of a gift certificate, store gift card, or general-use prepaid card. A periodic fee includes any fee that may be imposed on a gift certificate, store gift card, or general-use prepaid card from time to time for holding or using the certificate or card (12 CFR 1005.20(a)(6)). For example, a service fee may include a monthly maintenance fee, a transaction fee, an ATM fee, a reload fee, a foreign currency transaction fee, or a balance inquiry fee, whether or not the fee is waived for a certain period of time or is only imposed after a certain period of time. However, a service fee does not include a one-time fee or a fee that is unlikely to be imposed more than once while the underlying funds are still valid, such as an initial issuance fee, a cash-out fee, a supplemental card fee, or a lost or stolen certificate or card replacement fee (Comment 20(a)(6)-1).

State means any state, territory, or possession of the United States; the District of Columbia; the Commonwealth of Puerto Rico; or any of their political subdivisions (12 CFR 1005.2(l)).

Store gift card is a card, code, or other device issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount, whether or not that amount may be increased or reloaded, in exchange for payment, and redeemable upon presentation at a single merchant or an affiliated group of merchants for goods or services (12 CFR 1005.20(a)(2)). See *"Exclusions from gift card definition."*

Unauthorized electronic fund transfer is an EFT from a consumer's account initiated by a person other than the consumer without authority to initiate the transfer and from which the consumer receives no benefit. This does not include an EFT initiated in any of the following ways:

- by a person who was furnished the access device to the consumer's account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized;
- with fraudulent intent by the consumer or any person acting in concert with the consumer; or
- by the financial institution or its employee (12 CFR 1005.2(m)).

Coverage—12 CFR 1005.3

Subpart A of Regulation E applies to any electronic fund transfer (EFT) that authorizes a financial institution to debit or credit a consumer's account. The requirements of subpart A of Regulation E apply only to accounts for which there is an agreement for EFT services to or from the account between (i) the consumer and the financial institution or (ii) the consumer and a third party, when the account-holding financial institution has received notice of the agreement and the fund transfers have begun (Comment 3(a)-1).

Regulation E applies to all persons, including offices of foreign financial institutions in the United States, that offer EFT services to residents of any state, and it covers any account located in the United States through which EFTs are offered to a resident of a state, no matter where a particular transfer occurs or where the financial institution is chartered (Comment 3(a)-3). Regulation E does not apply to a foreign branch of a U.S. financial institution unless the EFT services are offered in connection with an account in a state, as defined in 12 CFR 1005.2(*l*) (Comment 3(a)-3).

Exclusions from Coverage

12 CFR 1005.3(c) describes transfers that are not EFTs and are therefore not covered by the EFTA and Regulation E:

- transfers of funds originated by check, draft, or similar paper instrument;
- check guarantee or authorization services that do not directly result in a debit or credit to a consumer's account;
- any transfer of funds for a consumer within a system that is used primarily to transfer funds between financial institutions or businesses, e.g., Fedwire or other similar network;
- any transfer of funds that has as its primary purpose the purchase or sale of securities or commodities regulated by the SEC or the CFTC, purchased or sold through a broker–dealer regulated by the SEC or through a futures commission merchant regulated by the CFTC, or held in book-entry form by a Federal Reserve Bank or federal agency;
- intra-institutional automatic transfers under an agreement between a consumer and a financial institution;
- transfers initiated by telephone between a consumer and a financial institution provided the transfer is not a function of a written plan contemplating periodic or recurring transfers. A written statement available to the public, such as

a brochure, that describes a service allowing a consumer to initiate transfers by telephone constitutes a written plan; or

- preauthorized transfers to or from accounts at financial institutions with assets of less than $100 million on the preceding December 31. Such preauthorized transfers, however, remain subject to the compulsory use prohibition under Section 913 of the EFTA and 12 CFR 1005.10(e), as well as the civil and criminal liability provisions of Sections 915 and 916 of the EFTA. A small financial institution that provides EFT services besides preauthorized transfers must comply with the requirements of subpart A for those *other* services (Comment 3(c)(7)-1). For example, a small financial institution that offers ATM services must comply with subpart A in regard to the issuance of debit cards, terminal receipts, periodic statements, and other requirements.

Electronic Check Conversion (ECK) and Collection of Returned-Item Fees

Subpart A covers electronic check conversion (ECK) transactions. In an ECK transaction, a consumer provides a check to a payee and information from the check is used to initiate a one-time EFT from the consumer's account. Although transfers originated by checks are not covered by subpart A, an ECK is treated as an EFT and not a payment originated by check. Payees must obtain the consumer's authorization for each ECK transaction. A consumer authorizes a one-time EFT for an ECK transaction when the consumer receives notice that the transaction will or may be processed as an EFT and goes forward with the underlying transaction[5] (12 CFR 1005.3(b)(2)(i) and (ii) and Comment 3(b)(2)-3).

If a payee re-presents electronically a check that has been returned unpaid, the transaction is not an EFT, and subpart A does not apply because the transaction originated by check (Comment 3(c)(1)-1).

However, subpart A applies to a fee collected electronically from a consumer's account for a check or EFT returned unpaid. A consumer authorizes a one-time EFT from the consumer's account to pay the fee for the returned item or transfer if the person collecting the fee provides notice to the consumer stating the amount of the fee and that the person may electronically collect the fee, and the consumer goes forward with the underlying transaction[6] (12 CFR 1005.3(b)(3)). These authorization requirements do not apply to fees imposed by the account-holding financial institution for returning the check or EFT or paying the amount of an overdraft (Comment 3(b)(3)-1).

II. Disclosures

Disclosures Generally—12 CFR 1005.4

Required disclosures must be clear and readily understandable, in writing, and in a form the consumer may keep. The required disclosures may be provided to the consumer in electronic form, if the consumer affirmatively consents after receiving a notice that complies with the E-Sign Act (12 CFR 1005.4(a)(1)).

Disclosures may be made in a language other than English, if the disclosures are made available in English upon the consumer's request (12 CFR 1005.4(a)(2)).

A financial institution has the option of disclosing additional information and combining disclosures required by other laws (for example, Truth in Lending disclosures) with Regulation E disclosures (12 CFR 1005.4(b)).

A financial institution may combine required disclosures into a single statement if a consumer holds two or more accounts at the financial institution. Thus, a single periodic statement or error resolution notice is sufficient for multiple accounts. In addition, it is only necessary for a financial institution to provide one set of disclosures for a joint account (12 CFR 1005.4(c)(l) and (2)).

Two or more financial institutions that jointly provide EFT services may contract among themselves to meet the requirements that the regulation imposes on any or all of them. When making initial disclosures (see 12 CFR 1005.7) and disclosures of a change in terms or an error resolution notice (see 12 CFR 1005.8), a financial institution in a shared system only needs to make disclosures that are within its knowledge and apply to its relationship with the consumer for whom it holds an account (12 CFR 1005.4(d)).

Initial Disclosure of Terms and Conditions—12 CFR 1005.7

Financial institutions must provide initial disclosures of the terms and conditions of EFT services before the first EFT is made or at the time the consumer contracts for an EFT service. They must give a summary of various consumer rights under the regulation, including the consumer's liability for unauthorized EFTs, the types of EFTs the consumer

5. For POS transactions, the notice must be posted in a prominent and conspicuous location and a copy of the notice must be provided to the consumer at the time of the transaction (12 CFR 1005.3(b)(2)(i) and (ii) and Comment 3(b)(2)-3).

6. For POS transactions, the notice must be posted in a prominent and conspicuous location and a copy of the notice must either be provided to the consumer at the time of the transaction or mailed to the consumer's address as soon as reasonably practicable after the person initiates the EFT to collect the fee (12 CFR 1005.3(b)(3)).

may make, limits on the frequency or dollar amount, fees charged by the financial institution, and the error-resolution procedures. Appendix A to Part 1005 provides model clauses that financial institutions may use to provide the disclosures.

Timing of disclosures. Financial institutions must make the required disclosures at the time a consumer contracts for an electronic fund transfer service or before the first electronic fund transfer is made involving the consumer's account (12 CFR 1005.7(a)).

Disclosures given by a financial institution earlier than the regulation requires (for example, when the consumer opens a checking account) need not be repeated when the consumer later authorizes an electronic check conversion or agrees with a third party to initiate preauthorized transfers to or from the consumer's account, unless the terms and conditions differ from the previously disclosed term. This interpretation also applies to any notice provided about one-time EFTs from a consumer's account initiated using information from the consumer's check. On the other hand, if an agreement for EFT services to be provided by an account-holding financial institution is directly between the consumer and the account-holding financial institution, disclosures must be given in close proximity to the event requiring disclosure, for example, when the consumer contracts for a new service (Comment 7(a)-1).

Where a consumer authorizes a third party to debit or credit the consumer's account, an account-holding financial institution that has not received advance notice of the transfer or transfers must provide the required disclosures as soon as reasonably possible after the first debit or credit is made, unless the financial institution has previously given the disclosures (Comment 7(a)-2).

If a consumer opens a new account permitting EFTs at a financial institution, and the consumer has already received subpart A disclosures for another account at that financial institution, the financial institution need only disclose terms and conditions that differ from those previously given (Comment 7(a)-3).

If a financial institution joins an interchange or shared network system (which provides access to terminals operated by other financial institutions), disclosures are required for additional EFT services not previously available to consumers if the terms and conditions differ from those previously disclosed (Comment 7(a)-4).

A financial institution may provide disclosures covering all EFT services that it offers, even if some consumers have not arranged to use all services (Comment 7(a)-5).

Addition of EFT services. A financial institution must make disclosures for any new EFT service added to a consumer's account if the terms and conditions are different from those described in the initial disclosures. ECK transactions may be a new type of transfer requiring new disclosures (See Appendix A-2 and Comment 7(c)-1).

Content of disclosures. 12 CFR 1005.7(b) requires a financial institution to provide the following disclosures as they apply:

- *Liability of consumers for unauthorized electronic fund transfers.* The financial institution must include a summary of the consumer's liability (under 12 CFR 1005.6, state law, or other applicable law or agreement) for unauthorized transfers (12 CFR 1005.7(b)(1)). A financial institution does not need to provide the liability disclosures if it imposes no liability. If it later decides to impose liability, it must first provide the disclosures (Comment 7(b)(1)-1). The financial institution can choose to include advice on promptly reporting unauthorized transfers or the loss or theft of the access device (Comment 7(b)(1)-3).
- *Telephone number and address.* A financial institution must provide a specific telephone number and address, on or with the disclosure statement, for reporting a lost or stolen access device or a possible unauthorized transfer (Comment 7(b)(2)-2). Except for the telephone number and address for reporting a lost or stolen access device or a possible unauthorized transfer, the disclosure may insert a reference to a telephone number that is readily available to the consumer, such as "Call your branch office. The number is shown on your periodic statement" (Comment 7(b)(2)-2).
- *Business days.* The financial institution's business days (12 CFR 1005.7(b)(3)).
- *Types of transfers; limitations on frequency or dollar amount.* Limitations on the frequency and dollar amount of transfers generally must be disclosed in detail (12 CFR 1005.7(b)(4)). If the confidentiality of certain details is essential to the security of an account or system, these details may be withheld (but the fact that limitations exist must still be disclosed).[7] A limitation on account activity that restricts the consumer's ability to make EFTs must be disclosed even if the restriction also applies to transfers made by

7. For example, if a financial institution limits cash ATM withdrawals to $100 per day, the financial institution may disclose that daily withdrawal limitations apply and need not disclose that the limitations may not always be in force (such as during periods when its ATMs are off-line) (Comment 7(b)(4)-1).

non-electronic means.[8] Financial institutions are not required to list preauthorized transfers among the types of transfers that a consumer can make (Comment 7(b)(4)-3). Financial institutions must disclose the fact that one-time EFTs initiated using information from a consumer's check are among the types of transfers that a consumer can make (See Appendix A-2 and Comment 7(b)(4)-4).

- *Fees.* A financial institution must disclose all fees for EFTs or for the right to make EFTs (12 CFR 1005.7(b)(5)). Other fees, for example, minimum-balance fees, stop-payment fees, account overdrafts, or ATM inquiry fees, may, but need not, be disclosed under Regulation E (see Regulation DD, 12 CFR Part 1030) and (Comment 7(b)(5)-1). A per-item fee for EFTs must be disclosed even if the same fee is imposed on non-electronic transfers. If a per-item fee is imposed only under certain conditions, such as when the transactions in the cycle exceed a certain number, those conditions must be disclosed. Itemization of the various fees may be on the disclosure statement or on an accompanying document referenced in the statement (Comment 7(b)(5)-2).

  A financial institution must disclose that networks used to complete the EFT as well as an ATM operator, may charge a fee for an EFT or for balance inquiries (12 CFR 1005.7(b)(11)).

- *Documentation.* A summary of the consumer's right to receipts and periodic statements, as provided in 12 CFR 1005.9, and notices regarding preauthorized transfers as provided in 12 CFR 1005.10(a) and 1005.10(d) (12 CFR 1005.7 (b)(6)).

- *Stop payment.* A summary of the consumer's right to stop payment of a preauthorized electronic fund transfer and the procedure for placing a stop-payment order, as provided in 12 CFR 1005.10(c) and 12 CFR 1005.7(b)(7).

- *Liability of institution.* A summary of the financial institution's liability to the consumer under Section 910 of the EFTA for failure to make or to stop certain transfers (12 CFR 1005.7(b)(8)).

- *Confidentiality.* The circumstances under which, in the ordinary course of business, the financial institution may provide information concerning the consumer's account to third parties (12 CFR 1005.7(b)(9)). A financial institution must describe the circumstances under which any information relating to an account to or from which EFTs are permitted will be made available to third parties, not just information concerning those EFTs. Third parties include other subsidiaries of the same holding company (Comment 7(b)(9)-1).

- *Error resolution.* The error-resolution notice must be substantially similar to Model Form A-3 in Appendix A of Part 1005. A financial institution may use different wording so long as the substance of the notice remains the same, may delete inapplicable provisions (for example, the requirement for written confirmation of an oral notification), and may substitute substantive state law requirements affording greater consumer protection than Regulation E (Comment 7(b)(10)-1). To take advantage of the longer time periods for resolving errors under 12 CFR 1005.11(c)(3) (for new accounts as defined in Regulation CC, transfers initiated outside the United States, or transfers resulting from POS debit card transactions), a financial institution must have disclosed these longer time periods. Similarly, a financial institution relying on the exception from provisional crediting in 12 CFR 1005.11(c)(2) for accounts relating to extensions of credit by securities brokers and dealers (Regulation T, 12 CFR Part 220) must disclose accordingly (Comment 7(b)(10)-2).

- *ATM fees.* A notice that a fee may be imposed by an automated teller machine operator as defined in §1005.16(a), when the consumer initiates an electronic fund transfer or makes a balance inquiry, and by any network used to complete the transaction.

Change in Terms; Error Resolution Notice—12 CFR 1005.8

If a financial institution contemplates a change in terms, it must mail or deliver a written or electronic notice to the consumer at least 21 days before the effective date of any change in a term or condition required to be disclosed under 12 CFR 1005.7(b) if the change would result in any of the following:

- increased fees or charges;
- increased liability for the consumer;
- fewer types of available EFTs; or
- stricter limitations on the frequency or dollar amounts of transfers (12 CFR 1005.8(a)(1)).

If an immediate change in terms or conditions is necessary to maintain or restore the security of an EFT system or account, the financial institution does not need to give prior notice. However, if the change is to be permanent, the financial institution must provide notice in writing of the change to the consumer on or with the next regularly scheduled periodic statement or within 30 days, unless disclosures would jeopardize the security of the

8. For example, Regulation D (12 CFR 1004) restricts the number of payments to third parties that may be made from a money market deposit account; a financial institution that does not execute fund transfers in excess of those limits must disclose the restriction as a limitation on the frequency of EFTs (Comment 7(b)(4)-2).

system or account (12 CFR 1005.8(a)(2)).

For accounts to or from which EFTs can be made, the financial institution must mail, deliver, or provide electronically to the consumer at least once each calendar year, the error resolution notice in 12 CFR 1005 Appendix A—Model Form A-3, or one substantially similar. Alternatively, the financial institution may include an abbreviated error resolution notice substantially similar to the notice set out in Appendix A (Model Form A-3) with each periodic statement (12 CFR 1005.8(b)).

Disclosures at Automated Teller Machines—12 CFR 1005.16

An ATM operator that charges a fee is required to provide notice that a fee will be imposed and disclose the amount of the fee. The notice must be provided either by showing it on the screen of the automated teller machine or on paper before the consumer is committed to paying a fee (12 CFR 1005.16(b) and (c)).

The "clear and readily understandable standard" under 12 CFR 1005.4(a) applies to the content of the notice. The requirement that the notice be in a retainable format only applies to printed notices (not those on the ATM screen).

The fee may be imposed by the ATM operator only if: (1) the consumer is provided the required notice, and (2) the consumer elects to continue the transaction or inquiry after receiving such notice (12 CFR 1005.16(d)).

These fee disclosures are not required where a network owner is not charging a fee directly to the consumer (i.e., some network owners charge an interchange fee to financial institutions whose customers use the network) (Comment 7(b)(5)-3). If the network practices change such that the network charges the consumer directly, these fee disclosure requirements would apply to the network (12 CFR 1005.7(c)).

Overdraft Service Disclosures—12 CFR 1005.17

Disclosure requirements for overdraft services are addressed in Section III of this document.

Gift Card Disclosures—12 CFR 1005.20(c)

Disclosures must be clear and conspicuous and generally in a written or electronic form (except for certain pre-purchase disclosures, which may be given orally) that the consumer may retain. The fees and terms and conditions of expiration that are required to be disclosed prior to purchase may not be changed after purchase.

A number of disclosures must be made on the actual card. Making such disclosures in an accompanying terms and conditions document, on packaging surrounding a certificate or card, or on a sticker or other label affixed to the certificate or card does not constitute a disclosure on the certificate or card. Those disclosures include the following:

- the existence, amount, and frequency of any dormancy, inactivity, or service fee;
- the expiration date for the underlying funds (or the fact that the funds do not expire);
- a toll-free telephone number and (if any) a website that the consumer may use to obtain a replacement certificate or card if the certificate or card expires while underlying funds are still available;
- a statement that the certificate or card expires, but the underlying funds do not expire or expire later than the certificate or card, as well as a statement that the consumer may contact the issuer for a replacement card;[9] and
- a toll-free telephone number and (if any) a website that the consumer may use to obtain information about fees.

Additional disclosure requirements regarding fees. In addition to the disclosure requirements related to dormancy, inactivity, or service fees, all other fees must be disclosed as well. These disclosures must be provided on or with the certificate or card and disclosed prior to purchase. The certificate or card must also disclose a toll-free telephone number and website, if one is maintained, that a consumer may use to obtain fee information or replacement certificates or cards (12 CFR 1005.20(f)).

Disclosure requirements for loyalty, award, or promotional gift cards (12 CFR 1005.20(a)(4)). To qualify for the exclusion for loyalty, award, or promotional gift cards, the following must be disclosed:

- a statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes, which must be included on the front of the card, code, or other device;
- the expiration date for the underlying funds, which must be included on the front of the card, code, or other device;
- the amount of any fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be

9. This requirement does not apply to non-reloadable certificates or cards that expire seven years or more after the date of manufacture.

imposed, which must be provided on or with the card, code, or other device; and

- a toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain fee information, which must be included on the card, code, or other device.

Amendments to Regulation E were issued on August 11, 2010. The amendments implemented legislation that modified the effective date of certain disclosure and card expiration requirements in the gift card provisions of the Credit Card Accountability Responsibility and Disclosure Act of 2009 for cards produced prior to April 1, 2010.

The disclosures and card expiration requirements are

1. disclosures required to be made prior to purchase (see 12 CFR 1005.20(c)(3));
2. disclosures that must be stated on the certificate or card regarding the fees and expiration dates (see 12 CFR 1005.20(d)(2), (e)(1) & (e)(3)); and
3. disclosures that may be provided on or with the certificate or card (see 12 CFR 1005.20(f)).

Gift cards must comply with all other provisions of the gift card rule.

Issuers must make the following disclosures on in-store signs, messages during customer service calls, websites, and general advertising:

- the funds underlying the gift card do not expire;
- consumers have the right to receive a free replacement card, along with the packaging and materials that typically accompany the gift card; and
- the issuer will charge dormancy, inactivity, or service fees only if the fee is permitted by the gift card rule.

The issuer was required to make the disclosures via customer service call center and website until January 31, 2013. See 12 CFR 1005.20(h).

III. Electronic Transaction Overdraft Services Opt-In—12 CFR 1005.17

In recent years overdraft protection services have been extended to cover overdrafts resulting from non-check transactions, including ATM withdrawals, debit card transactions at point of sale, online transactions, preauthorized transfers, and ACH transactions. Generally, institutions charge a flat fee each time an overdraft is paid, although some institutions have a tiered fee structure and charge higher fees based on the amount of the negative balance at the end of the day or as the number of overdrafts increases. Institutions commonly charge the same amount for paying check and ACH overdrafts as they would if they returned the item unpaid. Some institutions also impose a fee for each day the account remains overdrawn. For debit card overdrafts, the[a0]dollar amount of the fee and multiple assessments can exceed the dollar amount of the overdrafts.

In 2005, the agencies[10] issued guidance concerning the marketing, disclosure, and implementation of overdraft programs. The guidance also covers safety and soundness considerations, and establishes a number of best practices financial institutions should incorporate into their overdraft programs. The 2009 revisions to Regulation E supersede portions of the guidance related to ATM and one-time debit card overdraft transactions. However, in addition to the revised Regulation E requirements, institutions should incorporate their agency's overdraft guidance into their overdraft protection programs.

12 CFR 1005.17 was added in the 2009 revision to Regulation E.[11] It provides consumers with a choice to opt into their institution's overdraft protection program and be charged a fee for overdrafts for ATM and one-time debit card transactions. It also requires disclosure of the fees and terms associated with the institution's overdraft service. Before an institution may assess overdraft fees, the consumer must opt in, or affirmatively consent, to the overdraft service for ATM and one-time debit card transactions, and the consumer has an ongoing right to revoke consent. Institutions may not require an opt in for ATM and one-time debit transactions as a condition to the payment of overdrafts for checks and other transactions. The account terms, conditions and features must be the same for consumers who opt in and for those who do not.

Opt-in requirement for overdraft services. The financial institution may assess a fee for paying an ATM or one-time debit card transaction pursuant to an overdraft service only if it has met the following requirements:

- the financial institution has provided the consumer with a written (or, if the consumer agrees, electronic) notice, segregated from all other information, describing the overdraft service;
- the financial institution has provided a reasonable opportunity for the consumer to affirmatively consent (opt in) to the overdraft service for ATM

10. The Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and the National Credit Union Administration, collectively issued joint guidance concerning a service offered by insured depository institutions commonly referred to as "bounced-check protection" or "overdraft protection." This credit service is sometimes offered on both consumer and small business transaction accounts as an alternative to traditional means of covering overdrafts. Joint Guidance on Overdraft Protection Programs (February 18, 2005).

11. 74 Fed. Reg. 59033, Nov. 17, 2009; 75 Fed. Reg. 31665, June 4, 2010.

and one-time debit card transactions;

- the financial institution has obtained the consumer's affirmative consent (opt in) for ATM and one-time debit card transactions; and
- the financial institution has mailed or delivered written (or, if the consumer agrees, electronic) confirmation of the consent, including a statement informing the consumer of the right to revoke consent. An institution complies if it adopts reasonable procedures to ensure that it assesses overdraft fees only for transactions paid after mailing or delivering the confirmation to the consumer (12 CFR 1005.17(b)(1); Comment 17(b)-7).

Fee prohibitions. As a general rule, an institution may not charge overdraft fees for paying an ATM or one-time debit card transaction unless the consumer has opted in. The fee prohibition also applies to an institution that has a policy and practice of not paying an ATM or one-time debit card overdraft when it reasonably believes at the time of the authorization request that the consumer does not have sufficient funds available to pay the transaction, although the institution does not have to comply with the notice and opt-in requirements (Comment17(b)-1(iv)).

Lack of consent does not prohibit the financial institution from paying ATM or one-time debit card overdrafts. However, the financial institution may charge a fee only if the consumer has consented to the institution's overdraft service for ATM and one-time debit card transactions (Comment 17(b)-2). Conversely, the financial institution is not required to pay an ATM or one-time debit card overdraft even if the consumer has consented to pay a fee (Comment 17(b)-3).

For a consumer who has not opted in, if a fee or charge is based on the amount of the outstanding negative balance, an institution may not charge a fee for a negative balance that is solely attributable to an ATM or one-time debit card transaction. However, an institution may assess a fee if the negative balance is attributable in whole or in part to a check, ACH transaction or other type of transaction not subject to the prohibition on assessing overdraft fees (Comment 17(b)-8).

For a consumer who has not opted in, the institution may not assess daily or sustained negative balance, overdraft, or similar fees for a negative balance, based solely on ATM or one-time debit card transactions. However, if the negative balance is attributable in part to a check, ACH transaction, or other type of transaction not subject to the prohibition on assessing overdraft fees, the institution may charge a daily or sustained overdraft or similar fee, even if the consumer has not opted in. The date the fee may be charged is based on the date on which the check, ACH, or other type of transaction is paid into overdraft (Comment 17(b)-9).

Contents and format of notice. The notice describing the overdraft service must be substantially similar to Model Form A-9. The notice must include all of the following items and may not contain any other information not expressly specified or otherwise permitted:

- a brief description of the overdraft service and the types of transactions for which the financial institution may charge a fee;
- the dollar amount of any fee that may be charged for an ATM or one-time debit card transaction, including any daily or other overdraft fees;[12]
- the maximum number of fees that may be charged per day, or, if applicable, that there is no limit;
- an explanation of the right to affirmatively consent to the overdraft service, including the methods by which the consumer may consent;[13] and
- the availability of a line of credit or a service that transfers funds from another account to cover overdrafts, if the financial institution offers those alternatives[14] (12 CFR 1005.17(d)(1) through (d)(5)).

The financial institution also may (but is not required to) include the following information, to the extent applicable:

- disclosure of the right to opt into, or out of, the payment of overdrafts for other types of transactions (e.g., checks, ACH transactions, or automatic bill payments) and a means for the consumer to exercise such choices;
- disclosure of the financial institution's returned item fee, as well as the fact that merchants may charge additional fees; and
- disclosure of the right to revoke consent (12 CFR 1005.17(d)(6)).

Reasonable opportunity to consent. The financial

12. If the amount of the fee may vary based on the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the financial institution must disclose the maximum fee.

13. Institutions may tailor the response portion of Model Form A-9 to the methods offered. For example, a tear-off portion of Model Form A-9 is not necessary if consumers may only opt in by telephone or electronically (Comment 17(d)-3).

14. If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, the institution must state in its opt-in notice that both alternative plans are offered. If the institution offers one, but not the other, it must state in its opt-in notice the alternative plan that it offers. If the institution does not offer either plan, it should omit the reference to the alternative plans (Comment 17(d)-5). If the financial institution offers additional alternatives for paying overdrafts, it may (but is not required to) disclose those alternatives (12 CFR 1005.17(d)(5)).

institution must provide a reasonable opportunity to consent. Reasonable methods of consent include mail, if the financial institution provides a form for the consumer to fill out and mail; telephone, if the financial institution provides a readily available telephone line that the consumer may call; electronic means, if the financial institution provides a form that can be accessed and processed at its website, where the consumer may click on a box to consent and click on a button to affirm consent; or in person, if the financial institution provides a form for the consumer to complete and present at a branch or office (Comment 17(b)-4). The financial institution may provide the opportunity to consent and require the consumer to make a choice as a step to opening an account (Comment 17(b)-5).

Affirmative consent is necessary. An important feature of the opt in is that the consumer's affirmative consent is necessary before the institution may charge overdraft fees for paying an ATM or one-time debit card transaction (12 CFR 1005.17 (b)(iii)). The consent must be separate from other consents or acknowledgments (including a consent to receive disclosures electronically). Check boxes are allowed, but the check box and the consumer's signature may only apply to the consumer's consent to opt in. Preprinted disclosures about the overdraft service provided with a signature card or contract do not constitute affirmative consent (Comment 17(b)-6).

Confirmation and consumer's right to revoke. Not only must the consumer affirmatively consent, but the institution must mail or deliver to the consumer a written confirmation (or electronic, if the consumer agrees) that the consumer has consented, along with a statement informing the consumer of the right to revoke the consent at any time (12 CFR 1005.17(b)(iv) and Comment 17(b)-7). An institution complies with the confirmation requirement if it has adopted reasonable procedures to ensure that overdraft fees are assessed only on transactions paid after the confirmation is mailed or delivered to the consumer (Comment 17(b)-7)).

Assessing fees. For consumers who have not opted in, institutions are prohibited from charging overdraft fees for paying those transactions. This prohibition applies to daily or sustained overdraft, negative balance, or similar fees. However, the rule does not prohibit an institution from assessing these fees if the negative balance is attributable, in whole or part, to a check, ACH or other transaction not subject to the fee prohibition. However, if the negative balance is attributable in part to an ATM transaction, for example, and in part to a check, a fee may be assessed based on the date when the check is paid into overdraft, not the date of the ATM or one-time debit transaction.

Conditioning payment of other overdrafts. The financial institution may not condition the payment of other types of overdraft transactions on the consumer's affirmative consent, and the financial institution may not decline to pay other types of overdraft transactions because the consumer has not affirmatively consented to the payment of ATM and one-time debit card overdrafts (12 CFR 1005.17(b)(2)). In other words, the financial institution may not use different criteria for paying other types of overdraft transactions for consumers who have consented and for consumers who have not consented (Comment 17(b)(2)-1).

Same account terms, conditions, and features. In addition, the financial institution must provide to consumers who do not affirmatively consent the same account terms, conditions, and features (except the payment of ATM and one-time debit overdrafts) that are available to consumers who do affirmatively consent (12 CFR 1005.17(b)(3)). That requirement includes, but is not limited to

- interest rates paid;
- fees assessed;
- the type of ATM or debit card provided to the depositor;[15]
- minimum balance requirements; and
- online bill payment services (Comment 17(b)(3)-1).

Joint accounts. Any one account holder may consent, or revoke consent, for payment of ATM or one-time debit card transactions from a joint account (12 CFR 1005.17(e)).

Continuing right to consent or revoke. A consumer may consent to the payment of ATM and one-time debit card overdrafts at any time. A consumer may also revoke consent at any time. The financial institution must implement a revocation as soon as reasonably practicable (12 CFR 1005.17(f)). The financial institution need not waive overdraft fees assessed before it implements the consumer's revocation (Comment 17(f)-1).

Duration of consent. Consent remains effective until the consumer revokes it, unless the financial institution terminates the overdraft service (12 CFR 1005.17(g)). The financial institution may terminate the overdraft service, for example, if the consumer makes excessive use of the service (Comment 17(g)-1).

Effective date. The overdraft services rule became effective on January 19, 2010, and compliance became mandatory on July 1, 2010. For accounts opened on or after July 1, 2010, the

15. For example, the financial institution may not provide a PIN-only debit card to consumers who do not opt in and a debit card with both PIN and signature-debit features to consumers who do opt in.

financial institution must obtain consent before charging a fee for payment of any ATM or one-time debit overdraft. However, for accounts opened before July 1, 2010, the financial institution may not charge a fee for paying any ATM or one-time debit overdraft on or after August 15, 2010, unless it has obtained consent (See 12 CFR 1005.17(c)).

IV. Issuance of Access Devices—12 CFR 1005.5 and 1005.18

In general, a financial institution may issue an access device to a consumer only in the following cases:

- the consumer requested it in writing or orally.[16]
- it is a renewal of, or a substitute for, an accepted access device (as defined in 12 CFR 1005.2(a)). See 12 CFR 1005.5(a).

Only one renewal or substitute device may replace a previously issued device. A financial institution may provide additional devices at the time it issues the renewal or substitute access device provided the institution complies with the requirements for issuing unsolicited access devices for the additional devices (Comments 5(a)(2)-1 and 5(b)-5).

A financial institution may issue an unsolicited access device only if the access device meets all of the following criteria. The access device is

- not validated—that is, it cannot be used to initiate an EFT.
- accompanied by the explanation that it is not validated and how the consumer may dispose of it if the consumer does not wish to validate it.
- accompanied by a complete disclosure, in accordance with 12 CFR 1005.7, of the consumer's rights and liabilities that will apply if the access device is validated.
- validated only upon oral or written request from the consumer and after a verification of the consumer's identity by some reasonable means (12 CFR 1005.5(b)).

The financial institution may use any reasonable means of verifying the consumer's identity, but the consumer is not liable for any unauthorized transfers if an imposter succeeds in validating the access device (Comment 5(b)-4).

Payroll card access devices. Consistent with 12 CFR 1005.5(a), a financial institution may issue a payroll card access device only in response to an oral or written request for the device or as a renewal or substitute for an accepted access device. A consumer is deemed to request an access device for a payroll account when the consumer chooses to receive salary or other compensation through a payroll card account (Comment 18(a)-1).

EFT added to credit card. The EFTA and Regulation E apply when the capability to initiate EFTs is added to an accepted credit card (as defined under Regulation Z). The EFTA and Regulation E also apply to the issuance of an access device that permits credit extensions under a preexisting agreement between the consumer and a financial institution to extend credit only to cover overdrafts (or to maintain a specified minimum balance). The Truth in Lending Act and Regulation Z govern the addition of a credit feature to an accepted access device, and except as discussed above, the issuance of a credit card that is also an access device. For information on the relationship of Regulation E to other laws, including Truth in Lending, see 12 CFR 1005.12.

V. Consumer Liability and Error Resolution

Liability of Consumers for Unauthorized Transfers—12 CFR 1005.6

A consumer may be liable for an unauthorized EFT (defined in 12 CFR 1005.2(m)) depending on when the consumer notifies the financial institution and whether an access device was used to conduct the transaction. Under the EFTA, there is no bright-line time limit within which consumers must report unauthorized EFTs (71 Fed. Reg. 1638, 1653 (Jan. 10, 2006)).

The extent of the consumer's liability is determined solely by the consumer's promptness in notifying the financial institution (Comment 6(b)-3). Other factors *may not* be used as a basis to hold consumers liable. 12 CFR 1005.6 expressly prohibits the following factors as the basis for imposing greater liability than is permissible: the consumer was negligent (e.g., wrote a PIN on an ATM card), an agreement between the consumer and the financial institution provides for greater liability, or the consumer is liable for a greater amount under state law (Comment 6(b)-2 and 6(b)-3).

A consumer may only be held liable for an unauthorized transaction, within the limitations set forth in 12 CFR 1005.6(b), if

- the financial institution has provided all of the following written disclosures to the consumer:
  - a summary of the consumer's liability for unauthorized EFTs
  - the telephone number and address for reporting that an unauthorized EFT has been or may be made

16. For a joint account, a financial institution may issue an access device to each account holder for whom the requesting holder specifically requests an access device (Comment 5(a)(1)-1).

– the financial institution's business days

- any access device used to affect the EFT was an accepted access device (as defined in 12 CFR 1005.2(a)).
- the financial institution has provided a means to identify the consumer to whom the access device was issued (12 CFR 1005.6(a)).

12 CFR 1005.6 allows, but does not require, the financial institution to provide a separate means to identify each consumer of a multiple-user account (Comment 6(a)-2).

The limitations on the amount of consumer liability for unauthorized EFTs, the time limits within which consumers must report unauthorized EFTs, and the liability for failing to adhere to those time limits, are listed in the chart below. The financial institution may impose less consumer liability than is provided by 12 CFR 1005.6 based on state law or the deposit agreement (12 CFR 1005.6(b)(6)).

Consumer Liability for Unauthorized Transfers

Event	Timing of Consumer Notice to Financial Institution	Maximum Liability
Loss or theft of access device[1]	Within two business days after learning of loss or theft	Lesser of $50 *or* total amount of unauthorized transfers
Loss or theft of access device	More than two business days after learning of loss or theft up to 60 calendar days after transmittal of statement showing first unauthorized transfer made with access device	Lesser of $500 *or* the sum of: (a) $50 or the total amount of unauthorized transfers occurring in the first two business days, whichever is less, *and* (b) The amount of unauthorized transfers occurring after two business days and before notice to the financial institution.[2]
Loss or theft of access device	More than 60 calendar days after transmittal of statement showing first unauthorized transfer made with access device	For transfers occurring within the 60-day period, the lesser of $500 *or* the sum of (a) Lesser of $50 or the amount of unauthorized transfers in first two business days, *and* (b) The amount of unauthorized transfers occurring after two business days. For transfers occurring after the 60-day period, unlimited liability (until the financial institution is notified).[3]
Unauthorized transfer(s) not involving loss or theft of an access device	Within 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears	No liability.
Unauthorized transfer(s) not involving loss or theft of an access device	More than 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears	Unlimited liability for unauthorized transfers occurring 60 calendar days after the periodic statement and before notice to the financial institution.

1. Includes a personal identification number (PIN) if used without a card in a telephone transaction, for example.
2. Provided the financial institution demonstrates that these transfers would not have occurred had notice been given within the two-business-day period.
3. Provided the financial institution demonstrates that these transfers would not have occurred had notice been given within the 60-day period.

Knowledge of loss or theft. The fact that a consumer has received a periodic statement reflecting an unauthorized transaction is a factor, but not conclusive evidence, in determining whether the consumer had knowledge of a loss or theft of the access device (Comment 6(b)(1)-2).

Timing of notice. If a consumer's delay in notifying a financial institution was due to extenuating circumstances, such as extended travel or hospitalization, the time periods for notification specified above must be extended to a reasonable time (12 CFR 1005.6(b)(4); Comment 6(b)(4)-1).

Notice to the financial institution. A consumer gives notice to a financial institution about unauthorized use when the consumer takes reasonable steps to provide the financial institution with the pertinent information, whether or not a particular employee actually receives the information (12 CFR 1005.6(b)(5)(i)). Even if the consumer is unable to provide the account number or the card number, the notice effectively limits the consumer's liability if the consumer sufficiently identifies the account in question, for example, by giving the name on the account and the type of account (Comment 6(b)(5)-3). At the consumer's option, notice may be given in person, by telephone, or in writing (12 CFR 1005.6(b)(5)(ii)). Notice in writing is considered given at the time the consumer mails the notice or delivers the notice for transmission by any other usual means to the financial institution. Notice may also be considered given when the financial institution becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer has been or may be made (12 CFR 1005.6(b)(5)(iii)).

Relation of error resolution to Truth in Lending. The liability and error resolution provisions in 12 CFR 1005.6 and 1005.11 apply to an extension of credit that occurs under an agreement between the consumer and a financial institution to extend credit when the consumer's account is overdrawn, to maintain a specified minimum balance in the consumer's account, or under an overdraft service (12 CFR 1005.12(a)(1)(ii)). As provided in 12 CFR 1005.12 and related commentary, for transactions involving access devices that also function as credit cards, the liability and error resolution provisions in 12 CFR 1005.6 and 1005.11 or Regulation Z will apply depending on the nature of the transaction:

- If the unauthorized use of a combined access device–credit card solely involves an extension of credit, other than an extension of credit described under 12 CFR 1005.12(a)(1)(iii), and does not involve an EFT, for example, when the card is used to draw cash advances directly from a credit line, only the error resolution provisions of Regulation Z will apply.
- If the unauthorized use of a combined access device–credit card involves only an EFT, for example, debit card purchases or cash withdrawals at an ATM from a checking account, only the error resolution provisions of 12 CFR 1005.6 and 1005.11 will apply.
- If a combined access device–credit card is stolen and unauthorized transactions are made by using the card as both a debit card and a credit card, 12 CFR 1005.6 and 1005.11 will apply to the unauthorized transactions in which the card was used as a debit card, and Regulation Z will apply to the unauthorized transactions in which the card was used as a credit card.

Procedures for Resolving Errors—12 CFR 1005.11

This section defines the term *error* and describes the steps the consumer must take when asserting an error in order to receive the protection of the EFTA and 12 CFR 1005.11, and the procedures that a financial institution must follow to resolve an alleged error under this section.

An *error* includes any of the following:

- an unauthorized EFT
- an incorrect EFT to or from the consumer's account
- the omission from a periodic statement of an EFT to or from the consumer's account that should have been included
- a computational or bookkeeping error made by the financial institution relating to an EFT
- the consumer's receipt of an incorrect amount of money from an electronic terminal
- an EFT not identified in accordance with the requirements of 12 CFR 1005.9 or 1005.10(a)
- a consumer's request for any documentation required by 12 CFR 1005.9 or 1005.10(a) or for additional information or clarification concerning an EFT (12 CFR 1005.11(a)(1))

The term *error* does not include:

- a routine inquiry about the balance in the consumer's account or a request for duplicate copies of documentation or other information that is made only for tax or other record-keeping purposes (12 CFR 1005.11(a)(2)(i), (ii), and (iii))
- the fact that a financial institution does not make a terminal receipt available for a transfer of $15 or less in accordance with 12 CFR 1005.9(e) (Comment 11(a)-6)

A financial institution must comply with the error resolution procedures in 12 CFR 1005.11 with respect to any oral or written notice of error from the

consumer that

- the financial institution receives not later than 60 days after sending a periodic statement or other documentation first reflecting the alleged error (see 12 CFR 1005.14 and 1005.18)
- enables the financial institution to identify the consumer's name and account number
- indicates why the consumer believes the error exists and, to the extent possible, the type, date, and amount of the error (12 CFR 1005.11(b)(1))

A financial institution may require a consumer to give written confirmation of an error within 10 business days of giving oral notice. The financial institution must provide the address where confirmation must be sent (12 CFR 1005.11(b)(2)).

Error resolution procedures. After receiving a notice of error, the financial institution must do all of the following:

- promptly investigate the oral or written allegation of error;
- complete its investigation within 10 business days (12 CFR 1005.11(c)(1));
- report the results of its investigation within three business days after completing its investigation;
- correct the error within one business day after determining that an error has occurred.

The financial institution may take up to 45 calendar days (12 CFR 1005.11(c)(2)) to complete its investigation provided it

- provisionally credits the funds (including interest, where applicable) to the consumer's account within the 10 business-day period
- advises the consumer within two business days of the provisional crediting
- gives the consumer full use of the funds during the investigation

A financial institution need not provisionally credit the account to take up to 45 calendar days to complete its investigation if the consumer fails to provide the required written confirmation of an oral notice of error, or if the notice of error involves an account subject to the margin requirements or other aspects of Regulation T (Securities Credit by Brokers and Dealers, 12 CFR Part 220) (12 CFR 1005.11(c)(2)(i)(B)).

However, where an error involves an unauthorized EFT, the financial institution must comply with the requirements of the provisions relating to unauthorized EFTs before holding the consumer liable, even if the consumer does not provide a notice of error within the time limits in 12 CFR 1005.11(b) (Comment 11(b)(1)-7).

When investigating a claim of error, the financial institution need only review its own records if the alleged error concerns a transfer to or from a third party, and there is no agreement between the financial institution and the third party for the type of EFT involved (12 CFR 1005.11(c)(4)). However, the financial institution may not limit its investigation solely to the payment instructions where other information within the financial institution's records pertaining to a particular account may help to resolve a consumer's claim (Comment 11(c)(4)-5).

If, after investigating the alleged error, the financial institution determines that an error has occurred, it must promptly (within one business day after such determination) correct the error, including the crediting of interest if applicable. The financial institution must provide within three business days of the completed investigation an oral or written report of the correction to the consumer and, as applicable, notify the consumer that the provisional credit has been made final (12 CFR 1005.11(c)(2)(iii) and (iv)).

If the financial institution determines that no error occurred or that an error occurred in a different manner or amount from that described by the consumer, the financial institution must mail or deliver a written explanation of its findings within three business days after concluding its investigation. The explanation must include a notice of the consumer's rights to request the documents upon which the financial institution relied in making its determination (12 CFR 1005.11(d)).

Upon debiting a provisionally credited amount, the financial institution must notify the consumer of the date and amount of the debit and of the fact that the financial institution will honor (without charge) checks, drafts, or similar paper instruments payable to third parties and preauthorized debits for five business days after transmittal of the notice. The financial institution need honor only items that it would have paid if the provisionally credited funds had not been debited. Upon request from the consumer, the financial institution must promptly mail or deliver to the consumer copies of documents upon which it relied in making its determination (12 CFR 1005.11(d)(2)).

If a notice involves an error that occurred within 30 days after the first deposit to the account was made, the time periods are extended from 10 and 45 days, to 20 and 90 days, respectively. If the notice of error involves a transaction that was not initiated in a state or resulted from a point-of-sale debit card transaction, the 45-day period is extended to 90 days (12 CFR 1005.11(c)(3)).

If a financial institution has fully complied with the investigation requirements, it generally does not need to reinvestigate if a consumer later reasserts the same error. However, it must investigate a claim

of error asserted by a consumer following receipt of information provided pursuant to 12 CFR 1005.11 (a)(1)(vii) and 12 CFR 1005.11(e).

VI. Receipts and Periodic Statements

Documentation of Transfers—12 CFR 1005.9

Electronic terminal receipts. Receipts must be made available at the time a consumer initiates an EFT at an electronic terminal (12 CFR 1005.9(a)). Financial institutions may provide receipts only to consumers who request one (Comment 9(a)-1). The receipt must include, as applicable:

- *Amount of the transfer*—a charge for making the transfer may be included in the amount, provided the charge is disclosed on the receipt and on a sign posted on or at the terminal.
- *Date*—the date the consumer initiates the transfer.
- *Type of transfer and type of account*—descriptions such as "withdrawal from checking" or "transfer from savings to checking" are appropriate. This is true even if the accounts are only similar in function to a checking account (such as a share draft or NOW account) or a savings account (such as a share account). If the access device used can only access one account, the type of account may be omitted (Comments 9(a)(3)-1; 9(3)-2; 9(3)-4; and 9(3)-5).
- *Number or code identifying the consumer's account(s) or the access device used to initiate the transfer*—the number and code need not exceed four digits or letters.
- *Location of the terminal*—The location of the terminal where the transfer is initiated or an identification, such as a code or terminal number. If the location is disclosed, except in limited circumstances where all terminals are located in the same city or state, the receipt must include the city and state or foreign country and one of the following:
  - street address of the terminal;
  - generally accepted name for the location of the terminal (such as an airport, shopping center, or branch of a financial institution); or
  - name of the entity (if other than the financial institution providing the statement) at whose place of business the terminal is located, such as a store, and the city, state, or foreign country (12 CFR 1005.9(a)(5)).
- *Third party*—Name of any third party to or from whom funds are transferred—a code may be used to identify the party if the code is explained on the receipt. This requirement does not apply if the name of the party is provided by the consumer in a manner the terminal cannot duplicate on the receipt, such as on a payment stub (12 CFR 1005.9(a)(6) and Comment 9(a)(6)-1).

Receipts are not required for EFTs of $15 or less (12 CFR 1005.9(e)).

Periodic statements. Periodic statements must be sent for each monthly cycle in which an EFT has occurred, and at least quarterly if no EFT has occurred (12 CFR 1005.9(b)). For each EFT made during the cycle, the statement must include, as applicable:

- amount of the transfer—if a charge was imposed at an electronic terminal by the owner or operator of the terminal, that charge may be included in the amount
- date the transfer was posted to the account
- type of transfer(s) and type of account(s) to or from which funds were transferred
- for each transfer (except deposits of cash, or a check, draft or similar paper instrument to the consumer's account) initiated at an electronic terminal, the terminal location as required for the receipt under 12 CFR 1005.9(a)(5)
- name of any third-party payee or payor
- account number(s)
- total amount of any fees and charges, other than a finance charge as defined by Regulation Z, assessed during the period for making EFTs, the right to make EFTs, or for account maintenance
- balance in the account at the beginning and close of the statement period
- address and telephone number to be used by the consumer for inquiries or notice of errors. If the financial institution has elected to send the abbreviated error notice with every periodic statement, the address and telephone number may appear on that document.
- if the financial institution has provided a telephone number which the consumer can use to find out whether or not a preauthorized transfer has taken place, that telephone number

Exceptions to the periodic statement requirement for certain accounts

- *Passbook accounts.* Where a consumer's passbook may not be accessed by an EFT other than preauthorized transfers to the account, a periodic statement need not be sent, provided that the financial institution updates the consumer's passbook or provides the required information on a separate document at the consumer's request. To update the passbook, the amount and date of

each EFT made since the passbook was last presented must be listed (12 CFR 1005.9(c)(1)(i)). For other accounts that may be accessed only by preauthorized transfers to the account, the financial institution must send a periodic statement at least quarterly (12 CFR 1005.9(c)(1)(ii)).

- *Transfers between accounts.* If a transfer occurs between two accounts of the consumer at the same financial institution, the transfer need only be documented for one of the two accounts (12 CFR 1005.9(c)(2)). A preauthorized transfer between two accounts of the consumer at the same financial institution is subject to the 12 CFR 1005.9(c)(1) rule on preauthorized transfers and not the 12 CFR 1005.9(c)(2) rule on intra-institutional transfers (12 CFR 1005.9(c)(3)).
- *Documentation for foreign-initiated transfers.* If an EFT is initiated outside the United States, the financial institution need not provide a receipt or a periodic statement reflecting the transfer if it treats an inquiry for clarification or documentation as a notice of error (12 CFR 1005.9(d)).

Alternatives to Periodic Statements for Financial Institutions Offering Payroll Card Accounts—12 CFR 1005.18

This section provides an alternative to providing periodic statements for payroll card accounts if financial institutions make the account information available to consumers by specific means. In addition, this section clarifies how financial institutions that do not provide periodic statements for payroll card accounts can comply with the subpart A requirements relating to initial disclosures, the annual error resolution notice, liability limits, and the error resolution procedures.

Typically, employers and third-party service providers do not meet the definition of a "financial institution" subject to the regulation because they neither (i) hold payroll card accounts nor (ii) issue payroll cards and agree with consumers to provide EFT services in connection with payroll card accounts. However, to the extent an employer or a service provider undertakes either of these functions, it would be deemed a financial institution under the regulation (Comment 18(a)-2).

Alternative to Periodic Statements. A financial institution does not need to furnish periodic statements required by 12 CFR 1005.9(b) if the financial institution makes available to the consumer the following:

- the account balance, through a readily available telephone line
- an electronic history of account transactions covering at least 60 days preceding the date the consumer electronically accesses the account
- a written history of the account transactions provided promptly in response to an oral or written request and covering at least 60 days preceding the date the financial institution receives the consumer's request (12 CFR 1005.18(b)(1))

The history of account transactions must include the same type of information required on periodic statements under 12 CFR 1005.9(b) (12 CFR 1005.18(b)(2)).

Requirements to comply with Regulation E. If a financial institution provides an alternative to periodic statements under 12 CFR 1005.18(b), it must comply with the following:

- Modify the initial disclosures under 12 CFR 1005.7(b) by disclosing:
  - a telephone number that the consumer may call to obtain the account balance; the means by which the consumer can obtain an electronic account history, such as the address of an Internet website; and a summary of the consumer's right to receive a written account history upon request (in place of the summary of the right to receive a periodic statement required by 12 CFR 1005.7(b)(6)), including a telephone number to call to request a history. The disclosure required by 12 CFR 1005.18(c)(1)(i) may be made by providing a notice substantially similar to the notice contained in paragraph A-7(a) in Appendix A of Part 1005.
  - a notice concerning error resolution that is substantially similar to the notice contained in paragraph A-7(b) in Appendix A, in place of the notice required by 12 CFR 1005.7(b)(10)
- Provide an annual error resolution notice that is substantially similar to the notice contained in paragraph (b) to A-7—Model Clauses for Financial Institutions Offering Payroll Card Accounts in Appendix A of Part 1005, in place of the notice required by 12 CFR 1005.8(b). Alternatively, a financial institution may include on or with each electronic and written history provided in accordance with 12 CFR 1005.18(b)(1), a notice substantially similar to the abbreviated notice for periodic statements contained in paragraph A-3(b) in Appendix A, modified as necessary to reflect the error-resolution provisions set forth in this section.
- Limits on consumer liability.
  - For purposes of 12 CFR 1005.6(b)(3), the 60-day period for reporting any unauthorized transfer begins on the earlier of:
    - the date the consumer electronically accesses the consumer's account under 12

CFR 1005.18(b)(1)(ii), provided that the electronic history made available to the consumer reflects the transfer; or

- the date the financial institution sends a written history of the consumer's account transactions requested by the consumer under 12 CFR 1005.18(b)(1)(iii) in which the unauthorized transfer is first reflected.

– A financial institution may limit the consumer's liability for an unauthorized transfer as provided under 12 CFR 1005.6(b)(3) for transfers reported by the consumer within 120 days after the transfer was credited or debited to the consumer's account.

- Comply with error resolution requirements.

– An error notice is considered timely, and the financial institution must comply with the requirements of 12 CFR 1005.11, if the financial institution receives notice from the consumer no later than the earlier of:

- 60 days after the date the consumer electronically accesses the consumer's account under 12 CFR 1005.18(b)(1)(ii), provided that the electronic history made available to the consumer reflects the alleged error; or
- 60 days after the date the financial institution sends a written history of the consumer's account transactions requested by the consumer under 12 CFR 1005.18(b)(1)(iii) in which the alleged error is first reflected.

– Alternatively, a financial institution complies with the error resolution requirements in 12 CFR 1005.11 if it investigates any oral or written notice of an error from the consumer that is received by the financial institution within 120 days after the transfer allegedly in error was credited or debited to the consumer's account.

VII. Gift Cards—12 CFR 1005.20

A gift card is a type of prepaid card that is designed to be purchased by one consumer and given to another consumer as a present or expression of appreciation or recognition. When provided in the form of a plastic card, a user of a gift card is able to access and spend the value associated with the device by swiping the card at a POS terminal, much as a person would use a debit card.

Scope of the gift card rule. The rule is generally limited to gift certificates, store gift cards, or general-use prepaid cards sold or issued to consumers primarily for personal, family, or household purposes. It generally does not apply to cards, codes, or other devices that are reloadable and not marketed or labeled as a gift card or gift certificate and loyalty, award, and promotional gift cards. See also the exclusions from the gift card definitions, described above.

Restrictions on dormancy, inactivity, or service fees—12 CFR 1005.20(d). No person may impose a dormancy, inactivity, or service fee with respect to a gift certificate, store gift card, or general-use prepaid card, unless three conditions are satisfied:

1. There has been no activity with respect to the certificate or card within the one-year period prior to the imposition of the fee;
2. Only one such fee is assessed in a given calendar month; and
3. Disclosures regarding dormancy, inactivity, or service fees are clearly and conspicuously stated on the certificate or card, and the person issuing or selling the certificate or card has provided these disclosures to the purchaser before the certificate or card is purchased. See the disclosure section, above, for additional information.

Expiration date restrictions—12 CFR 1005.20(e). A gift certificate, store gift card, or general-use prepaid card may not be sold or issued unless the expiration date of the funds underlying the certificate or card is no less than five years after the date of issuance (in the case of a gift certificate) or five years after the date of last load of funds (in the case of a store gift card or general-use prepaid card). In addition, information regarding whether funds underlying a certificate or card may expire must be clearly and conspicuously stated on the certificate or card and disclosed prior to purchase.

No person may sell or issue a certificate or card with an expiration date unless the person has established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card that has an expiration date that is at least five years from the date of purchase. A person who has established policies and procedures to prevent the sale of a certificate or card with less than five years from the date of purchase satisfies this requirement.

A certificate or card generally must include a disclosure alerting consumers to the difference between the certificate or card expiration date and the funds expiration date, if any, and that the consumer may contact the issuer for a replacement card. This disclosure must be stated with equal prominence and in close proximity to the certificate or card expiration date. Non-reloadable certificates or cards that bear an expiration date on the certificate or card that is at least seven years from the date of manufacture need not include this disclosure. See the disclosure section, above, for additional information.

To ensure that consumers are able to access the

underlying funds for the full five-year period, fees may not be imposed for replacing an expired certificate or card if the underlying funds remain valid (unless the card has been lost or stolen). In lieu of sending a replacement certificate or card, issuers may remit, without charge, the remaining balance of funds to the consumer.

VIII. Other Requirements

Preauthorized Transfers—12 CFR 1005.10

A preauthorized transfer may be either a credit to, or a debit from, an account.

Preauthorized transfers to a consumer's account. When an account is scheduled to be credited by a preauthorized EFT from the same payor at least once every 60 days, the financial institution must provide some form of notice to the consumer so that the consumer can find out whether or not the transfer occurred (12 CFR 1005.10(a)). The notice requirement will be satisfied if the payor provides notice to the consumer that the transfer has been initiated. If the payor does not provide notice, the financial institution must adopt one of three alternative procedures for giving notice:

1. The financial institution may give the consumer oral or written notice within two business days after a preauthorized transfer occurs.
2. The financial institution may give the consumer oral or written notice, within two business days after the preauthorized transfer was scheduled to occur, that the transfer did not occur.
3. The financial institution may establish a readily available telephone line[17] that the consumer may call to find out whether a preauthorized transfer has occurred. If the financial institution selects this option, the telephone number must be disclosed on the initial disclosures and on each periodic statement.

The financial institution need not use any specific language to give notice but may not simply provide the current account balance (Comment 10(a)(1)-1). The financial institution may use different methods of notice for different types of preauthorized transfers and need not offer consumers a choice of notice methods (Comment 10(a)(1)-2).

The financial institution that receives a preauthorized transfer must credit the consumer's account as of the day the funds are received (12 CFR 1005.10(a)(3)).

Preauthorized transfers from a customer's account. Preauthorized transfers from a consumer's account may only be authorized by the consumer in writing and signed or similarly authenticated by the consumer (12 CFR 1005.10(b)). Signed, written authorizations may be provided electronically, subject to the E-Sign Act (Comment 10(b)-5). In all cases, the party that obtains the authorization from the consumer must provide a copy to the consumer. If a third-party payee fails to obtain an authorization in writing or fails to provide a copy to the consumer, the third-party payee and not the financial institution has violated subpart A (Comment 10(b)-2).

Stop payments. Consumers have the right to stop payment of preauthorized transfers from accounts. The consumer must notify the financial institution orally or in writing at any time up to three business days before the scheduled date of the transfer (12 CFR 1005.10(c)(1)). If the debit item is resubmitted, the institution must continue to honor the stop-payment order. (Comment 10(c)-1) The financial institution may require written confirmation of an oral stop payment order to be made within 14 days of the consumer's oral notification. If the financial institution requires a written confirmation, it must inform the consumer at the time of the oral stop payment order that written confirmation is required and provide the address to which the confirmation should be sent. If the consumer fails to provide written confirmation, the oral stop payment order ceases to be binding after 14 days (12 CFR 1005.10(c)(2)).

Notice of transfers varying in amount. If a preauthorized transfer from a consumer's account varies in amount from the previous transfer under the same authorization or the preauthorized amount, either the financial institution or the designated payee must send to the consumer a written notice, at least 10 days before the scheduled transfer date, of the amount and scheduled date of the transfer (12 CFR 1005.10(d)(1)). The consumer may elect to receive notice only when the amount varies by more than an agreed amount or falls outside a specified range (12 CFR 1005.10(d)(2)). The range must be an acceptable range that the consumer could reasonably anticipate (Comment 10(d)(2)-1). The financial institution does not violate Regulation E if the payee fails to provide sufficient notice (Comment 10(d)-1).

Compulsory use. The financial institution may not make it a condition for an extension of credit that repayment will be by means of preauthorized EFT, except for credit extended under an overdraft credit plan or extended to maintain a specified minimum balance in the consumer's account (12

17. The telephone line must be "readily available" so that consumers calling to inquire about transfers are able to have their calls answered reasonably promptly during normal business hours. During the initial call in most cases and within two business days after the initial call in all cases, the financial institution should be able to verify whether the transfer was received (Comment 10(a)(1)-5). Within its primary service area, a financial institution must provide a local or toll-free telephone number (Comment 10(a)(1)-7).

CFR 1005.10(e)(1)). The financial institution may offer a reduced APR or other cost-related incentive for an automatic payment feature as long as the creditor offers other loan programs for the type of credit involved (Comment 10(e)(1)-1).[18]

Services Offered by Provider Not Holding consumer's Account—12 CFR 1005.14

A person who provides EFT services to a consumer but does not hold the consumer's account is a service provider subject to 12 CFR 1005.14 if the person issues an access device that the consumer can use to access the account and no agreement exists between the person and the account-holding financial institution. Transfers initiated by a service provider are often cleared through an automated clearinghouse (ACH).

The responsibilities of the service provider are set forth in 12 CFR 1005.14(b)(I) and (2). The duties of the account-holding financial institution with respect to the service provider are found in 12 CFR 1005.14(c)(I) and (2).

Electronic Fund Transfer of Government Benefits—12 CFR 1005.15

12 CFR 1005.15 contains the rules that apply to electronic benefit transfer (EBT) programs. It provides that government agencies must comply with modified rules on the issuance of access devices, periodic statements, initial disclosures, liability for unauthorized use, and error resolution notices.

IX. Relation to Other Laws—12 CFR 1005.12

This section describes the relationship between the EFTA and the Truth in Lending Act (TILA). The section also provides procedures for states to apply for exemptions from the requirements of the EFTA or Regulation E for any class of EFTs within the state.

The EFTA governs the following:

- the issuance of debit cards and other access devices with EFT capabilities;
- the addition of EFT features to credit cards; and
- the issuance of access devices whose only credit feature is a pre-existing agreement to extend credit to cover account overdrafts or to maintain a minimum account balance, or is an overdraft service.

The TILA governs all of the following:

- the issuance of credit cards as defined in Regulation Z;
- the addition of a credit feature to a debit card or other access device, other than an overdraft service; and
- the issuance of dual debit/credit cards, except for access devices whose only credit feature is a pre-existing agreement to cover account overdrafts or to maintain a minimum account balance, or is an overdraft service.

SUBPART B—REQUIREMENTS FOR REMITTANCE TRANSFERS

Subpart B provides new disclosures, error resolution, and cancellation and refund rights to consumers who send remittance transfers to be received by other consumers or businesses in a foreign country.

X. Remittance Transfer Definitions—12 CFR 1005.30

The definitions in subpart A (12 CFR 1005.2) also apply to subpart B unless specifically modified or limited by subpart B. The definitions in subpart B (12 CFR 1005.30) are applicable only to subpart B.

Agent is an agent, authorized delegate, or person affiliated with a remittance transfer provider, as defined under state or other applicable law, when that person acts for a remittance transfer provider. A person is not deemed a remittance transfer provider when it performs activities as an agent on behalf of a remittance transfer provider (Comment 30(f)-1).

A business day is any day that the offices of a remittance transfer provider are open to the public for carrying on "substantially all business functions."

Preauthorized remittance transfer is a remittance transfer authorized in advance to recur at substantially regular intervals.

Remittance transfer is an electronic transfer of funds requested by a consumer in a state to a designated recipient that is sent by a remittance transfer provider. The term applies whether or not the consumer holds an account and whether or not the transfer is an electronic fund transfer.

An electronic transfer of funds occurs when

a. a provider makes an electronic book entry between different settlement accounts to make

18. This section also prohibits anyone from requiring the establishment of an account for receipt of EFTs with a particular financial institution either as a condition of employment or the receipt of a government benefit (12 CFR 1005.10(e)(2)). However, the employer may require direct deposit of salary, as long as the employee may choose the financial institution that will accept the direct deposit, or limit direct deposits to one financial institution as long as the employee may choose to receive salary by other means (e.g., check or cash) (Comment 10(e)(2)-1).

the remittance transfer.

b. a payment is made under a bill-payment service available to a consumer via computer or other electronic means, except in certain circumstances where a check, draft, or similar paper instrument drawn on a consumer's account under the bill-payment service is mailed abroad.

An electronic transfer of funds does not occur where a sender mails funds directly to a recipient, or funds are provided to a courier for delivery to a foreign country (Comment 30(e)-1)).

Transactions of $15 or less and certain transactions in connection with securities and commodities transfers that are excluded from the definition of an EFT are not remittance transfers (12 CFR 1005.30 (e)(2) and 12 CFR 1005.3(c)(4)).

Remittance transfers include

a. transfers in cash or by another method conducted through a money transmitter or a financial institution;

b. consumer wire transfers conducted by a financial institution upon a sender's request to wire money from the sender's account to a designated recipient;

c. an addition of funds to a prepaid card by a participant in a prepaid card program, such as a prepaid card issuer or its agent, that is directly engaged with the sender to add these funds, where the prepaid card is sent or was previously sent by a participant in the prepaid card program to a person in a foreign country, even if a sender retains the ability to withdraw such funds;

d. international ACH transactions sent by the sender's financial institution at the sender's request;

e. online bill payments and other electronic transfers that a sender schedules in advance, including preauthorized remittance transfers, made by the sender's financial institution at the sender's request to a designated recipient (Comment 30(e)-3).

Sender is a consumer in a state, who requests a remittance transfer primarily for personal, family, or household purposes. For account-based transfers, the location of the consumer's account will determine whether the consumer is located in a state. For transfers not made from an account that are requested by telephone or electronically, the remittance transfer provider may make the determination of whether a consumer is located in a state based on information provided by the consumer and any records associated with the consumer (Comment 30(g)-1).

A designated recipient is any person identified by the name provided by a sender to receive a remittance transfer at a location in a foreign country. A designated recipient can be either a natural person or an organization such as a corporation (Comment 30(c)-1). Similar to the definition of "sender," for transfers to a designated recipient's account, where funds are to be received depends on where the recipient's account is located.

"Remittance transfer provider" or "provider" is any person that provides remittance transfers for a consumer in the normal course of its business, regardless of whether the consumer holds an account with such person (12 CFR 1005.30(f)(1)).

Whether a person provides remittance transfers in the "normal course of business" depends on the facts and circumstances, including the total number and frequency of remittance transfers sent by the provider. The rule also provides a safe harbor for a person that provided 100 or fewer remittance transfers in the previous calendar year and provides 100 or fewer remittance transfers in the current calendar year (a total via all channels). Such a person is deemed not to be providing remittance transfers in the normal course of its business and is therefore not subject to the rule's requirements. In determining whether a person qualifies for the safe harbor, any transfers that are excluded from the definition of "remittance transfer" such as small value transactions or certain securities and commodities transfers are excluded. If a person exceeds the safe harbor criteria and is providing remittance transfers for consumers in the normal course of its business, that person has a reasonable period of time, not to exceed six months, to begin complying with subpart B (12 CFR 1005.30(f)(2) and Comment 30(f)-2).

"Covered third-party fees" means any fees that are imposed on the remittance transfer by a person other than the remittance transfer provider that are not non-covered third-party fees. Fees imposed on the remittance transfer include only those fees that are charged to the designated recipient and are specifically related to the remittance transfer (Comment 30(h)-1). Examples include fees imposed on a remittance transfer by intermediary institutions in connection with a wire transfer (sometimes referred to as "lifting fees") and fees imposed on a remittance transfer by an agent of the provider at pick-up for receiving the transfer (Comment 30(h)-2).

"Non-covered third-party fees" means any fees imposed by the designated recipient's institution for receiving a remittance transfer into an account except if the institution acts as an agent of the remittance transfer provider. For example, a fee imposed by the designated recipient's institution

for receiving an incoming transfer into an account is a non-covered third-party fee if the institution is not acting as the agent of the remittance transfer provider. A designated recipient's account does not include a credit card, prepaid card, or a virtual account held by an Internet-based or mobile telephone company that is not a bank, savings association, credit union, or equivalent institution (Comment 30(h)-3).

XI. Disclosures—12 CFR 1005.31

Providers must give senders disclosures at certain stages of the remittance transfer process. The rule requires providers to give senders a prepayment disclosure when a transfer request is made, but prior to payment for the transfer. Providers must also provide a receipt when payment is made for the transfer. Model disclosure forms are provided in Appendix A.

General Form of Disclosures—12 CFR 1005.31(a)

Required disclosures or disclosures permitted by 12 CFR 1005.31(b)(1)(viii) or 12 CFR 1005.33(h)(3) must be clear and conspicuous and generally be provided to the sender in writing. Disclosures may contain commonly accepted or readily understandable abbreviations or symbols. Disclosures are clear and conspicuous if they are readily understandable and, in the case of written and electronic disclosures, the location and type size are readily noticeable to senders. Oral disclosures are clear and conspicuous when they are given at a volume and speed sufficient for a sender to hear and comprehend them (12 CFR 1005.31(a); Comments 31(a)(1)-1 and 31(a)(2)-2).

Prepayment disclosures may be provided electronically without E-SIGN consent, if the sender electronically requests the provider to send the transfer. However, the receipt for the transaction may be provided electronically only with E-SIGN consent (12 CFR 1005.31(a)(2); Comment 31(a)(2)-1).

Written and electronic disclosures generally must be made in a retainable form. Prepayment disclosures provided via mobile application or text message (to the extent permitted by the rule) need not be retainable. In some cases, disclosures may be disclosed orally. For example, prepayment disclosures may be disclosed orally if the transaction is conducted orally and entirely by telephone and the remittance transfer provider complies with certain other disclosure requirements (12 CFR 1005.31(a)(2) and (a)(3)).

Additional requirements apply for certain transfers scheduled at least three days before the date of transfer that are conducted orally over the telephone or by mobile application or text messaging (12 CFR 1005.31(a)(3)(iv) and (a)(5)(iv)).

Disclosure Requirements—12 CFR 1005.31(b)

Disclosures provided as applicable. The required disclosures need to be provided only to the extent applicable. A remittance transfer provider may choose to omit an item of information if it is inapplicable to a particular transaction. Alternatively, a provider may disclose a term and state that an amount or item is "not applicable," "N/A," or "None" (Comment 31(b)-1).

Substantially similar terms, language, and notices. Certain disclosures must be described using the terms set forth in 12 CFR 1005.31(b) or substantially similar terms. Terms may be more specific than those provided. For example, a remittance transfer provider sending funds may describe fees imposed by an agent at pick-up as "Pick-up Fees" in lieu of describing them as "Other Fees." Foreign language disclosures must contain accurate translations of the required terms, language, and notices as well as the disclosures permitted by 12 CFR 1005.31(b)(1)(viii) and 1005.33.(h)(3) (Comment 31(b)-2).

Prepayment disclosures—12 CFR 1005.31(b)(1)

A remittance transfer provider must provide the prepayment disclosure when the sender requests the remittance transfer but prior to payment for the transfer. The provider must disclose:

a. the amount to be transferred (transfer amount),

b. front-end fees imposed by the provider and any taxes collected on the remittance transfer by the provider (transfer fees and transfer taxes),

c. total amount of the transaction (the sum of the transfer amount and front-end fees and taxes),

d. the exchange rate,

e. any covered third-party fees (other fees),

f. the total amount to be received by the designated recipient (total amount of the transaction minus covered third-party fees), and

g. a statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply to the remittance transfer and result in the designated recipient receiving less than the amount disclosed. In this statement, a provider also may, but is not required, to disclose in the currency in which the funds will be received, any applicable non-covered third-party fees or taxes collected by a person other than the provider.

Transfer amount. Two transfer amount disclosures are required in the prepayment disclosures.

1. The transfer amount in the currency in which the sender funds the remittance transfer to show the calculation of the total amount of the transaction.
2. The transfer amount in the currency in which the funds will be made available to the designated recipient. This second transfer amount need not be disclosed if covered third-party fees are not imposed on the remittance transfer. The terms used to describe each transfer amount should be the same (Comment 31(b)(1)-2).

Fees and taxes. Fees imposed and taxes collected on the remittance transfer by a provider must be disclosed in the currency in which the transaction is funded, as applicable. Taxes collected on the remittance transfer by the provider include taxes imposed on the remittance transfer by a state or other governmental body (Comment 31(b)(1)-1(i)).

The fees and taxes required to be disclosed by 12 CFR 1005.31(b)(1)(ii) include all fees imposed and all taxes collected on the remittance transfer by the provider and include only those that are specifically related to the remittance transfer. For example, a provider must disclose any service fees imposed by an agent at the time of the transfer and any state taxes collected on the remittance transfer (Comment 31(b)(1)-1(ii)).

Applicable exchange rate. If the designated recipient will receive funds in a currency other than the currency in which the remittance transfer is funded, a remittance transfer provider must disclose the exchange rate to be used by the provider for the remittance transfer (Comment 31(b)(1)(iv)-1).

Rounding. The exchange rate disclosed for the remittance transfer is required to be rounded on the disclosure. The provider may round to two, three, or four decimal places, at its option, but this must be done consistently for each currency. (Comment 31(b)(1)(iv)-2). However, the exchange rate used to calculate: (a) the transfer amount, (b) the fees and taxes imposed on the remittance transfer by a person other than the provider, and (c) the amount received by the designated recipient, is prior to any rounding. If an exchange rate need not be rounded, a provider must use that exchange rate to calculate these disclosures (Comment 31(b)(1)-3).

Exchange rate used. The exchange rate used by the provider for the remittance transfer need not have been set by the provider. For example, an exchange rate set by an intermediary institution and applied to the remittance transfer would be the exchange rate used for the remittance transfer and must be disclosed by the provider (Comment 31(b)(1)(iv)-3).

Disclosure of covered third-party fees. Covered third-party fees must be disclosed in the currency in which the funds will be received by the designated recipient, using the applicable exchange rate, or an estimated exchange rate to the extent permitted, prior to any rounding of the exchange rate. If a provider does not have specific knowledge regarding the currency in which the funds will be received, the provider may rely on a sender's representation as to the currency in which funds will be received. If a sender does not know the currency in which funds will be received, the provider may assume that the currency in which funds will be received is the currency in which the remittance transfer is funded (Comment 31(b)(1)(vi)-1).

Amount received. The remittance transfer provider is required to disclose the amount that will be received by the designated recipient in the currency in which the funds will be received. The amount received must reflect the exchange rate, all fees imposed and all taxes collected on the remittance transfer by the remittance transfer provider, as well as any covered third-party fees required to be disclosed. The disclosed amount received must be reduced by the amount of any fees or taxes (except non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider) imposed on the remittance transfer that affect the amount received even if that amount is imposed or itemized separately from the transaction amount. (Comment 31(b)(1)(vii)-1).

Required disclaimer when non-covered third-party fees and taxes collected by a person other than the provider may apply. The provider is required to include a disclaimer that non-covered third-party fees or taxes may apply to the remittance transfer if such taxes and fees apply to a particular transfer or the provider does not know whether they apply. This disclosure may only be provided to the extent applicable. For example, if the designated recipient's institution is an agent of the provider and thus non-covered third-party fees cannot apply to the transfer, the provider must disclose all fees imposed on the remittance transfer and may not provide the disclaimer regarding non-covered third-party fees (Comment 31(b)(1)(viii)-1).

Optional disclosure of non-covered third-party fees and taxes collected by a person other than the provider. The provider is permitted to disclose any non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider that will apply to a particular transaction if it knows the amount of such fees and taxes. Additionally, the provider is permitted to disclose an estimate of such fees and taxes, provided any

estimates are based on reasonable source of information (Comment 31(b)(1)(viii)-2; 12 CFR 1005.32(b)(3) and Comment 32(b)(3)-1).

Receipt—12 CFR 1005.31(b)(2)

When payment is made, a remittance transfer provider must provide a receipt to a sender disclosing all applicable information required in the prepayment disclosure. The receipt must also disclose, as applicable:

a. the date of availability of the funds (date available);

b. the name and, if provided by the sender, the telephone number and/or address of the designated recipient (recipient);

c. a statement about the sender's error resolution and cancellation;

d. specified contact information for the remittance transfer provider; and

e. the transfer date for remittance transfers scheduled at least three business days in advance, or the first transfer in a series of of preauthorized transfers.

The provider must also provide a statement that the sender can contact the state agency that licenses or charters the remittance transfer provider with respect to the particular transfer (if applicable), and the Consumer Financial Protection Bureau (CFPB) for questions or complaints about the remittance transfer provider. The statement must include the name of the agency(ies), telephone number(s), and website address(es).

Date funds will be available. The provider must disclose the date in the foreign country on which the funds will be available to the designated recipient, using the term "Date Available" or a substantially similar term. If a provider does not know the exact date on which funds will be available, the provider may disclose the latest date on which the funds will be available. The provider may also disclose that funds "may be available sooner" or use a substantially similar term to inform senders that funds may be available to the designated recipient on a date earlier than the date disclosed (Comment 31(b)(2)-1).

Agencies required to be disclosed. The provider must disclose information about a state agency that licenses or charters the provider with respect to the particular remittance transfer. If a financial institution is solely regulated by a federal agency, the institution does not need to disclose information about a state agency. However, information about the CFPB must be provided whether or not the CFPB is the provider's primary federal regulator. (Comment 31(b)(2)-2). If a provider is licensed in multiple states, and the state agency that licenses the provider with respect to the remittance transfer is determined by the sender's location, a provider may make the determination of the sender's state based on information provided by the sender and on any records associated with the sender. A state-chartered bank must disclose information about the state agency that granted its charter, regardless of the location of the sender (Comment 31(b)(2)-3).

Date of transfer on receipt. For remittance transfers scheduled at least three business days in advance, or the first transfer in a series of preauthorized transfers, the date of transfer for the remittance transfer must be disclosed on the receipt. Additional disclosures apply to subsequent preauthorized remittance transfers, as described below regarding 12 CFR 1005.36(d) (Comment 31(b)(2)-4).

Cancellation disclosure. The provider may provide the three-business-day right-to-cancel notice (for transfers scheduled three or more business days before the transfer date) and the 30-minute right-to-cancel notice (for transfers scheduled fewer than three business days in advance), on the same disclosure, with a checkbox or other method to clearly designate the applicable cancellation period. For transfers scheduled three or more business days before the transfer date, the cancellation disclosure should be phrased and formatted in such a way that it is clear to the sender which cancellation period is applicable to the date of transfer disclosed on the receipt (Comment 31(b)(2)-6).

Combined disclosure—12 CFR 1005.31(b)(3)

As an alternative to providing separate prepayment and receipt disclosures, a remittance transfer provider may provide the information in the receipt in a single disclosure when the sender requests the remittance transfer, but prior to payment for the transfer. If this combined disclosure is provided and the sender completes the transfer, the remittance transfer provider must provide the sender with proof of payment when payment is made for the remittance transfer. For one-time transfers scheduled at least five business days in advance, or for the first in a series of preauthorized transfers, the provider may provide confirmation that the transaction has been scheduled in lieu of the proof of payment if payment is not processed at the time the remittance transfer is scheduled. No further proof of payment is required when payment is later processed.

Proof of payment/confirmation of scheduling. The proof of payment or confirmation of scheduling

must be clear and conspicuous, provided in writing or electronically, and provided in a retainable form. The proof of payment for the transaction may be provided on the same piece of paper as the combined disclosure or on a separate piece of paper. A provider may also provide this additional information to a sender on a separate piece of paper when payment is made (12 CFR 1005.31(b)(3)(ii) and Comment 31(b)(3)-1).

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

At the sender's request, a remittance transfer provider is required promptly to provide a notice describing the sender's error resolution and cancellation rights, using language set forth in Model Form A-36 of Appendix A or substantially similar language. For any remittance transfer scheduled by the sender at least three business days before the date of the transfer, the description of the rights of the sender regarding cancellation must instead reflect the requirements of 12 CFR 1005.36(c).

Specific Format of Disclosures—12 CFR 1005.31(c)

Grouping of disclosed information. Disclosures related to transfer amount, transfer fees and taxes imposed by the provider, and the total amount of the transaction generally must be grouped together. Similarly, disclosures related to the transfer amount in the currency to be made available to the designated recipient, covered third-party fees, taxes collected on the remittance by the provider, the total amount to be received by the designated recipient, and the disclaimer statement generally must be grouped together. Information is grouped together if multiple disclosures are in close proximity to one another and a sender can reasonably calculate the total amount of the transaction and the amount that will be received by the designated recipient (12 CFR 1005.31(c)(1) and Comment 31(c)(1)-1).

Proximity of disclosed information. The exchange rate used for the remittance transfer generally must be disclosed in close proximity to the other information required in the prepayment disclosure. Disclosures on error resolution and cancellation rights must generally be disclosed in close proximity to the other disclosures required on the receipt (12 CFR 1005.31(c)(2)).

Prominence and size of disclosures. Disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) that are provided in writing or electronically, other than disclosures permitted to be provided via mobile application or text message, must be in a minimum of eight-point font and in equal prominence to each other. They must be provided on the front of the page on which the disclosures are printed (12 CFR 1005.31(c)(3)).

Segregation of disclosures from other information. Disclosures that are provided in writing or electronically, other than disclosures permitted to be provided via mobile application or text message, must be segregated from everything else and must contain only information that is "directly related" to the disclosures (12 CFR 1005.31(c)(4)).

The following is "directly related" information:

a. the date and time of the transaction;
b. the sender's name and contact information;
c. the location at which the designated recipient may pick up the funds;
d. the confirmation or other identification code;
e. a company name and logo;
f. an indication that a disclosure is or is not a receipt or other indicia of proof of payment;
g. a designated area for signatures or initials;
h. a statement that funds may be available sooner;
i. instructions regarding the retrieval of funds, such as the number of days the funds will be available to the recipient before they are returned to the sender;
j. a statement that the provider makes money from foreign currency exchange; and
k. disclosure of any non-covered third-party fees and any taxes collected by a person other than the provider (Comment 31(c)(4)-2).

Terms used in the case of estimated disclosures. A remittance transfer provider may provide estimates of the amounts required to be disclosed in the prepayment disclosure, receipt, and combined disclosure to the extent permitted by 12 CFR 1005.32. An estimate must be described using the term "Estimated" or a substantially similar term in close proximity to the estimated term or terms. For example, a remittance transfer provider could describe an estimated disclosure as "Estimated Transfer Amount," "Other Estimated Fees and Taxes," or "Total to Recipient (Est.)" (12 CFR 1005.31(d) and Comment 31(d)-1).

Request to send a remittance transfer. Determining whether a consumer has requested a remittance transfer depends on the facts and circumstances. A sender who asks a provider to send a remittance transfer, and provides transaction-specific information to the provider in order to send funds to a designated recipient, has requested a remittance transfer. However, a consumer who solely inquires about that day's rates and fees to send to a particular country has not requested the

provider to send a remittance transfer (Comment 31(e)-1).

When payment is made. Payment is made when a sender provides cash to the remittance transfer provider or when payment is authorized (Comment 31(e)-2).

Disclosures related to mobile application and text message transactions. If a transaction is conducted entirely by telephone via mobile application or text message, a receipt may be mailed or delivered to the sender pursuant to the timing requirements for transfers conducted entirely by telephone (Comment 31(e)-4).

Accuracy of disclosures—when payment is made. Disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) must be accurate when a sender makes payment for the remittance transfer, except to the extent estimates are permitted. A remittance transfer provider is not required to guarantee the terms of the remittance transfer in the prepayment disclosures for any specific period of time. However, if any of these disclosures are not accurate when a sender makes payment for the remittance transfer, the provider must give new disclosures before accepting payment (12 CFR 1005.31(f) and Comment 31(f)-1).

Foreign language disclosures

Written and electronic disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) generally must be provided in English and in each foreign language principally used to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error. Alternatively, written and electronic disclosures can be provided in English and in the foreign language primarily used by the sender with the remittance transfer provider, provided such foreign language is principally used to advertise, solicit, or market remittance transfers at the office in which a sender conducts a transaction or asserts an error. For transfers requested orally, by text message, or mobile application, the disclosures must be in the language primarily used by the sender to communicate with the transfer provider (12 CFR 1005.31(g)).

Number of foreign languages used in written disclosure. There is no limit to the number of languages that may be used on a single document, but such disclosures must be clear and conspicuous. If the remittance transfer provider chooses to provide written and electronic disclosures in English and in the foreign language primarily used by the sender with the remittance transfer provider, it may provide disclosures in a single document with both languages or in two separate documents with one document in English and the other document in the applicable foreign language (Comment 31(g)-1).

Language "primarily used." The language primarily used by the sender with the remittance transfer provider to conduct the transaction is the primary language used by the sender with the remittance transfer provider to convey the information necessary to complete the transaction. Similarly, the language primarily used by the sender with the remittance transfer provider to assert the error is the primary language used by the sender with the remittance transfer provider to provide the information required to assert an error (Comment 31(g)-2).

Language "principally" used. Whether a foreign language is principally used by the remittance transfer provider to advertise, solicit, or market is determined from all relevant facts and circumstances, including

a. the frequency with which the foreign language is used in advertising, soliciting, or marketing of remittance transfer services at that office;

b. the prominence of the advertising, soliciting, or marketing of remittance transfer services in that foreign language at that office; and

c. the specific foreign language terms used in the advertising soliciting, or marketing of remittance transfer services at that office (Comment 31(g)(1)-1(i)).

Language used to advertise, solicit, or market. Any commercial message in a foreign language, appearing in any medium, that promotes directly or indirectly the availability of remittance transfer services constitutes advertising, soliciting, or marketing in such foreign language (Comment 31(g)(1)-2).

Office. An office includes any physical location, telephone number, or website of a remittance transfer provider where a sender may conduct a remittance transfer or assert an error for a remittance transfer (Comment 31(g)(1)-3).

At the office. Any advertisement, solicitation, or marketing is considered to be made at the office in which a sender conducts a transaction or asserts an error if it is posted, provided, or made: at a physical office, on a website of a remittance transfer provider that may be used by senders to conduct remittance transfers or assert errors, during a telephone call with a remittance transfer provider that may be used by senders to conduct remittance transfers or assert errors, or via mobile application or text message if the mobile application or text message may be used by senders to conduct remittance transfers or assert errors (Com-

ment 31(g)(1)-4).

XII. Estimates—12 CFR 1005.32

Disclosures for which estimates may be used. Estimates may be used in certain circumstances for certain information required in prepayment disclosures, receipts, and combined disclosures.

Temporary Exception for Insured Institutions—12 CFR 1005.32(a)

Estimates may be provided for certain amounts required to be disclosed in the prepayment disclosures, receipts and combined disclosures if

a. the remittance transfer provider cannot determine the exact amounts for reasons beyond its control;

b. the remittance transfer provider is an insured institution; and

c. the remittance transfer is sent from the sender's account with the institution.

An insured institution means an insured depository institution (including an uninsured U.S branch and agency of a foreign depository institution) and an insured credit union (12 CFR 1005.32(a)(3)).

Control. An insured institution cannot determine exact amounts "for reasons beyond its control" when a person other than the insured institution or with which the insured institution has no correspondent relationship sets the exchange rate or imposes a covered third-party fee required to be disclosed. For example, if an insured institution has a correspondent relationship with an intermediary financial institution in another country and that intermediary institution sets the exchange rate or imposes a fee for remittance transfers sent from the insured institution to the intermediary institution, then this exception is not applicable and the insured institution must determine exact amounts for the disclosures because the determination of those amounts are not beyond the insured institution's control (Comment 32(a)(1)-1).

Covered third-party fees. An insured institution cannot determine the exact covered third-party fees to disclose if, for example, an intermediary institution with which the insured institution does not have a correspondent relationship imposes a transfer or conversion fee. However, an insured institution can determine the exact covered third-party fees required to be disclosed if it has agreed upon the specific fees with an intermediary correspondent institution, and this correspondent institution is the only institution in the transmittal route to the designated recipient's institution (Comments 32(a)(1)-2(ii) and -3(ii)).

The temporary exception is available for insured institutions until July 21, 2015.

Permanent Exception for Transfers to Certain Countries—12 CFR 1005.32(b)(1)

Estimates may be provided in prepayment disclosures, receipts, or combined disclosures for transfers to certain countries if a remittance transfer provider cannot determine the exact amounts at the time the disclosure is required either because

a. the laws of the recipient country do not permit such a determination, or

b. the method by which transactions are made in the recipient country does not permit such determination.

Laws of the recipient country. The laws of the recipient country do not permit a remittance transfer provider to determine exact amounts required to be disclosed when a law or regulation of the recipient country (e.g., currency exchange or certain privacy laws) do not allow the person making funds directly available to the designated recipient to determine the exact amounts at the time the disclosure is required. A typical example is where the law requires an exchange rate to be either

a. set by the government of the recipient country after the remittance transfer provider sends the remittance transfer; or

b. set when the designated recipient receives the funds (Comment 32(b)(1)-1).

Method by which transactions are made in the recipient country. The method by which transactions are made in the recipient country does not permit a remittance transfer provider to determine exact amounts required to be disclosed when transactions are sent via international ACH on terms negotiated between the United States government and the recipient country's government, under which the exchange rate is a rate set by the recipient country's central bank or other governmental authority after the provider sends the remittance transfer (Comment 32(b)(1)-3).

Safe harbor list. The remittance transfer provider may rely on a list of countries published by the CFPB to determine whether estimates may be provided for the exchange rate, the transfer amounts, covered third-party fees, and total amount to the recipient. If a country is on the CFPB's list, the provider may give estimates under this section, unless it has information that a country on the list legally permits the provider to determine exact disclosure amounts. If a country does not appear on the CFPB's list, the provider may provide estimates if it determines that the recipient country does not legally permit or the method by which transactions are conducted in that country does not permit the provider to determine exact disclosure

amounts (Comments 32(b)(1)-5 and 32(b)(1)-6).

Change in laws of recipient country. If the laws of a recipient country change such that a remittance transfer provider can determine exact amounts, the remittance transfer provider must begin providing exact amounts for the required disclosures as soon as reasonably practicable. If the laws of a recipient country change such that the provider cannot determine exact disclosure amounts, the provider may provide estimates even if that country does not appear on the list published by the CFPB (Comment 32(b)(1)-7).

Permanent Exception for Transfers Scheduled before the Date of Transfer—12 CFR 1005.32(b)(2)

For remittance transfers scheduled five or more business days before the date of the transfer, estimates may be provided for the exchange rate, transfer amount, covered third-party fees (where the exchange rate is also estimated and affects such fees), and the total amount to recipient, if at the time the sender schedules such a transfer, the provider agrees to a sender's request to fix the amount to be transferred in the currency in which the remittance transfer will be received and not the currency in which it is funded. For example, if a sender schedules a wire transfer to be sent from the sender's bank account denominated in U.S. dollars but to be paid to the recipient in euro transfer, the provider is allowed to estimate the transfer amount, front-end fees or taxes collected by the provider (if based on the amount transferred), and the total amount of the transaction. The provider is also allowed to estimate any covered third-party fees if the exchange rate is also estimated and the estimated exchange rate affects the amount of fees. (12 CFR 1005.32(b)(2) and Comment 32(b)(2)-1).

Permanent Exception for Optional Disclosure of Non-covered Third-Party Fees and Taxes Collected on the Remittance Transfer by a Person Other Than the Provider—12 CFR 1005.32(b)(3)

The remittance transfer provider may provide estimates (as part of the required disclaimer statement) for applicable non-covered third-party fees and taxes collected on the remittance transfer by a person other than the provider, if such estimates are based on reasonable sources of information. Reasonable sources of information may include, for example: information obtained from recent transfers to the same institution or the same country or region; fee schedules from the recipient institution; fee schedules from the recipient institution's competitors; surveys of recipient institution fees in the same country or region as the recipient institution; information provided or surveys of recipient institutions' regulators or taxing authorities; commercially or publicly available databases, services or sources; and information or resources developed by international nongovernmental organizations or intergovernmental organizations (Comment 32(b)(3)-1).

Bases for Estimates—12 CFR 1005.32(c) and (d)

If a remittance transfer provider qualifies for either the temporary or permanent exception, the rule allows two bases for estimating information in the disclosures:

1. The estimates must generally be based on any of the approaches listed in the rule (12 CFR 1005.32(c)(1)).
2. Alternatively, the estimates may be based on an approach that is not listed, provided that the designated recipient receives the same, or greater, amount of funds than the remittance transfer provider disclosed.

For remittance transfers scheduled five or more business days before the date of the transfer, estimates must be based on the exchange rate or, where applicable, the estimated exchange rate that the provider would have used or did use that day to provide disclosures to a sender requesting such a remittance transfer to be made on the same day.

Approaches listed in the rule

Estimates of the exchange rate. For remittance transfers sent via international ACH, the estimate must be based on the most recent exchange rate set by the recipient country's central bank or other governmental authority and reported by a Federal Reserve Bank. For any remittance transfers for which estimates are permitted, the exchange rate may be estimated based on the most recent publicly available wholesale exchange rate and any applicable spread that the remittance transfer provider or its correspondent typically applies for remittance transfers for that currency or the most recent exchange rate offered or used by the person making funds available directly to the designated recipient or by the person setting the exchange rate (12 CFR 1005.32(c)(1)).

Where the exchange rate for a remittance transfer sent via international ACH that qualifies for the permanent exception is set the following business day, the most recent exchange rate available for a transfer is the exchange rate set for the day that the disclosure is provided, i.e. the current business day's exchange rate (Comment 32(c)(1)-1).

Publicly available. Examples of publicly available sources of information containing the most recent wholesale exchange rate for a currency include U.S. news services, such as Bloomberg, the Wall Street Journal, and the New York Times; a recipient country's national news services, and a recipient country's central bank or other government agency (Comment 32(c)(1)-2).

Spread applied to the wholesale exchange rate. An estimate for disclosing the exchange rate based on the most recent publicly available wholesale exchange rate must also reflect any spread the remittance transfer provider typically applies to the wholesale exchange rate for remittance transfers for a particular currency (Comment 32(c)(1)-3).

Most recent exchange rate. If the exchange rate with respect to a particular currency is published or provided multiple times throughout the day because the exchange rate fluctuates throughout the day, a remittance transfer provider may use any exchange rate available on that day to determine the most recent exchange rate (Comment 32(c)(1)-4).

Estimates of the transfer amount and covered third-party fees in the currency in which funds will be received by the designated recipient. Estimates of the transfer amount in the currency in which the funds will be received by the designated recipient as well as covered third-party fees imposed as a percentage of the amount transferred must be based on the estimated exchange rate, prior to any rounding (12 CFR 1005.32(c)(2) and (3)(i)).

Estimates of the fees imposed by intermediary or final institution. Estimates for covered third-party fees imposed by intermediary or final institutions that act as intermediaries or by the designated recipient's institution must be based on the remittance transfer provider's most recent remittance transfer to the designated recipient's institution or a representative transmittal route identified by the remittance transfer provider (12 CFR 1005.32(c)(3)(ii).

Estimates of the amount of currency that will be received by the designated recipient. Estimates for the amount of currency that will be received by the designated recipient must be based on the estimates provided in accordance with 12 CFR 1005.31(c)(1) through (3) as applicable for the transaction (12 CFR 1005.32(c)(4)).

XIII. Procedures for Resolving Errors—12 CFR 1005.33

Definition of Error—12 CFR 1005.33(a)

In connection with an error asserted under 12 CFR 1005.33, the term error means

a. generally, an incorrect amount paid by a sender in connection with a remittance transfer;

b. a computational or bookkeeping error made by the remittance transfer provider relating to the remittance transfer;

c. the failure, generally, to make available to a designated recipient the amount of currency required to be disclosed under 12 CFR 1005.31 (b)(vii) and stated in the disclosure provided to the sender unless the disclosure stated an estimate of the amount paid and the difference results from application of the actual exchange rate, fees, and taxes, rather than any estimated amount;

d. the failure, generally, to make funds available to a designated recipient by the date of availability stated in the disclosure provided to the sender; or

e. the sender's request for documentation required by 12 CFR 1005.31 or for additional information or clarification concerning a remittance transfer, including a request a sender makes to determine whether an error exists. (See more detailed discussion of errors and exceptions below.)

Error due to incorrect amount of currency paid by sender. This type of error covers circumstances in which a sender pays an amount that differs from the total amount of the transaction, including fees imposed in connection with the transfer stated in the receipt or combined disclosure provided. However, there is no error if the disclosure appropriately stated an estimate of the amount paid by the sender and the difference results from application of the actual exchange rate, fees, and taxes rather than any estimated amounts (12 CFR 1005.33(a)(1)(i) and Comment 33(a)-1).

Error due to incorrect amount of currency received. This type of error covers circumstances in which the designated recipient receives an amount of currency that differs from the amount of currency identified on the disclosures provided to the sender. It also covers circumstances in which the remittance transfer provider transmits an amount that differs from the amount requested by the sender. There are three general exceptions to this. There is no error if

a. the disclosure appropriately, under one of the two exceptions under 12 CFR 1005.32, stated an estimate of the amount of currency to be received and the difference results from application of the actual exchange rate, fees, and taxes rather than any estimated amounts, or

b. the failure was caused by extraordinary circumstances outside the remittance transfer provider's control; or

c. the difference results from the application of

non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider and the provider provided the required disclaimer.

A designated recipient may receive an amount of currency that differs from the amount of currency disclosed and an error has occurred if for example

a. an exchange rate other than the disclosed rate is applied to the remittance transfer, or

b. the provider provides the sender a receipt stating an amount of currency that will be received by the designated recipient, which does not reflect additional covered third-party fees that are imposed by the receiving agent in the destination country. However, if the designated recipient will receive less than the amount of currency disclosed on the receipt due solely to the additional foreign taxes that the provider was not required to disclose, no error has occurred (Comment 33(a)-3(ii)).

Exception for extraordinary circumstances outside the remittance transfer provider's control. If the provider fails to make the amount of currency disclosed available to the designated recipient, such an occurence is not an error if such failure was caused by extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated. Examples of extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated include war or civil unrest, natural disaster, garnishment or attachment of some of the funds after the transfer is sent, and government actions or restrictions that could not have been reasonably anticipated by the remittance transfer provider, such as the imposition of foreign currency controls or foreign taxes unknown at the time the receipt or combined disclosure is provided (Comment 33(a)-4). Note that foreign taxes are not required to be disclosed. However, if a provider, believing that there is no applicable foreign tax, elects not to provide a disclaimer pursuant to 1005.31(b)(1)(viii), no error has occurred if a new tax is imposed that could not have been reasonably anticipated at the time the receipt or combined disclosure was required to be given.

Error due to failure to make funds available by disclosed date of availability. This error generally covers disputes about the failure to make remittance transfer funds available to a designated recipient by the disclosed date of availability. Examples of errors for failure to make funds available by the disclosed date of availability include, late or non-delivery of a remittance transfer, delivery of funds to the wrong account, the fraudulent pick-up of a remittance transfer in a foreign country by a person other than the designated recipient, and the recipient agent or institution's retention of the remittance transfer, instead of making the funds available to the designated recipient.

There is no error if funds were not made available by the disclosed date due to:

a. extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated;

b. delays related to the remittance transfer provider's fraud screening procedures or in accordance with the Bank Secrecy Act, Office of Foreign Assets Control requirements, or similar laws or requirements; or

c. the remittance transfer was made with fraudulent intent by the sender or any person acting in concert with the sender (i.e., friendly fraud); or

d. the sender provided the remittance transfer provider an incorrect account number or recipient institution identifier for the designated recipient's account or institution, and the remittance transfer provider

   i. can demonstrate that the sender provided an incorrect account number or recipient institution identifier to the provider in connection with the remittance transfer;

   ii. prior to or when sending the transfer, used reasonably available means to verify (for recipient institution identifier errors only) that the recipient institution identifier provided by the sender corresponded to the recipient institution name provided by the sender;

   iii. provided notice to the sender (prior to payment for the remittance transfer) that, in the event the sender provided an incorrect account number or recipient institution identifier, the sender could lose the transfer amount.

   iv. the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into a customer's account that is not the designated recipient's account; and

   v. promptly used reasonable efforts to recover the amount that was to be received by the designated recipient.

Account number or recipient institution identifier. Account number and recipient institution identifier refer to alphanumerical account or institution identifiers other than names or addresses, such as account numbers, routing numbers, Canadian transit numbers, International Bank Account Numbers, Business Identifier Codes, and other similar

account or institution identifiers used to route a transaction. Designated recipient's account refers to an asset account but does not include a credit card, prepaid card, or a virtual account held by an Internet-based or mobile telephone company that is not a bank, savings association, credit union, or equivalent institution (Comment 33(a)-8).

Reasonable methods of verification. Reasonably available means may include accessing a directory of Business Identifier Codes and verifying that the code provided by the sender matches the provided institution name, and, if possible, the specific branch or location provided by the sender. A provider may also rely on other commercially available databases or directories to check other recipient institution identifiers. The requirement to verify would be met if no reasonably available means exist to verify the accuracy of the recipient institution identifier if the other conditions are satisfied (Comment 33(h)-1).

Reasonable efforts. Whether a provider has used reasonable efforts does not depend on whether the provider is ultimately successful in recovering the amount that was to be received by the designated recipient. If the remittance transfer provider is requested to provide documentation or other supporting information in order for the pertinent institution or authority to obtain the proper authorization for the return of the incorrectly credited amount, reasonable efforts to recover the amount include timely provision of any such documentation to the extent that it is available and permissible under law (Comment 33(h)-2).

Promptness of reasonable efforts. Whether a provider acts promptly to use reasonable efforts depends on the facts and circumstances. For example, if, before the disclosed date of availability the sender informs the provider that the sender provided a wrong account number, the provider will have acted promptly if it attempts to contact the recipient's institution before the date of availability (Comment 33(h)-3).

Failure to make funds available by disclosed date of availability due to circumstances outside the remittance transfer provider's control. A remittance transfer provider's failure to deliver or transmit a remittance transfer by the disclosed date of availability is not an error if such failure was caused by extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated. Examples of such circumstances include war or civil unrest, natural disaster, garnishment or attachment of funds after the transfer is sent, and government actions or restrictions that could not have been reasonably anticipated by the remittance transfer provider, such as the imposition of foreign currency controls (Comment 33(a)-6).

Issues that are not considered errors under subpart B

The following are not errors:

a. an inquiry about the status of a remittance transfer except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability;

b. a request for information for tax or other record-keeping purposes;

c. a change requested by the designated recipient that the remittance transfer provider or others involved in the remittance transfer decide to accommodate; or

d. a change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided to the sender if the remittance transfer provider relied on information provided by the sender (12 CFR 1005.33(a)(2) and Comment 33(a)-10).

Notice of Error from Sender—12 CFR 1005.33(b)

Person asserting or discovering error. The error resolution procedures apply only when a notice of error is received from the sender (Comment 33(b)-1).

Timing of error notice. The notice of error must be received by the remittance transfer provider within 180 days of the disclosed date of availability of the remittance transfer (12 CFR 1005.33(b)(1)). But if the notice of error is based on documentation, additional information, or clarification provided by the remittance transfer provider, then notice is timely if it is received by the remittance transfer provider the later of

a. 180 days after the disclosed date of availability of the remittance transfer, or

b. 60 days after the provider sent the documentation, information, or clarification that had been requested (12 CFR 1005.33(b)(2)).

Content of error notice. Errors may be reported orally or in writing. The notice of error is effective so long as the remittance transfer provider is able to identify

a. the sender's name and telephone number or address (or e-mail address);

b. the recipient's name and, if known, telephone number and address;

c. the remittance transfer to which the notice of error applies; and

d. why the sender believes an error exists and, if

possible, the type, date, and amount of the error, except for errors involving requests for documentation, additional information, or clarification.

For example, the sender could provide the confirmation number or code that would be used by the designated recipient to pick up the transfer, or other identification number or code supplied by the remittance transfer provider in connection with the transfer, if the number or code is sufficient for the remittance transfer provider to identify the sender (and contact information), designated recipient, and the transfer in question (Comment 33(b)-2 and 3).

Effect of late notice. A remittance transfer provider is not required to comply with the error resolution requirements for any notice of error from a sender that is received more than 180 days from the disclosed date of availability of the remittance transfer or, if applicable, more than 60 days after a provider sent documentation, additional information, or clarification requested by the sender (Comment 33(b)-4).

Notice of error provided to agent. A notice of error provided by a sender to an agent of the remittance transfer provider is deemed to be received by the provider when the agent receives it (Comment 33(b)-5).

Consumer notice of error resolution rights. In addition to the requirement to provide an abbreviated notice of the consumer's error resolution rights on the receipt or combined notice, the remittance transfer provider must make available to a sender, upon request, a notice providing a full description of the sender's error resolution rights, using language set forth in Appendix A (Model Form A-36) or substantially similar language (Comment 33(b)-6).

Time Limits and Extent of Investigation—12 CFR 1005.33(c)

A remittance transfer provider must investigate promptly and determine whether an error occurred within 90 days of receiving a notice of error. The remittance transfer provider must report the results to the sender within three business days after completing its investigation and include notice of any remedies available for correcting any error that the provider determines has occurred. If the remittance transfer provider determines during its investigation that an error occurred as described by the sender, the remittance provider may inform the sender of its findings either orally or in writing. However, if the provider determines that no error or a different error occurred, the provider must provide a written explanation of the findings, and note the sender's right to request the documents on which the provider relied in making its determination (Comment 33(c)-1).

Remedies

If the remittance transfer provider determines an error (as defined in subpart B) occurred and the error relates to

a. an incorrect amount paid by the sender,

b. a computational or bookkeeping error made by the remittance transfer provider, or

c. failure to make the amount of currency stated in the disclosures available to the designated recipient.

the provider must either

a. refund the amount of funds provided by the sender in connection with a remittance transfer which was not properly transmitted or the amount appropriate to resolve the error, or

b. make available to the designated recipient, the amount appropriate to resolve the error without additional cost to the sender or the designated recipient (12 CFR 1005.33(c)(2)(i)).

If the error relates to a sender's request for documentation or additional information or clarification to determine whether an error exists, the remittance transfer provider must provide the requested information (12 CFR 1005.33(c)(2)(iv)).

Remedy in the case of failure to make funds available by the disclosed date of availability.

a. Where failure to make funds available by the disclosed date of availability occurred due to incorrect or insufficient information provided by the sender:
The remittance transfer provider is required to refund to the sender the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error, within three business days of providing the written explanation of findings. However, the provider may agree to the sender's request, upon receiving the results of the error investigation, to apply the funds toward a new remittance transfer, rather than be refunded, if the provider has not yet processed a refund.

In such an instance, the provider may deduct from the amount refunded or applied toward a new transfer any fees actually imposed by a person other than the provider (except those that will ultimately be refunded to the provider) on or, to the extent not prohibited by law, taxes actually collected on the remittance transfer as part of the first unsuccessful remittance transfer

attempt and inform the sender of the deduction and reason. The agreement to apply the funds toward a new transfer is treated as a new remittance transfer, and the provider must provide new disclosures in accordance with 12 CFR 1005.31 and all other applicable provisions of subpart B (12 CFR 1005.33(c)(2)(iii)) and Comments 33(c)-11 and -12).

b. All other instances of failure to make funds available by the disclosed date of availability: As applicable, the remittance transfer provider must either

   i. refund to the sender, the amount of funds which was not properly transmitted or the amount appropriate to resolve the error; or

   ii. make available to the designated recipient the amount appropriate to resolve the error without additional cost to the sender or to the designated recipient; and

   refund to the sender any fees imposed and, to the extent not prohibited by law, taxes collected on the remittance transfer (12 CFR 1005.33(c)(2)(ii).

Designation of requested remedy. The provider may request that the sender indicate the preferred remedy when providing the notice of the error. If the provider does so, it should indicate that a resend remedy may be unavailable if the error occurred because the sender provided incorrect or insufficient information. If the sender does not indicate the desired remedy at the time of providing notice of error, the remittance transfer provider must notify the sender of any available remedies in the written explanation of findings (Comment 33(c)-3).

Default remedy (except where the sender provided incorrect or insufficient information). The provider may set a default remedy that the remittance transfer provider will use if the sender does not designate a remedy within a reasonable time after receiving the written explanation of findings. If a default remedy is provided, the remittance transfer provider must correct the error within one business day or as soon as reasonably practicable, after the reasonable time for the sender to designate the remedy has passed. For purposes of designating a remedy, 10 days is deemed a reasonable time (Comment 33(c)-4).

Amount appropriate to resolve the error. The amount appropriate to resolve the error is the specific amount of transferred funds that should have been received if the remittance transfer had taken place without error. It does not include consequential damages (Comment 33(c)-5).

Form of refund. Where a refund may be issued, a remittance transfer provider may generally, at its discretion, issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer (Comment 33(c)-6).

Remedies for incorrect amount paid. If an error relates to the payment of an incorrect amount, the sender may request a refund of the amount necessary to resolve the error or request that the remittance transfer provider make the amount necessary to resolve the error available to the designated recipient at no additional cost (Comment 33(c)-7).

Correction of an error if funds were not not available by disclosed date. If the remittance transfer provider determines an error related to failure to make funds available by the disclosed date occured, it must correct the error and refund any fees imposed by the provider or a third party involved in sending the transfer, such as an intermediary bank involved in sending a wire transfer or the institution from which the funds are picked up (unless the sender provided incorrect or insufficient information to the remittance transfer provider in connection with the remittance transfer) (Comment 33(c)-8).

Charges for error resolution. If an error occurred, whether as alleged or in a different amount or manner, the remittance transfer provider may not impose a charge related to any aspect of the error resolution process (including charges for documentation or investigation) (Comment 33(c)-9).

Correction without investigation. A remittance transfer provider may correct an error, without investigation, in the amount or manner alleged by the sender, or otherwise determined, to be in error, but must comply with all other applicable requirements (Comment 33(c)-10).

Procedures if Remittance Transfer Provider Determines No Error or Different Error Occurred—12 CFR 1005.33(d)

If the remittance transfer provider determines that no error occurred or that an error occurred in a manner or amount different from that described by the sender, its report of the results of the investigation must include a written explanation of the provider's findings and shall note the sender's right to request the documents on which it relied in making its determination. The explanation should also address the specific complaint of the sender. Upon the sender's request, the remittance transfer provider must also promptly provide copies of the documents on which it relied to make its error determination (12 CFR 1005.33(d)).

Error different from that alleged. If a remittance transfer provider determines that an error occurred

in a manner or amount different from that described by the sender, it must comply with the requirements of both 12 CFR 1005.33(c) (concerning the investigation) and (d) (procedures if remittance transfer provider determines no error or different error occurred), as applicable. The provider may give the notice of correction and the explanation separately or in a combined form (Comment 33(d)-1).

Reassertion of Error—12 CFR 1005.33(e)

A remittance transfer provider that has fully complied with the error resolution requirements of this section generally has no further responsibilities should the sender later reassert the same error, except in the case of an error asserted by the sender following receipt of additional information requested from the provider (12 CFR 1005.33(e)).

Withdrawal of error; right to reassert. The remittance transfer provider has no further error resolution responsibilities if the sender voluntarily withdraws the notice alleging an error. A sender who has withdrawn an allegation of error has the right to reassert the allegation unless the remittance transfer provider had already complied with all of the error resolution requirements before the allegation was withdrawn. The sender must do so, however, within the original 180-day period from the disclosed date of availability or, if applicable, the 60-day period for a notice of error based on documentation or clarification that the sender previously requested (Comment 33(e)-1).

Relation to Other Laws—12 CFR 1005.33(f)

Relation to Regulation E for incorrect EFTs from a sender's account (12 CFR 1005.11). If an alleged error involves an incorrect electronic fund transfer from a sender's account in connection with a remittance transfer, and the sender provides a notice of error to the account-holding institution, the requirements of 12 CFR 1005.11 governing error resolution apply if the account-holding institution is not also the remittance transfer provider. However, if the remittance transfer provider is also the account holding institution, then the error-resolution provisions of 12 CFR 1005.33 apply when the sender provides such notice of error (12 CFR 1005.33(f)(1)).

Concurrent error obligations. A remittance transfer provider that holds the sender's account may have error obligations under both 12 CFR 1005.11 and 1005.33, depending on the relationship with the sender and the nature of the error. For example, if a sender asserts an error under 12 CFR 1005.11 with a remittance transfer provider that holds the sender's account, and the error is not also an error under 12 CFR 1005.33 (such as the omission of an EFT on a periodic statement), then the error-resolution provisions of 12 CFR 1005.11 exclusively apply to the error. However, if a sender asserts an error under 12 CFR 1005.33 with a remittance transfer provider that holds the sender's account, and the error is also an error under 12 CFR 1005.11 (such as when the amount the sender requested to be deducted from the sender's account and sent for the remittance transfer differs from the amount that was actually deducted from the account and sent), then the error-resolution provisions of 12 CFR 1005.33 exclusively apply to the error (Comment 33(f)-1).

Relation to Truth in Lending Act and Regulation Z. If an alleged error involves an incorrect extension of credit in connection with a remittance transfer, an incorrect amount received by the designated recipient that is an extension of credit for property or services not delivered as agreed, or the failure to make funds available by the disclosed date of availability that is an extension of credit for property or services not delivered as agreed, and the sender provides a notice of error to the creditor extending the credit, the error resolution provisions of Regulation Z, 12 CFR 1026.13 apply to the creditor, rather than the requirements of 12 CFR 1005.33, even if the creditor is the remittance transfer provider. However, if the creditor is the remittance transfer provider, the error resolution requirements of 12 CFR 1005.33(b) will apply instead of 12 CFR 1026.13(b). If the sender instead provides a notice of error to the remittance transfer provider that is not also the creditor, then the error-resolution provisions of 12 CFR 1005.33 apply to the remittance transfer provider (12 CFR 1005.33 (f)(2)).

Unauthorized remittance transfers. If an alleged error involves an unauthorized electronic fund transfer for payment in connection with a remittance transfer, 12 CFR 1005.6 and 1005.11 apply with respect to the account-holding institution. If an alleged error involves an unauthorized use of a credit account for payment in connection with a remittance transfer, the provisions of Regulation Z, 12 CFR 1026.12(b), if applicable, and 12 CFR 1026.13, apply with respect to the creditor (12 CFR 1005.33(f)(3)).

Holder in due course. The error resolution provisions in subpart B do not affect a sender's rights to assert claims and defenses against a card issuer concerning property or services purchased with a credit card under Regulation Z, 12 CFR 1026.12(c)(1), as applicable (Comment 33(f)-2).

Assertion of the same error with multiple parties. If a sender receives credit to correct an error of an incorrect amount paid in connection with a remit-

tance transfer from either the remittance transfer provider or account-holding institution (or creditor), and subsequently asserts the same error with another party, that party has no further responsibilities to investigate the error if the error has been corrected. In addition, nothing prevents an account-holding institution or creditor from reversing amounts it has previously credited to correct an error if a sender receives more than one credit to correct the same error (Comment 33(f)-3).

Error Resolution Standards and Recordkeeping Requirements—12 CFR 1005.33(g)

Compliance program. A remittance transfer provider must develop and maintain written policies and procedures that are designed to ensure compliance with the error resolution requirements applicable to remittance transfers.

Policies and procedures must address the retention of records related to error investigations (12 CFR 1005.33(g)(1) and (2)).

Record retention requirements. Remittance transfer providers are subject to the record retention requirements under subpart A (12 CFR 1005.13 and Comment 33(g)-1). See also section XVIII below.

XIV. Procedures for Cancellation and Refund of Remittance Transfers—12 CFR 1005.34

Sender's right of cancellation and refund

Except for certain remittance transfers scheduled in advance subject to 12 CFR 1005.36(c), a remittance transfer provider generally must comply with any oral or written request to cancel a remittance transfer from the sender that is received by the provider no later than 30 minutes after the sender makes payment in connection with the remittance transfer if

a. the request to cancel enables the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and

b. the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient (12 CFR 1005.34(a)).

Content of cancellation request. A request to cancel a remittance transfer is valid so long as the remittance transfer provider is able to identify the remittance transfer in question (Comment 34(a)-1).

Notice of cancellation right. A remittance transfer provider is required to include an abbreviated notice of the sender's right to cancel a remittance transfer on the receipt or combined disclosure provided to the sender. In addition, the remittance transfer provider must make available to a sender upon request, a notice providing a full description of the right to cancel a remittance transfer (Comment 34(a)-2). See also Model Form 36 in Appendix A.

Thirty-minute cancellation right. Except for certain remittance transfers scheduled in advance subject to 12 CFR 1005.36(c), a remittance transfer provider must comply with the cancellation and refund requirements if the cancellation request is received no later than 30 minutes after the sender makes payment (Comment 34(a)-3).

Cancellation request provided to agent. A cancellation request provided by a sender to an agent of the remittance transfer provider is deemed to be received by the provider when received by the agent (Comment 34(a)-4).

Time limits and refund requirements. If a sender provides a timely request to cancel a remittance transfer, a remittance transfer provider must, within three business days of receiving the request, refund all funds provided by the sender in connection with the remittance transfer, including any fees and, to the extent not prohibited by law, taxes that have been imposed for the transfer, whether the fee or tax was assessed by the provider or a third party, such as an intermediary institution, the agent or bank in the recipient country, or a state or other governmental body (12 CFR 1005.34(b) and Comment 34(b)-2).

Form of refund. A remittance transfer provider generally may issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer (Comment 34(b)-1).

XV. Acts of Agents—12 CFR 1005.35

A remittance transfer provider is strictly liable for a violation by an agent, when such agent acts on its behalf. Remittance transfer providers must comply with the requirements of subpart B, even if an agent or other person performs functions for the remittance transfer provider and regardless of whether the provider has an agreement with a third party that transfers or otherwise makes funds available to a designated recipient (12 CFR 1005.35 and Comment 35-1).

Agencies responsible for enforcing the requirements of EFTA section 919 and subpart B of Regulation E may consider, in any action or other proceeding against a remittance transfer provider, the extent to which the provider had established and maintained policies or procedures for compli-

ance, including policies, procedures, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider (EFTA section 919(f)(2)).

XVI. Transfers Scheduled before the Date of Transfer—12 CFR 1005.36

Applicability of subpart B. The requirements set forth in subpart B apply to remittance transfers scheduled before the transfer date, unless modified by 12 CFR 1005.36. For example, the foreign language disclosure requirements apply to disclosures provided in connection with transfers scheduled in advance (Comment 36-1).

Timing—12 CFR 1005.36(a)

For one-time transfers scheduled five or more business days in advance or for the first in a series of transfers authorized in advance to recur at substantially regular intervals (preauthorized remittance transfers), the remittance transfer provider must provide either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment. If any of the disclosures provided contain estimates, the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided.

Subsequent preauthorized remittance transfers. For each subsequent preauthorized remittance transfer, the provider must provide an updated receipt if any of the information (other than temporal disclosures) on the most recent receipt is no longer accurate for reasons other than as permitted in the estimates provisions of 12 CFR 1005.32. The receipt must clearly and conspicuously indicate that it contains updated disclosures and must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. If the disclosure is mailed no later than 10 business days or delivered by hand or electronically no later than 5 business days before the scheduled date of the transfer, the provider is deemed to have provided the disclosure within a reasonable time (12 CFR 1005.36(a)(2)(i) and Comments 36(a)(2)-1, -2, and -3).

For each subsequent preauthorized transfer, the remittance transfer provider must mail or deliver to the sender a receipt no later than one business day after the date of the transfer. This is not required in situations where an updated receipt that contained no estimates was provided prior to the scheduled date of the next subsequent preauthorized remittance transfer. If the remittance transfer involves the transfer of funds from the sender's account held by the provider, the receipt may be provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided (12 CFR 1005.36(a)(2)(ii)).

Accuracy—12 CFR 1005.36(b)

For a one-time transfer scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, disclosures provided must be accurate when a sender makes payment except to the extent estimates are permitted. Unless estimates are permitted, for each subsequent preauthorized remittance transfer, the most recent receipt provided must generally be accurate as of when such transfer is made except to the extent estimates are permitted. Temporal elements in the disclosures like the date of availability and the transfer date must only be accurate if the transfer is the first transfer after the disclosure was provided (12 CFR 1005.36(b)).

Cancellation—12 CFR 1005.36(c)

Cancellation of transfers scheduled at least three days in advance. A remittance transfer provider must comply with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer if the request to cancel

a. enables the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled, and

b. is received by the provider at least three business days before the scheduled date of the remittance transfer (12 CFR 1005.36(c)).

The right of cancellation applies when a remittance transfer is scheduled by the sender at least three business days before the date of the transfer, regardless of whether the sender schedules a preauthorized remittance transfer or a one-time transfer. For transfers scheduled less than three business days before the date of transfer the 30 minute cancellation deadline in 12 CFR 1005.34 applies (Comment 36(c)-1).

Cancelled preauthorized remittance transfers. For preauthorized remittance transfers, the provider must assume the request to cancel applies to all future preauthorized remittance transfers, unless the sender specifically indicates that it should apply only to the next scheduled transfer (Comment 36(c)-2).

Concurrent cancellation obligations. A financial institution that is also a remittance transfer provider may have both stop payment obligations under 12 CFR 1005.10 and cancellation obligations under 12 CFR 1005.36. If a sender cancels a remittance transfer under 12 CFR 1005.36 with a remittance transfer provider that holds the sender's account, and the transfer is a preauthorized transfer, 12 CFR 1005.36 applies exclusively (Comment 36(c)-3).

Additional Requirements for Subsequent Preauthorized Remittance Transfers—12 CFR 1005.36(d)

Disclosure requirement. For any subsequent transfer in a series of preauthorized remittance transfers, the remittance transfer provider must disclose

a. the date of the subsequent transfer using the term "Future Transfer Date" or a substantially similar term,

b. a statement of the sender's cancellation rights, and

c. the name, telephone number(s), and website of the remittance transfer provider (12 CFR 1005.36(d)(1)).

The disclosures must be provided no more than 12 months, and no less than 5 business days prior to, the date of the subsequent preauthorized remittance transfer. For any subsequent preauthorized remittance transfer for which the date of transfer is 4 or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series (12 CFR 1005.36(d)(2)).

A remittance transfer provider has some flexibility in determining how and when the disclosures required by 12 CFR 1005.36(d)(1) may be provided to senders. They may be provided as a separate disclosure, or on or with any other disclosure required by subpart B related to the same series of preauthorized remittance transfers, provided that the disclosure and timing requirements in 12 CFR 1005.36(d)(2) and other applicable provisions in subpart B are satisfied (Comment 36(d)-1).

If any of the information provided in these disclosures change, the provider must provide an updated disclosure with the revised information that is accurate as of when the transfer is made (12 CFR 1005.36(d)(1) and (4) and Comments 36(d)-2, -3 and -4).

For any subsequent preauthorized remittance transfer, the future date of transfer must be provided on any receipt provided for the initial transfer in that series of preauthorized remittance transfers. If the provider discloses the dates of subsequent preauthorized remittance transfers and the applicable cancellation period on either the receipt provided when payment is made or on a second receipt, the disclosure must be phrased and formatted in such a way that it is clear to the sender which cancellation period is applicable to any date of transfer on the receipt (Comments 31(b)(2)-4 and -5).

THE FOLLOWING SECTIONS ARE APPLICABLE TO BOTH SUBPART A AND SUBPART B.

XVII. Preemption

The EFTA and Regulation E preempt inconsistent state laws but only to the extent of the inconsistency. The CFPB is given the authority to determine whether or not a state law is inconsistent. An entity, state, or other interested party may request the CFPB to make such a determination. A state law will not be deemed inconsistent if it is more protective of the consumer than the EFTA or Regulation E. Upon application, the CFPB has the authority to exempt any state from the requirements of the EFTA or the regulation for any class of EFTs within a state, with the exception of the civil liability provision (EFTA section 922 and 12 CFR 1005.12(b) and (c)).

XVIII. Administrative Enforcement and Record Retention—12 CFR 1005.13

Section 918 of the EFTA sets forth the federal agencies responsible for enforcing compliance with the provisions of the law and its implementing regulation.

Record retention. Any person subject to the EFTA and Regulation E must maintain evidence of compliance with the EFTA and Regulation E for at least two years from the date the disclosures are required to be made or action is required to be taken. The agency supervising the person may extend this period. The period may also be extended if the person is subject to an action filed under Sections 910, 915, or 916(a) of the EFTA, which generally apply to the person's liability under the EFTA and Regulation E. Persons subject to the EFTA who have actual notice that they are being investigated or subject to an enforcement proceeding must retain records until disposition of the proceeding (12 CFR 1005.13 and 1005.33(g)).

Records may be stored on microfiche, microfilm, magnetic tape, or in any other manner capable of accurately retaining and reproducing the information.

XIX. Miscellaneous

The EFTA contains several additional provisions that are not directly reflected in the language of Regulation E. Most significantly, 15 U.S.C. 1693l provides that the consumer may not waive by agreement any right conferred, or cause of action created, by the EFTA. However, the consumer and another person may provide by agreement greater consumer protections or additional rights or remedies than those provided by the EFTA. In addition, the consumer may sign a waiver in settlement of a dispute.

If a third-party payee has agreed to accept payment by EFT, the consumer's obligation to pay is suspended during any period in which a system malfunction prevents an EFT from occurring (15 U.S.C. 1693j). However, the payee may avoid that suspension by making a written request for payment by means other than EFT.

Failure to comply with the requirements of the EFTA can result in civil and criminal liability, as outlined in 15 U.S.C. 1693m and 15 U.S.C. 1693n. Financial institutions may also be liable for damages under 15 U.S.C. 1693h due to failure to complete an EFT or failure to stop a preauthorized transfer when instructed to do so.

Appendix A—Model Disclosure Clauses and Forms—12 CFR 1005

Appendix A of Regulation E contains model clauses and forms that entities may use to comply with the requirement disclosure requirements of Regulation E. Use of the model forms is optional and an entity may make certain changes to the language or format of the model forms without losing the protection from civil and criminal liability under Sections 915 and 916 of the EFTA. The model forms are

For subpart A:

A-1 Model Clauses for Unsolicited Issuance (12 CFR 1005.5(b)(2))

A-2 Model Clauses for Initial Disclosures (12 CFR 1005.7(b))

A-3 Model Forms for Error Resolution Notice (12 CFR 1005.7(b)(10) and 1005.8(b))

A-4 Model Form for Service-Providing Institutions (12 CFR 1005.14(b)(1)(ii))

A-5 Model Forms for Government Agencies (12 CFR 1005.15(d)(1) and(2))

A-6 Model Clauses for Authorizing One-Time Electronic Fund Transfers Using Information from a Check (12 CFR 1005.3(b)(2))

A-7 Model Clauses for Financial Institutions Offering Payroll Card Accounts (12 CFR 1005.18 (c))

A-8 Model Clause for Electronic Collection of Returned Item Fees (12 CFR 1005.3(b)(3))

A-9 Model Consent Form for Overdraft Services (12 CFR 1005.17)

For subpart B:

A-30(a) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer where non-covered third-party fees and foreign taxes may apply (12 CFR 1005.31 (b)(1))

A-30(b) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimate for non-covered third-party fees (12 CFR 1005.31(b)(1) and 12 CFR 1005.32(b)(3))

A-30(c) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimate for foreign taxes (12 CFR 1005.31(b)(1) and 12 CFR 1005.32(b)(3))

A-30(d) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimates for non-covered third-party fees and foreign taxes (12 CFR 1005.31 (b)(1) and 12 CFR 1005.32(b)(3))

A-31 Model Form for Receipts for Remittance Transfers Exchanged into Local Currency (12 CFR 1005.31(b)(2))

A-32 Model Form for Combined Disclosures for Remittance Transfers Exchanged into Local Currency (12 CFR 1005.31(b)(3))

A-33 Model Form for Prepayment Disclosures for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(1))

A-34 Model Form for Receipts for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(2))

A-35 Model Form for Combined Disclosures for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(3))

A-36 Model Form for Error Resolution and Cancellation Disclosures (Long) (12 CFR 1005.31(b) (4))

A-37 Model Form for Error Resolution and Cancellation Disclosures (Short) (12 CFR 1005.31(b) (2)(iv) and (b)(2)(vi))

A-38 Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(1))

A-39 Model Form for Receipts for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(2))

A-40 Model Form for Combined Disclosures for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(3))

A-41 Model Form for Error Resolution and Cancellation Disclosures (Long)—Spanish (12 CFR 1005.31(b)(4))

References

Laws

15 U.S.C. 1693 et seq., Electronic Fund Transfer Act

15 U.S.C. 7001 et seq., Electronic Signatures in Global and National Commerce

Regulations

Consumer Financial Protection Bureau Regulations (12 CFR)

Part 1005 Electronic Fund Transfers (Regulation E)

Electronic Fund Transfer Act
Examination Procedures

These examination procedures are divided into three sections:

- Section I covers management and policy related procedures for both financial institutions and other entities that may be remittance transfer providers (referred to herein as "entity").
- Section II covers electronic fund transfers conducted by financial institutions.
- Section III applies to remittance transfer providers (including financial institutions).

Each examination should be risk-based and may not require an examiner to complete all three sections. In addition, each agency may have its own supervisory strategy that will dictate which sections of these examination procedures are required to be completed.

EXAMINATION OBJECTIVES

In general, a Regulation E examination is conducted to

A. determine the entity's compliance with Regulation E

B. assess the quality of the entity's compliance risk management systems and its policies and procedures for implementing Regulation E

C. determine the level of reliance that can be placed on the entity's internal controls and procedures for monitoring the entity's compliance with Regulation E

D. as appropriate, direct corrective action when violations of law are identified or when the entity's policies or internal controls are deficient

EXAMINATION PROCEDURES

Section I—Management and policy-related examination procedures

1. Through a review of all available information (e.g., board minutes, management reports, monitoring reports, etc.) and discussions with management, determine that the board and management have set clear expectations about compliance with Regulation E, not only within the entity but also concerning key business partners, including agents, correspondent banks, and software providers, to the extent relevant.
2. Through a review of all available information (e.g., written policies and procedures, management's self-assessments, customer complaints, prior examination reports) and any compliance audit material, including work papers and reports, determine whether
   a. there are any weaknesses or other risks in the business model
   b. the scope of the audit addresses all provisions of Regulation E as applicable
   c. the scope of the audit addresses all key business processes and functions, including those carried out by third-party service providers or key business partners, as appropriate
   d. management has taken corrective actions to follow up on previously identified deficiencies
   e. as applicable, testing includes risk-based samples covering product types and decision centers
   f. there is an audit trail that supports the findings and conclusions of the work performed
   g. significant deficiencies and their causes are included in reports to management and/or to the board of directors or principal(s)
   h. the frequency of review is appropriate
3. Through discussions with management and review of available information, determine whether the entity's internal controls are adequate to ensure compliance with respect to the Regulation E area under review. Consider among other things
   a. organizational charts;
   b. process flowcharts;
   c. policies and procedures;
   d. account (if applicable) and transaction documentation;
   e. checklists; and
   f. computer program documentation.
4. Through a review of the entity's training materials and discussions with management, determine whether:
   a. the entity provides appropriate training to employees and other persons responsible for Regulation E compliance and operational procedures
   b. the training is comprehensive and covers the

sections of Regulation E that apply to the individual entity's product offerings and operations including, to the extent appropriate, those functions carried out by third-party service providers or other business partners, such as agents and correspondent banks

Section II—Subpart A

Based on the materials reviewed within Section I, and as applicable, complete Section II to determine the financial institution's compliance with Regulation E.

Transaction-related examination procedures

Conduct transaction testing, using the following examination procedures:

1. Obtain and review copies of the following:
   a. disclosure forms;
   b. advertising and scripts for overdraft opt-ins;
   c. account agreements;
   d. procedural manuals and written policies;
   e. merchant agreements;
   f. automated teller machine receipts and periodic statements;
   g. error resolution statements/files;
   h. form letters used in case of errors or questions concerning an account;
   i. any agreements with third parties allocating compliance responsibilities; and
   j. consumer complaint files.

Policies and procedures

2. Determine the extent and adequacy of the financial institution's policies, procedures, and practices for ensuring compliance with the regulation. In particular, verify that
   a. access devices are issued in compliance with the regulation (12 CFR 1005.5(b))
   b. required disclosures are given at time the account is opened or prior to the first electronic funds transfer ("EFT") (12 CFR 1005.4 and 1005.7(c))
   c. unauthorized transfer claims are processed in compliance with the regulation (12 CFR 1005.6 and 1005.11)
   d. liability for unauthorized transfer claims is assessed in compliance with the regulation (12 CFR 1005.6)
   e. negligence is not a factor in determining customer liability. The deposit agreement may not impose greater liability than Regulation E provides but may provide for less consumer liability (12 CFR 1005.6).
   f. preauthorized debits and credits comply with the regulation (12 CFR 1005.10)

Disclosures, notices, receipts, periodic statements, and preauthorized transfers

3. If the financial institution has changed the terms or conditions of initial disclosures for EFT services since the last examination that required a written notice to the customer, determine that the institution provided the proper notice in a timely manner (12 CFR 1005.8(a)).
4. Review a sample of periodic statements for each type of account in which electronic fund transfers occur to determine that they contain sufficient information for the consumer to identify transactions adequately and that they otherwise comply with regulatory requirements (12 CFR 1005.9).
5. Verify that the financial institution does not require compulsory use of EFTs, except as authorized (12 CFR 1005.10(e)).
6. For unauthorized transfers, lost or stolen ATM cards, and EFT consumer complaints, and their respective periodic statements, determine whether:
   a. the financial institution is incompliance with its error resolution procedures to isolate any apparent deficiencies in the financial institution's operations to ensure that the institution follows its policies for unauthorized transfers (12 CFR 1005.6 and 1005.11)
   b. the financial institution investigates alleged errors and notifies consumers of the results within allotted time frames and, when appropriate, provisionally re-credits the account (12 CFR 1005.11(c))
   c. the financial institution follows regulatory procedures after it completes its investigation and determines either that an error occurred (12 CFR 1005.11(c)(1)) or that no error occurred (12 CFR 1005.11(d))
7. Review ATM and point-of-sale transfer receipts to determine whether they provide a clear description of the transaction (12 CFR 1005.9 (a)).
8. Determine that the financial institution is maintaining records of compliance for a period of not less than two years from the date disclosures are required to be made or action is

required to be taken (12 CFR 1005.13(b)).

Payroll cards and ATMs

9. If the financial institution maintains payroll card accounts and does not provide periodic statements under 12 CFR 1005.9(b) for these accounts, verify that the institution makes available the account balance by telephone, an electronic history of account transactions, and (upon request) a written history of account transactions (12 CFR 1005.18(b)).
10. If the financial institution maintains payroll card accounts, verify that the financial institution complies with the modified requirements with respect to the required initial disclosures, error resolution notices, limitations on liability, and error resolution procedures (12 CFR 1005.18 (c)).
11. If the financial institution operates one or more ATMs for which it charges a fee for use, determine that the financial institution provides notice of the fee and the amount of the fee on the screen of the ATM or on paper before the consumer is committed to paying the fee (12 CFR 1005.16).

Overdrafts

12. Determine that the financial institution holding a consumer's account does not assess a fee or charge on a consumer's account for paying an ATM or one-time debit card transaction pursuant to the institution's overdraft service,[19] unless the institution (12 CFR 1005.17(b)(1))
    a. provides the consumer with a notice in writing (or if the consumer agrees, electronically), that is segregated from all other information and describes the institution's overdraft service;
    b. provides a reasonable opportunity for the consumer to affirmatively consent, or opt in, to the service for ATM and one-time debit card transactions;
    c. obtains the consumer's affirmative consent, or opt-in, to the institution's payment of ATM or one-time debit card transactions; and
    d. provides the consumer with confirmation of the consumer's consent in writing (or if the consumer agrees, electronically), which includes a statement informing the consumer of the right to revoke such consent.

NOTE: An institution does not have to meet the notice requirements described above if it has a policy and practice of declining to authorize and pay any ATM or one-time debit card transactions when it has a reasonable belief at the time of the authorization request that the consumer does not have sufficient funds available to cover the transaction. However, it is still prohibited from charging fees for paying an ATM or one-time debit transaction overdraft (12 CFR 1005, and Comment 1005.17 (b)-1(iv)).

13. Determine that in assessing overdraft fees for consumers who have not opted in, the institution charges fees only for negative balances, daily, or sustained overdraft, or similar fees, when the negative balance is attributable in whole or in part to checks, automated clearing house (ACH) or other transactions not subject to the fee prohibition, and that the fee is assessed based on the date when the check is paid into overdraft, not the date of the ATM or one-time debit transaction (Comment 1005.17 (b)-9).
14. Determine that the financial institution does not (12 CFR 1005.17(b)(2))
    a. condition the payment of any overdrafts for checks, ACH transactions, and other types of transactions on the consumer affirmatively consenting to the institution's payment of ATM and one-time debit card transactions pursuant to the institution's overdraft service; or
    b. decline to pay checks, ACH transactions, and other types of transactions that overdraw the consumer's account because the consumer has not affirmatively consented to the institution's overdraft service for ATM and one-time debit card transactions.
15. Determine that the financial institution provides to consumers who do not affirmatively consent to the institution's overdraft service for ATM and one-time debit card transactions the same account terms, conditions, and features that it provides to consumers who affirmatively consent, except for the overdraft service for ATM and one-time debit card transactions (12 CFR 1005.17(b)(3)).
16. Ensure that the notice required by 12 CFR 1005.17(b)(1)(i) is substantially similar to Model Form A-9 (Model Consent Form for Overdraft Services), includes all applicable items in the following list, and does not contain any additional information (12 CFR 1005.17(d) and Comments 1005.17(d)-1 through 1005.17(d)-5):
    a. *Overdraft service.* A brief description of the

19. The term "overdraft service" means a service under which a financial institution assesses a fee or charge on a consumer's account held by the financial institution for paying a transaction (including a check or other item) when the consumer has insufficient or unavailable funds in the account (12 CFR 1005.17 (a)). "Overdraft service" does not include a service that transfers funds from another account held by a consumer or a line of credit.

financial institution's overdraft service and the types of transactions for which a fee or charge for paying an overdraft may be imposed, including ATM and one-time debit card transactions.

b. *Fees imposed.* The dollar amount of any fees or charges assessed by the financial institution for paying an ATM or one-time debit card transaction pursuant to the institution's overdraft service, including any daily or other overdraft fees. If the amount of the fee is determined on the basis of the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the institution must disclose the maximum fee that may be imposed.

c. *Limits on fees charged.* The maximum number of overdraft fees or charges that may be assessed per day, or, if applicable, that there is no limit.

d. *Disclosure of opt-in right.* An explanation of the consumer's right to affirmatively consent to the financial institution's payment of overdrafts for ATM and one-time debit card transactions pursuant to the financial institution's overdraft service, including the methods by which the consumer may consent to the service; and

e. *Alternative plans for covering overdrafts.* If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, the institution must state in its opt-in notice that both alternative plans are offered. If the institution offers one, but not the other, it must state in its opt-in notice the alternative plan that it offers. If the institution does not offer either plan, it should omit the reference to the alternative plans. If the financial institution offers additional alternatives for paying overdrafts, it may (but is not required to) disclose those alternatives.

NOTE: Permitted modifications and additional content. If applicable, the institution may modify the content required by 12 CFR 1005.17(d) to indicate that the consumer has the right to opt into, or opt out of, the payment of overdrafts under the institution's overdraft service for other types of transactions, such as checks, ACH transactions, or automatic bill payments; to provide a means for the consumer to exercise this choice; and to disclose the associated returned-item fee and that additional merchant fees may apply. The institution may also disclose the consumer's right to revoke consent. The response portion of Model Form A-9 may be tailored to the methods offered for opting in and may include reasonable methods to identify the account, such as a bar code.

17. Determine that, when two or more consumers jointly hold an account, the financial institution treats the affirmative consent of any of the joint consumers as affirmative consent for that account and treats a revocation of affirmative consent by any of the joint consumers as revocation of consent for that account (12 CFR 1005.17(e)).

18. Ensure that a consumer may affirmatively consent to the financial institution's overdraft service at any time in the manner described in the institution's (12 CFR 1005.17(b)(1)(i)) notice, and that a consumer may also revoke consent at any time in the manner made available to the consumer for providing consent (12 CFR 1005.17(f)).

19. Determine that the financial institution implements a consumer's revocation of consent as soon as reasonably practicable (12 CFR 1005 (17)(f)).

20. Determine that a consumer's affirmative consent to the institution's overdraft service is effective until revoked by the consumer or until the financial institution terminates the service (12 CFR 1005.17(g)).

21. Determine that the financial institution's overdraft protection program incorporates your agency's guidance as applicable.

Gift card disclosures

22. Determine that the disclosures required by the sections listed below are made on the certificate or card, or in the case of a loyalty, award, or promotional gift card, on the card, code, or other device:

    a. 12 CFR 1005.20(a)(4)(iii) (loyalty, award, or promotional gift card);

    b. 12 CFR 1005.20(d)(2) (dormancy, inactivity, or service fees);

    c. 12 CFR 1005.20(e)(3) (expiration date or phone and web regarding replacement); and

    d. 12 CFR 1005.20(f)(2) (phone and web regarding fees).

NOTE: A disclosure made in an accompanying terms and conditions document, on packaging surrounding a certificate or card, or on a sticker or other label affixed to the certificate or card does not constitute a disclosure on the certificate or card.

If the certificate or card is electronic, determine

that disclosures are provided electronically on the certificate or card provided to the consumer.

If an issuer provides a code or confirmation to a consumer orally, determine that the issuer provides to the consumer a written or electronic copy of the code or confirmation promptly and the applicable disclosures are provided on the written copy of the code or confirmation (12 CFR 1005.20(c)(4)).

23. Determine that the following are stated, as applicable, clearly and conspicuously on the gift certificate, store gift card, or general-use prepaid card:
    a. the amount of any dormancy, inactivity, or service fee that may be charged;
    b. how often such fee may be assessed; and
    c. that such fee may be assessed for inactivity (12 CFR 1005.20(d)(2)).
24. Determine that the following disclosures and information are provided in connection with a gift certificate, store gift card, or general-use prepaid card as applicable. For each type of fee that may be imposed in connection with the certificate or card (other than a dormancy, inactivity, or service fee, which are discussed above) the following information must be provided on or with the certificate or card:
    a. the type of fee;
    b. the amount of the fee (or an explanation of how the fee will be determined);
    c. the conditions under which the fee may be imposed; and
    d. a toll free number, and if one is maintained, a website that a consumer may use to obtain information about the fees described in paragraphs 12 CFR 1005.20(d)(2) and 12 CFR 1005.20(f)(1) (described immediately above) of this section must be disclosed on the certificate or card (12 CFR 1005.20(f)).
25. If an expiration date applies to a certificate or card, determine that the following disclosures are provided on the certificate or card, as applicable:
    a. the expiration date for the underlying funds or, if the underlying funds do not expire, that fact;
    b. a toll-free telephone number and, if one is maintained, a website that a consumer may use to obtain a replacement certificate or card after the certificate or card expires if the underlying funds may be available; and
    c. except where a non-reloadable certificate or card bears an expiration date that is at least seven years from the date of manufacture, a statement, disclosed with equal prominence and in close proximity to the certificate or card expiration date, that:
        i. the certificate or card expires, but the underlying funds either do not expire or expire later than the certificate or card, and
        ii. the consumer may contact the issuer for a replacement card (12 CFR 1005.20 (e)(3)).
26. Determine that a loyalty, award, or promotional gift card sold or issued by the examined institution sets forth the following disclosures, as applicable: (12 CFR 1005.20(a)(4)(iii))
    a. a statement on the front of the card, code, or other device, indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes;
    b. the expiration date for the underlying funds on the front of the card, code, or other device;
    c. the amount of any fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be imposed. This disclosure must be provided on or with the card, code, or other device; and
    d. a toll-free telephone number and, if one is maintained, a website that a consumer may use to obtain fee information on the card, code, or other device.
27. Determine that a person (examined institution) that issues or sells a gift certificate, store gift card, or general-use prepaid card discloses to the consumer, prior to purchase, the information required by 12 CFR 1005.20(d)(2) (dormancy, inactivity, or service fees), 12 CFR 1005.20(e)(3) (expiration date or phone and web regarding replacement), and 12 CFR 1005.20(f)(1) (other fees). (12 CFR 1005.20(c)(3))
28. Determine that the fees, terms, and conditions of expiration that are required to be disclosed prior to purchase are not changed after purchase. (12 CFR 1005.20(c)(3))
29. Determine that no person (examined institution) imposes a dormancy, inactivity, or service fee with respect to a gift certificate, store gift card, or general-use prepaid card, unless (12 CFR 1005.20(d))
    a. there has been no activity with respect to the certificate or card, in the one year period ending on the date on which the fee is imposed;
    b. required disclosures are provided; and

c. not more than one dormancy, inactivity, or service fee is imposed in any given calendar month.

30. Determine that the person (examined institution) does not sell or issue a gift certificate, store gift card, or general-use prepaid card with an expiration date unless (12 CFR 1005.20 (e))
    a. required expiration date disclosures are provided on the certificate or card, as applicable;
    b. it has established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card with at least five years remaining until the certificate or card expiration date;
    c. the expiration date for the underlying funds is at least the later of
        i. five years after the date the gift certificate was initially issued, or the date on which funds were last loaded to a store gift card or general-use prepaid card; or
        ii. the certificate or card expiration date, if any; and
    d. no fee or charge is imposed on the cardholder for replacing the gift certificate, store gift card, or general-use prepaid card or for providing the certificate or card holder with the remaining balance in some other manner prior to the funds expiration date, unless such certificate or card has been lost or stolen.

Section III—Subpart B: Requirements for remittance transfers

If an entity provides remittance transfers in its "normal course of business," it is a remittance transfer provider subject to the rule and should be examined based on the following procedures.[20]

Transaction-related examination procedures

As applicable, conduct transaction testing using the following examination procedures.

Obtain and review all available information as it relates to the provider's remittance program.

Examples of this include but are not limited to:

a. list of divisions or departments involved in offering or providing remittance transfers (e.g. retail, high net worth, prepaid cards, bill payment, online or mobile banking, foreign exchange and/or treasury departments);
b. remittance transfer products offered;
c. disclosure forms in all languages (as applicable);
d. list of foreign countries to which the provider sends remittance transfers;
e. list of all foreign currencies in which remittance transfers sent by the provider may be received where there are limitations on such currencies, and identification of the currencies in which the provider controls the exchange rate;
f. list of all third-party service providers or business partners involved in remittance transfers, including correspondent banks, payment networks, payment processors, software providers, foreign currency providers, agents in the United States or abroad, or similar entities;
g. locations of U.S. and foreign agents;
h. applicable documentation related to remittance transfer operations (e.g., transaction logs, agent/correspondent agreements, advertising and marketing material including any done in foreign languages, and documentation regarding calculation or estimates of fees, taxes, exchange rates, and dates included on disclosures);
i. procedural manuals and written policies;
j. error resolution files;
k. form letters used in case of errors or questions concerning a remittance transfer (including any provided in foreign languages);
l. any agreements with third parties allocating compliance responsibilities; and
m. consumer complaint files.

General form of disclosures—12 CFR 1005.31

1. Obtain and review a sample of the provider's disclosure forms for the provider's various remittance transfer products. Include disclosures as provided for various products and through various channels (e.g., in-person, through a website, by telephone, through a mobile phone application, text message). From your review, verify that:
    a. disclosures are in the appropriate form and

20. Subpart B does provide for a 100-transfer "safe harbor." For an entity to qualify for this "safe harbor," it must have provided 100 or fewer remittance transfers in the current calendar year and the previous calendar year. If an entity crosses the 100-transfer threshold either in the previous calendar year or the current calendar year, it is deemed to be providing remittance transfers in its "normal course of business" and it must begin complying with the rule within a reasonable period of time (not to exceed six months) unless, under the facts and circumstances, it would not be deemed a provider.

are clear and conspicuous;

b. written and electronic disclosures are in a retainable form (except where expressly permitted not to be retainable);

c. the provider's policy for providing oral disclosures is appropriate for the related transactions;

d. copies of scripts used for oral disclosures comply with the regulation;

e. disclosures comply with the format requirements regarding grouping of like items, proximity, prominence and size, and segregation from other information; and

f. disclosure of amounts required to be disclosed under 12 CFR 1005.31(b) (1), (2), and (3), use the appropriate terms (e.g., transfer amount, transfer taxes, currency) or substantially similar terms.

2. If applicable, determine whether the provider complies with the foreign language disclosure requirements as outlined under 12 CFR 1005.31(g).

Prepayment disclosures—12 CFR 1005.31(b)(1)

3. Based on a review of the provider's policies and if appropriate, sampled transactions, determine that it appropriately categorizes third-party fees as covered or non-covered.

4. Based on a review of the provider's policies on prepayment disclosures and if appropriate, sampled prepayment disclosures and related documentation, determine whether the provider appropriately calculates and discloses

   a. in the currency in which the remittance transfer is funded:

      i. the amount that will be transferred to the designated recipient, using the term "Transfer Amount" or a substantially similar term;

      ii. fees imposed and taxes collected on the remittance transfer by the provider, using the terms "Transfer Fees" and "Transfer Taxes" or substantially similar terms; and

      iii. the total amount of the transaction using the term "Total" or a substantially similar term;

   b. the exchange rate used by the provider for the remittance transfer using the term "Exchange Rate" or a substantially similar term;

   c. in the currency in which the funds will be received by the designated recipient:

      i. the transfer amount in the currency but only if covered third-party fees are imposed using the term "Transfer Amount" or a substantially similar term;

      ii. any covered third-party fees imposed on the remittance transfer using the term, "Other Fees" or a substantially similar term;

      iii. the amount that will be received by the designated recipient (total amount of the transaction minus covered third-party fees) using the term "Total to Recipient" or a substantially similar term; and

      iv. if applicable, a statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply to the remittance transfer and result in the designated recipient receiving less than the amount disclosed.

   d. If the provider includes in the statement under (c)(iii) above, the optional estimated disclosure of applicable non-covered third-party fees or taxes, determine if the estimates are based on reasonable sources.

NOTE: The exchange rate used to calculate the amounts under (c) is prior to any rounding.

Receipt disclosures—12 CFR 1005.31(b)(2)

5. Review policies on receipt disclosures, sample receipts, and related documentation to determine whether the provider appropriately calculates and discloses:

   a. information disclosed in the prepayment disclosure;

   b. the date in the foreign country on which funds will be available to the designated recipient, using the term "Date Available" or a substantially similar term;

   c. the name and, if provided by the sender, the telephone number and/or address of the designated recipient, using the term "Recipient" or a substantially similar term;

   d. a statement about the rights of the sender regarding the resolution of errors and cancellation;

   e. the name, telephone number(s), and website of the remittance transfer provider; and

   f. a statement that the sender can contact the Consumer Financial Protection Bureau

(CFPB) and if applicable, the state agency that licenses or charters the remittance transfer provider with respect to the remittance transfer and for questions or complaints about the remittance transfer provider, as well as their telephone number(s) and website addresses.

NOTE: For any remittance transfer scheduled by the sender at least three business days before the date of the transfer, the statement about the rights of the sender regarding cancellation must state that the sender must request the cancellation, at least three business days before the next scheduled transfer. The statement must also note that the request must enable the provider to identify the sender's contact information and the particular transfer to be cancelled.

Combined disclosures—12 CFR 1005.31(b)(3)

NOTE: Complete this section only if the provider provides combined disclosures as an alternative to the prepayment and receipt disclosures.

6. Review policies on combined disclosures, sample disclosures and related documentation to
   a. determine that they contain all the information required for the prepayment disclosure and receipt disclosure as described above;
   b. determine that the provider provides a proof of payment after payment is made for each transaction; and
   c. determine that the proof of payment is clear and conspicuous, provided in writing or electronically, and provided in a retainable form.

Accuracy and timing—12 CFR 1005.31(e) and (f)

7. Review, as appropriate, all available information including transactions or investigation/trace logs/records or similar documents to verify (subject to the disclaimer statement with respect to non-covered third-party fees and third-party taxes) the accuracy of disclosures provided to consumers.
   a. In instances in which prepayment disclosures and receipts are provided that do not contain estimates, confirm with respect to any transaction for which payment was made, that the information on the most recent prepayment disclosure for that transaction and the information on the receipt for that transaction are the same.
   b. For amounts that are not estimates, confirm that the disclosed amounts were accurate at the time that payment was made.
   c. For amounts that are estimates, determine whether the estimates were calculated correctly, in accordance with the applicable bases outlined in 12 CFR 1005.32.
   d. In the case of estimates pursuant to 1005.32 (a), (b)(1), and (b)(2) that are based on an approach that is not one of the listed bases in 1005.32(c), determine that the recipient received the same, or greater, amount of funds than what was disclosed.
8. Review processes and procedures or records, as appropriate, to determine whether the required disclosures are provided in accordance with the timing requirements in 12 CFR 1005.31(e).
   a. Determine whether prepayment disclosures are provided when the sender requests the remittance transfer, but prior to payment.
   b. Determine whether receipts are provided when payment is made, or in accordance with 1005.31(e)(2) for transactions conducted by telephone.

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

9. Determine the provider's policy for providing long-form error resolution and cancellation notices to senders upon request.
10. Review the provider's records of senders' requests and determine that a long-form error resolution and cancellation notice is promptly provided in response to each request.
11. Review sample notices to determine that they use language set forth in Model Form A-36 (Model Form for Error Resolution and Cancellation Disclosures (Long) of Appendix A to subpart B) or substantially similar language.

Estimates—12 CFR 1005.32

Temporary exception for insured institutions—12 CFR 1005.32(a)

12. Determine that the remittance transfer provider is an insured institution within the definition of the rule. If it is, review the appropriate information including transaction log/records, etc., to identify remittance transfer transactions that were sent from the sender's account with the institution. From the list, identify transactions for which estimates were used.

NOTE: An insured institution acting as an agent on behalf of another in connection with a remittance transfer is not a remittance transfer provider.

13. Review transactions for which estimates were used, as well as related disclosures, and any other relevant procedures, processes, and documentation of information included in disclosures, as appropriate, to
    a. assess the adequacy of the provider's policy and procedures for determining that a provider could not determine exact amounts for reasons beyond its control;
    b. determine that estimates were used only in cases when the provider could not determine the exact amounts for reasons beyond its control;
    c. determine the bases used for the estimates under 12 CFR 1005.32(c) and consider their appropriateness, and
        i. if estimates were provided in accordance with one of the bases listed in Regulation E (12 CFR 1005.32(c)), review documentation to confirm that inputs to estimates are appropriate;
        ii. if estimates are based on an approach that is not one of the listed bases, determine as appropriate, that the designated recipient received the same, or greater, amount of funds than the remittance transfer provider disclosed.
    d. determine that the estimated amounts are appropriately labeled with the term "Estimated" or a substantially similar term, placed in close proximity to the term described; and
    e. determine that related calculations were performed appropriately.

NOTE: Unless extended by the CFPB, this exception will not apply after July 21, 2015.

Permanent exception for transfers to certain countries—12 CFR 1005.32(b)(1)

14. Review and assess the adequacy of the provider's policy for determining that
    a. the laws of the recipient country do not permit a determination of the exact amount; or
    b. the methods by which transactions are made in the recipient country do not permit such determination.
15. Review the provider's transaction log/records to identify remittance transactions that were sent to countries on the list provided by the CFPB for which estimates may be provided on remittance transfer-related disclosures to determine if the provider relied on the list in making estimates.
16. Determine whether the provider gave estimates for transactions to a country that is not on the list provided by the CFPB. Review related documentation to confirm that the recipient country does not legally permit, or the method by which transactions are conducted in that country does not permit determination of exact amounts.
17. Review records to determine
    a. the bases used for the estimates under 12 CFR 1005.32 (c) and their appropriateness:
        i. If estimates were provided in accordance with one of the bases listed in 12 CFR 1005.32(c), review documentation to confirm that inputs to estimates are appropriate; or
        ii. If estimates are based on an approach that is not one of the listed bases, determine as appropriate, that the designated recipient received the same, or greater, amount of funds than the remittance transfer provider disclosed.
    b. that the estimated amounts are appropriately labeled with the term "Estimated" or a substantially similar term, placed in close proximity to the term described.

Permanent exception for transfers scheduled before the date of transfer—12 CFR 1005.32(b)(2)

18. Review and assess the adequacy of the provider's policy and procedures for using estimates in the case of transfers scheduled five or more business days before the date of transfer.
19. Review and assess transactions for which estimates were used as well as related disclosures (required by 12 CFR 1005.36(a)) and any other relevant documentation, as appropriate, to determine compliance with 12 CFR 1005.32 (b)(2).

Procedures for resolving errors—12 CFR 1005.33

20. Review the provider's policies and procedures on error resolution.
21. Review relevant error resolution statements/files, consumer complaints, form letters, etc., used in addressing errors or questions concerning remittance transfer transactions.
22. Assess the provider's compliance program to

determine whether it has developed and maintains adequate written policies and procedures designed to ensure compliance with the error resolution requirements applicable to remittance transfers.

Consider:

a. the procedures for receiving complaints of error from branches, agents, or other locations where a consumer may lodge a complaint;

b. the procedures for identifying complaints alleging "errors" as identified in 12 CFR 1005.33(a); and

c. the procedures for investigating, responding to, and resolving complaints.

23. Determine the extent of the provider's compliance with its policies and procedures on error resolution.

24. Determine the provider's compliance with the regulatory requirements regarding investigation of alleged errors and notification of consumers within the allotted time frames.

25. Determine the timeliness and adequacy of remedies the provider provides to address identified errors.

    a. For errors *other than* those that occurred because the sender provided incorrect or insufficient information, consider

        i. if the provider provided the sender notice regarding the error investigation;

        ii. if the sender requested a remedy, determine whether the provider provides the remedy selected by the sender. If a default remedy is provided, determine whether the sender had a reasonable time to designate a remedy after receiving a report of the error.

        iii. if the remedy is delivery of the amount appropriate to correct the error, determine whether the provider corrects the error within one business day, or as soon as reasonably practicable, applying the same exchange rate, fees, and taxes stated in the disclosure provided in connection with the remittance transfer with respect to which the error was made;

        iv. if the remedy is a refund, determine whether the provider refunds the appropriate amount within one business day or as soon as reasonably practicable thereafter.

    b. If the provider determines that an error occurred that relates to

        i. an incorrect amount paid by the sender;

        ii. a computational or bookkeeping error made by the remittance transfer provider; or

        iii. failure to make the amount of currency stated in the disclosures available to the designated recipient.

26. Determine whether the provider either

    a. refunds the amount of funds provided by the sender (in case of a transaction that was not properly transmitted) or the amount appropriate to resolve the error; or

    b. makes available to the designated recipient the amount appropriate to resolve the error without additional cost to the sender or the designated recipient.

    c. If the error relates to the failure to make funds available to the designated recipient by the disclosed date of availability (other than an error resulting from incorrect or insufficient information provided by the sender), determine whether the provider

        i. either:

            1. refunds the amount of funds that was not properly transmitted or the amount appropriate to resolve the error to the sender; or

            2. makes available to the designated recipient the amount appropriate to resolve the error; and

        ii. refunds to the sender any fees and, to the extent not prohibited by law, taxes collected on the remittance transfer.

    d. In the case of errors involving incorrect or insufficient information provided by the sender for the transfer

        i. determine whether the provider refunds to the sender the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error, within three business days of providing the written explanation of findings;

        ii. alternatively, if the provider has not yet processed a refund and agrees to the sender's request to apply the funds toward a new remittance transfer, instead of a refund, determine whether the provider treats the request as a new remittance transfer, provides the appropriate disclosures, and appropriately deducts those fees and taxes actually collected for the original unsuccessful transaction.

27. Determine that the provider is maintaining

records of compliance for a period of not less than two years from the date a notice of error was submitted to the provider or action was required to be taken by the provider.

Procedures for cancellation and refund of remittance transfers—12 CFR 1005.34 and 12 CFR 1005.36(c)

28. Review and assess the provider's policies and procedures regarding cancellation and refund of remittance transfer transactions, including:
    a. the procedures for receiving requests of cancellation from branches, agents, or other locations where a consumer may request cancellation
    b. the procedures for identifying which transactions are eligible for cancellation
    c. the procedures for issuing refunds
29. Determine the extent of the provider's compliance with its own policies and procedures on cancellation and refund.
30. Determine the provider's compliance with the regulatory requirements regarding senders' request for cancellation and refund.
31. Determine whether the provider complies with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer.

Acts of agents—12 CFR 1005.35

NOTE: Complete this section if the provider uses agent(s) to conduct any element of remittance transfer transactions.

32. Review the provider's agreements with agents used for remittance transfers to determine whether they are appropriate for the activities delegated.
33. Determine whether the provider has established appropriate internal controls and review procedures in relation to the work done by agents on its behalf to ensure compliance with the regulatory requirements. Consider
    a. the extent to which the provider has established and maintained policies or procedures for compliance, including policies, procedures, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider including:
        i. the degree of control the agent exercises over the remittance transfer activities performed on the provider's behalf;
        ii. the quality and frequency of training provided to ensure that agents are aware of the regulatory requirements and the provider's internal policy guidelines; and
        iii. the adequacy of the provider's oversight of agents' activities.
34. Select a sample of agents used by the provider and review their records in addition to relevant records held by the provider directly to determine that the activities performed by the agent on the provider's behalf are in compliance with the regulatory requirements.

Transfers scheduled before the date of transfer—12 CFR 1005.36

35. Review and assess the adequacy of the provider's policies and procedures regarding transfers scheduled before the date of transfer.
36. As appropriate, select a sample of records of transfers scheduled in advance to determine whether the provider complies with the timing of disclosures, accuracy of disclosures (and estimates pursuant to 1005.32(b)(2)), and the sender's request for cancellation. Use the same methods identified in the sections above, regarding other disclosures. Consider the following:
    a. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, determine whether the provider provides either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment.

(NOTE: If any of the disclosures provided contain estimates as permitted by 12 CFR. 1005.32(b)(2), the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided).

    b. For each subsequent preauthorized remittance transfer, determine whether the provider provides an updated receipt if any of the information (other than temporal disclosures or disclosures that are permitted to be estimated) on the most recent receipt is no longer accurate.

(NOTE: The receipt must clearly and conspicuously indicate that it contains updated disclosures and

must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. A disclosure that is mailed no later than 10 business days or hand or electronically delivered no later than 5 business days is deemed to have been provided within a reasonable time).

c. If there is no updated information and the remittance transfer does not involve the transfer of funds from the sender's account held by the provider, determine whether the provider mails or delivers a receipt to the sender no later than one business day after the date of the transfer for each subsequent preauthorized transfer.

d. If there is no updated information and the remittance transfer involves the transfer of funds from the sender's account held by the provider, determine whether the receipt is provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided.

e. For any subsequent transfer in a series of preauthorized remittance transfers, determine whether the provider discloses the information required by 12 CFR 1005.36 (d)(1) no more than 12 months, and no less than 5 business days, prior to the date of the subsequent preauthorized remittance transfer.

(NOTE: While the rule generally provides flexibility as to when and where future transfer dates may be disclosed, for any subsequent preauthorized remittance transfer for which the date of transfer is four or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series).

Examiner's Summary, Recommendations, and Comments

Electronic Fund Transfer Act (Regulation E)
Examination Checklist

This questionnaire can be used to review audit workpapers, to evaluate financial institution policies, to perform transaction testing, and to train as appropriate. Complete only those aspects of the checklist that specifically relate to the issue being reviewed, evaluated, or tested, and retain those completed sections in the workpapers.

When reviewing audits, evaluating financial institution policies, or performing transaction testing, a "No" answer indicates a possible exception/deficiency, and you should explain it in the workpapers. If a line item is not applicable within the area you are reviewing, indicate by using "NA."

Subpart A

Issuance of Access Devices—12 CFR 1005.5

1. Do the financial institution's policies, practices, and procedures allow that validated access devices are issued only:
   - In response to oral or written requests (12 CFR 1005.5(a)(1)) Yes No NA

     or
   - As a renewal or substitution for an accepted access device? (12 CFR 1005.5(a)(2)) Yes No NA
2. Do the financial institution's policies, practices, and procedures allow that unsolicited access devices are issued only when the devices are:
   - Not validated? (12 CFR 1005.5(b)(1)) Yes No NA
   - Accompanied by a clear explanation that they are not validated and how they may be disposed of if validation is not desired? (12 CFR 1005.5(b)(2)) Yes No NA
   - Accompanied by the initial disclosures required by 12 CFR 1005.7? (12 CFR 1005.5(b)(3)) Yes No NA
   - Validated only in response to a consumer's request and after the financial institution has verified the consumer's identity by reasonable means (e.g., photograph, fingerprint, personal visit, and signature)? (12 CFR 1005.5 (b)(4) and Staff Commentary) Yes No NA

Consumer Liability for Unauthorized Electronic Fund Transfers (EFTs)—12 CFR 1005.6

3. Does the financial institution impose liability on the consumer for unauthorized transfers only if: (12 CFR 1005.6(a))
   - Any access device that was used was an accepted access device? Yes No NA
   - The institution has provided a means to identify the consumer to whom it was issued? Yes No NA
   - The institution has provided the disclosures required by 12 CFR 1005.7(b)(l), (2), and (3)? Yes No NA
4. Does the financial institution <u>not</u> rely on consumer negligence or the deposit agreement to impose greater consumer liability for unauthorized EFTs than is permitted under Regulation E? (12 CFR Part 1005, Supp. 1, Comments 1005.6(b)-1 and -2) Yes No NA
5. If a consumer notifies the financial institution within two business days after learning of the loss or theft of an access device, does the financial institution limit the consumer's liability for unauthorized EFTs to the lesser of $50 or actual loss? (12 CFR 1005.6(b)(1)) Yes No NA

6. If a consumer does not notify the financial institution within two business days after learning of the loss or theft of an access device, does the institution limit the consumer's liability for unauthorized EFTs to the lesser of $500 or the sum of (12 CFR 1005.6(b)(2)):
   - $50 or the amount of unauthorized EFTs that occurred within the two business days, whichever is less; Yes No NA

   Plus

   - The amount of unauthorized EFTs that occurred after the close of two business days and before notice to the financial institution (provided the financial institution establishes that these transfers would not have occurred had the consumer notified the financial institution within that two-day period)? Yes No NA
7. If a consumer notifies the financial institution of an unauthorized EFT within 60 calendar days of transmittal of the periodic statement upon which the unauthorized EFT appears, does the financial institution not hold the consumer liable for the unauthorized transfers that occur after the 60-day period? (12 CFR 1005.6(b)(3)) Yes No NA
8. If a consumer does not notify the financial institution of an unauthorized EFT within 60 calendar days of transmittal of the periodic statement upon which the unauthorized EFT appears, does the financial institution ensure that the consumer's liability does not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the financial institution, if the financial institution establishes that the transfers would not have occurred had timely notice been given? (12 CFR 1005.6(b)(3)) Yes No NA
9. If a consumer notifies the financial institution of an unauthorized EFT within the time frames discussed in questions 7 or 8 and the consumer's access device is involved in the unauthorized transfer, does the financial institution hold the consumer liable for amounts as set forth in 12 CFR 1005.6(b)(1) or (2) (discussed in questions 5 and 6)? (12 CFR 1005.6(b)(3)) Yes No NA

   NOTE: The first two tiers of liability (as set forth in 12 CFR 1005.6(b)(1) and (2) and discussed in questions 5 and 6) do not apply to unauthorized transfers from a consumer's account made without an access device. (Comment 1005.6(b)(3)-2)
10. Does the financial institution extend the 60-day time period by a reasonable amount if the consumer's delay in notification was due to an extenuating circumstance? (12 CFR 1005.6(b)(4)) Yes No NA
11. Does the financial institution consider notice to be made when the consumer takes steps reasonably necessary to provide the institution with pertinent information, whether or not a particular employee or agent of the institution actually received the information? (12 CFR 1005.6(b)(5)(i)) Yes No NA
12. Does the financial institution allow the consumer to provide notice in person, by telephone, or in writing? (12 CFR 1005.6(b)(5)(ii)) Yes No NA
13. Does the financial institution consider written notice to be given at the time the consumer mails or delivers the notice for transmission to the institution by any other usual means? (12 CFR 1005.6(b)(5)(iii)) Yes No NA
14. Does the financial institution consider notice given when it becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the consumer's account has been or may be made? (12 CFR 1005.6(b)(5)(iii)) Yes No NA
15. Does the financial institution limit the consumer's liability to a lesser amount than provided by 12 CFR 1005.6, when state law or an agreement between the consumer and the financial institution provide for such an amount? (12 CFR 1005.6(b)(6)) Yes No NA

Initial Disclosures—12 CFR 1005.7

16. Does the financial institution provide the initial disclosures at the time a consumer contracts for an EFT service or before the first EFT is made involving the consumer's account? (12 CFR 1005.7(a)) Yes No NA

17. Do the financial institution's initial disclosures provide the following information, as applicable:

- A summary of the consumer's liability for unauthorized transfers under 12 CFR 1005.6 or under state or other applicable law or agreement? (12 CFR 1005.7(b)(1)) Yes No NA
- The telephone number and address of the person or office to be notified when the consumer believes that an unauthorized EFT has been or may be made? (12 CFR 1005.7(b)(2)) Yes No NA
- The financial institution's business days? (12 CFR 1005.7(b)(3)) Yes No NA
- The type of EFTs the consumer may make and any limits on the frequency and dollar amount of transfers? (If details on the limits on frequency and dollar amount are essential to maintain the security of the system, they need not be disclosed.) (12 CFR 1005.7(b)(4)) Yes No NA
- Any fees imposed by the financial institution for EFTs or for the right to make transfers? (12 CFR 1005.7(b)(5)) Yes No NA
- A summary of the consumer's right to receive receipts and periodic statements, as provided in 12 CFR 1005.9, and notices regarding preauthorized transfers as provided in 12 CFR 1005.10(a) and 1005.10(d)? (12 CFR 1005.7(b)(6)) Yes No NA
- A summary of the consumer's right to stop payment of a preauthorized EFT and the procedure for placing a stop payment order, as provided in 12 CFR 1005.10(c)? (12 CFR 1005.7(b)(7)) Yes No NA
- A summary of the financial institution's liability to the consumer for its failure to make or to stop certain transfers under the Electronic Fund Transfer Act? (12 CFR 1005.7(b)(8)) Yes No NA
- The circumstances under which the financial institution, in the ordinary course of business, may disclose information to third parties concerning the consumer's account? (12 CFR 1005.7(b)(9)) Yes No NA
- An error resolution notice that is substantially similar to Model Form A-3 in Appendix A? (12 CFR 1005.7(b)(10)) Yes No NA
- A notice that a fee may be imposed by an ATM operator (as defined in 12 CFR 1005.16(a)) when the consumer initiates an EFT or makes a balance inquiry and by any network used to complete the transaction? (12 CFR 1005.7(b)(11)) Yes No NA

18. Does the financial institution provide disclosures at the time a new EFT service is added, if the terms and conditions of the service are different than those initially disclosed? (12 CFR 1005.7(c)) Yes No NA

Change-in-Terms Notice; Error Resolution Notice—12 CFR 1005.8

19. If the financial institution made any changes in terms or conditions required to be disclosed under 12 CFR 1005.7(b) that would result in increased fees, increased liability, fewer types of available EFTs, or stricter limits on the frequency or dollar amount of transfers, did the financial institution provide a written notice to consumers at least 21 days prior to the effective date of such change? (12 CFR 1005.8(a)) Yes No NA

20. Does the financial institution provide either the long-form error resolution notice at least once every calendar year or the short-form error resolution notice on each periodic statement? (12 CFR 1005.8(b))	Yes	No	NA

Receipts at Electronic Terminals; Periodic Statements—12 CFR 1005.9

21. Does the financial institution make receipts available to the consumer at the time the consumer initiates an EFT at an electronic terminal? The financial institution is exempt from this requirement for EFTs of $15 or less. (12 CFR 1005.9(a) and (e))	Yes	No	NA
22. Do the receipts contain the following information, as applicable:			
• The amount of the transfer? (12 CFR 1005.9(a)(1))	Yes	No	NA
• The date the transfer was initiated? (12 CFR 1005.9(a)(2))	Yes	No	NA
• The type of transfer and the type of account to or from which funds were transferred? (12 CFR 1005.9(a)(3))	Yes	No	NA
• A number or code that identifies the consumer's account or the access device used to initiate the transfer? (12 CFR 1005.9(a)(4))	Yes	No	NA
• The terminal location where the transfer is initiated? (12 CFR 1005.9(a)(5))	Yes	No	NA
• The name or other identifying information of any third party to or from whom funds are transferred? (12 CFR 1005.9(a)(6))	Yes	No	NA
23. Does the financial institution send a periodic statement for each monthly cycle in which an EFT has occurred? If no EFT occurred, does the financial institution send a periodic statement at least quarterly? (12 CFR 1005.9(b))	Yes	No	NA
24. Does the periodic statement contain the following information, as applicable:			
• Transaction information for each EFT occurring during the cycle, including the amount of transfer, date of transfer, type of transfer, terminal location, and name of any third-party transferor or transferee? (12 CFR 1005.9(b)(1))	Yes	No	NA
• Account number? (12 CFR 1005.9(b)(2))	Yes	No	NA
• Fees? (12 CFR 1005.9(b)(3))	Yes	No	NA
• Account balances? (12 CFR 1005.9(b)(4))	Yes	No	NA
• Address and telephone number for inquiries? (12 CFR 1005.9(b)(5))	Yes	No	NA
• Telephone number to ascertain preauthorized transfers, if the financial institution provides telephone notice under 12 CFR 1005.10(a)(1)(iii)? (12 CFR 1005.9(b)(6))	Yes	No	NA

Preauthorized Transfers—12 CFR 1005.10

25. If a consumer's account is to be credited by a preauthorized EFT from the same payor at least once every 60 days (and the payor does not already provide notice to the consumer that the transfer has been initiated) (12 CFR 1005.10(a)(2)), does the financial institution do one of the following:			
• Provide oral or written notice, within two business days, after the transfer occurs? (12 CFR 1005.10(a)(1)(i))	Yes	No	NA
• Provide oral or written notice, within two business days after the transfer was scheduled to occur, that the transfer did or did not occur? (12 CFR 1005.10(a)(1)(ii))	Yes	No	NA
• Provide a readily available telephone line that the consumer can call to determine if the transfer occurred and that telephone number is disclosed on the initial disclosure of account terms and on each periodic statement? (12 CFR 1005.10(a)(1)(iii))	Yes	No	NA

26. Does the financial institution credit the amount of a preauthorized transfer as of the date the funds for the transfer are received? (12 CFR 1005.10(a)(3)) Yes No NA

27. Does the financial institution ensure that an authorization is obtained for preauthorized transfers from a consumer's account by a written, signed or similarly authenticated authorization, and is a copy of the authorization provided to the consumer? (12 CFR 1005.10(b)) Yes No NA

28. Does the financial institution allow the consumer to stop payment on a preauthorized EFT by oral or written notice at least three business days before the scheduled date of the transfer? (12 CFR 1005.10(c)(1)) Yes No NA

29. If the financial institution requires that the consumer give written confirmation of an oral stop-payment order within 14 days, does the financial institution inform the consumer, at the time they give oral notification, of the requirement and provide the address where they must send the written confirmation? Yes No NA

    NOTE: An oral stop-payment order ceases to be binding after 14 days if the consumer fails to provide the required written confirmation. (12 CFR 1005.10(c)(2))

30. Does the financial institution inform, or ensure that third-party payees inform, the consumer of the right to receive notice of all varying transfers? Yes No NA

    or

    Does the financial institution give the consumer the option of receiving notice only when a transfer falls outside a specified range of amounts or differs from the most recent transfer by an agreed-upon amount? (12 CFR 1005.10(d)(2)) Yes No NA

31. If the financial institution or third-party payee is obligated to send the consumer written notice of the EFT of a varying amount, does the financial institution ensure that:

    - The notice contains the amount and date of transfer? Yes No NA
    - The notice is sent at least 10 days before the scheduled date of transfer? (12 CFR 1005.10(d)(1)) Yes No NA

32. Does the financial institution not condition an extension of credit to a consumer on the repayment of loans by preauthorized EFT, except for credit extended under an overdraft credit plan or extended to maintain a specified minimum balance in the consumer's account? (12 CFR 1005.10(e)(1)) Yes No NA

33. Does the financial institution not require a consumer to establish an account for EFTs with a particular institution as a condition of employment or receipt of government benefits? (12 CFR 1005.10(e)(2)) Yes No NA

Procedures for Resolving Errors—12 CFR 1005.11

34. Does the financial institution have procedures to investigate and resolve all oral or written notices of error received no later than 60 days after the institution sends the periodic statement or provides passbook documentation? (12 CFR 1005.11(b)(2)) Yes No NA

35. If the financial institution requires written confirmation of an error within 10 business days of an oral notice, does the financial institution inform the consumer of this requirement and provide the address where the written confirmation must be sent? (12 CFR 1005.11(b)(2)) Yes No NA

36. Does the financial institution have procedures to investigate and resolve alleged errors within 10 business days, except as otherwise provided in 12 CFR 1005.11(c)? (12 CFR 1005.11(c)(1)) Yes No NA

    NOTE: The time period is extended in certain circumstances. (12 CFR 1005.11(c)(3))

37. Does the financial institution report investigation results to the consumer within three business days after completing its investigation and correct any error within one business day after determining that an error occurred? (12 CFR 1005.11(c)(1)) Yes No NA

38. If the financial institution is unable to complete its investigation within 10 business days, does the financial institution have procedures to investigate and resolve alleged errors within 45 calendar days of receipt of a notice of error; and:

- Does the financial institution provisionally credit the consumer's account in the amount of the alleged error (including interest, if applicable) within 10 business days of receiving the error notice (however, if the financial institution requires, but does not receive, written confirmation within 10 business days, the financial institution is not required to provisionally credit the consumer's account)? Yes No NA
- Within two business days after granting any provisional credit, does the financial institution inform the consumer of the amount and date of the provisional credit and gives the consumer full use of the funds during the investigation? Yes No NA
- Within one business day after determining that an error occurred, does the financial institution correct the error? Yes No NA
- Does the financial institution report the results to the consumer within three business days after completing its investigation including, if applicable, notice that provisional credit has been made final? (12 CFR 1005.11(c)) Yes No NA

NOTE: The time period is extended in certain circumstances. (12 CFR 1005.11(c)(3))

39. If a billing error occurred, does the financial institution not impose a charge related to any aspect of the error-resolution process? (Comment 1005.11 (c)-3) Yes No NA

40. If the financial institution determines that no error occurred (or that an error occurred in a manner or amount different from that described by the consumer), does the financial institution send a written explanation of its findings to the consumer and note the consumer's right to request the documents the financial institution used in making its determination? (12 CFR 1005.11(d)(1)) Yes No NA

41. When the financial institution determines that no error (or a different error) occurred, does the financial institution notify the consumer of the date and amount of the debiting of the provisionally credited amount and the fact that the financial institution will continue to honor checks and drafts to third parties and preauthorized transfers for five business days (to the extent that they would have been paid if the provisionally credited funds had not been debited)? (12 CFR 1005.11(d)(2)) Yes No NA

Record Retention—12 CFR 1005.13

42. Does the financial institution maintain evidence of compliance with the requirements of the Electronic Fund Transfer Act and Regulation E for a period of two years? (12 CFR 1005.13(b)) Yes No NA

Disclosures at Automated Teller Machines (ATM)—12 CFR 1005.16

43. If the financial institution operates an ATM and imposes a fee on a consumer for initiating an EFT or balance inquiry, does the financial institution provide notice that a fee will be imposed and disclose the amount of the fee? (12 CFR 1005.16(b)) Yes No NA

44. Does the financial institution provide the notice required by 12 CFR 1005.16(b) either by showing it on the ATM screen or by providing it on paper before the consumer is committed to paying a fee? (12 CFR 1005.16(c)) Yes No NA

Requirements for Overdraft Services—12 CFR 1005.17

45. Does the financial institution's Overdraft Protection Program incorporate any guidance issued by its federal regulator, as applicable? Yes No NA

46. Does the financial institution's Overdraft Protection Program provide "overdraft services," i.e., charge fees for paying ATM and one-time debit overdrafts? (12 CFR 1005.17(a)) If no, do not complete this section. Yes No NA

47. If the financial institution assesses a fee or charge (NOTE: fees or charges may generally be assessed only on transactions paid after the confirmation has been mailed or delivered) on the consumer's account for paying an ATM or one-time debit card transaction pursuant to the financial institutions overdraft service, does the financial institution first (12 CFR 1005.17(b)(1)):

    - Provide the consumer with a notice in writing, or if the consumer agrees, electronically, that is segregated from all other information and describes the institution's overdraft service (12 CFR 1005.17(b)(1)(i)); Yes No NA
    - Provide a reasonable opportunity for the consumer to affirmatively consent, or opt-in, to the institution's payment of ATM and one-time debit card transactions (12 CFR 1005.17(b)(1)(ii)); Yes No NA
    - Obtain the consumer's affirmative consent, or opt-in, to the institution's payment of ATM or one-time debit card transactions (12 CFR 1005.17(b)(1)(iii)); and Yes No NA
    - Provide the consumer with confirmation of the consumer's consent in writing, or if the consumer agrees, electronically, which includes a statement informing the consumer of the right to revoke such consent? (12 CFR 1005.17(b)(1)(iv)) Yes No NA

48. Does the financial institution ensure that it does not condition the payment of any overdrafts for checks, ACH transactions, and other types of transactions on the consumer affirmatively consenting to the institution's payment of ATM and one-time debit card transactions pursuant to the institution's "overdraft services"? (12 CFR 1005.17(b)(2)(i)) Yes No NA

49. Does the financial institution pay checks, ACH transactions, and other types of transactions that overdraw the consumer's account regardless of whether the consumer has affirmatively consented to the institution's overdraft protection service for ATM and one-time debit card transactions? (12 CFR 1005.17(b)(2)(ii)) Yes No NA

50. For consumers who have **not** opted in, and if an overdraft fee or charge is based on the amount of the outstanding negative balance, does the institution only assess fees where the negative balance is attributable in whole or in part to a check, ACH, or other type of transaction not subject to the prohibition on assessment of overdraft fees? Yes No NA

    For consumers who have **not** opted in, does the financial institution only assess daily or sustained overdraft, negative balance, or similar fees or charges where the negative balance is attributable in whole or in part to a check, ACH, or other type of transaction not subject to the prohibition on assessment of overdraft fees? Yes No NA

    Does the institution base the date on which such a daily or sustained overdraft, negative balance, or similar fee or charge is assessed on the date on which the check, ACH, or other type of transaction was paid into overdraft? (Comment 1005.17(b)-9) Yes No NA

51. Does the financial institution provide consumers who do not affirmatively consent to the institution's overdraft service for ATM and one-time debit card transactions the same account terms, conditions, and features that it provides to consumers who affirmatively consent, except for the overdraft service for ATM and one-time debit card transactions? (12 CFR 1005.17(b)(3)) Yes No NA

52. Is the notice required by (12 CFR 1005.17(b)(1)(i)) substantially similar to Model Form A-9 set forth in Appendix A of (12 CFR 1005.17), including applicable items from the list below, and does it not contain any additional information? (12 CFR 1005.17(d)) Yes No NA

- Overdraft service—Does the notice provide a brief description of the overdraft service and the types of transactions for which a fee or charge for paying an overdraft may be imposed, including ATM and one-time debit card transactions? (12 CFR 1005.17(d)(1)) Yes No NA
- Fees imposed—Does the notice contain the dollar amount of any fees or charges assessed by the financial institution for paying an ATM or one-time debit card transaction pursuant to the financial institution's overdraft service, including any daily or other overdraft fees? Yes No NA

  NOTE: If the amount of the fee is determined on the basis of the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the institution must disclose the maximum fee that may be imposed. (12 CFR 1005.17(d)(2))
- Limits on fees charged—Does the notice disclose the maximum number of overdraft fees or charges that may be assessed per day or, if applicable, that there is no limit? (12 CFR 1005.17(d)(3)) Yes No NA
- Disclosure of opt-in right—Does the notice explain the consumer's right to affirmatively consent to the financial institution's payment of overdrafts for ATM and one-time debit card transactions pursuant to the institution's overdraft service, including the methods by which the consumer may consent to the service? (12 CFR 1005.17(d)(4)) Yes No NA
- Alternative plans for covering overdrafts—As applicable, does the institution's opt-in notice appropriately address the alternative methods for covering overdrafts? Yes No NA
- If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, does the notice state that both alternative plans are offered? Yes No NA
- If the institution offers one alternative plan, but not the other, does the notice state which alternative plan it offers? If the institution does not offer either a line of credit subject to Regulation Z (12 CFR Part 1026) or a service that transfers funds from another account of the consumer held at the institution to cover overdrafts plan, does the notice exclude information regarding either of these plans? Yes No NA
- If the financial institution offers additional alternatives for paying overdrafts, at its option the institution may (but is not required to) disclose those alternatives. Does its notice describe those alternatives? Yes No NA
- Permitted modifications and additional content—If the institution modifies the notice, are the modifications permitted: to indicate that the consumer has the right to opt into, or out of, the payment of overdrafts under the institution's overdraft service for other types of transactions, such as checks, ACH transactions, or automatic bill payments; to provide a means for the consumer to exercise this choice; and to disclose the associated returned item fee and that additional merchant fees may apply? Yes No NA

NOTE: The institution may also disclose the consumer's right to revoke consent. The response portion of Model Form A-9 may be tailored to the methods offered for opting in and may include reasonable methods to identify the account, such as a bar code. (12 CFR 1005.17(d)(6) and Comments 1005.17(d)-1 through -5))

53. Joint accounts—When two or more consumers jointly hold an account, does the financial institution treat the affirmative consent of any of the joint consumers as affirmative consent for that account, and treat the revocation of affirmative consent by any of the joint consumers as revocation of consent for that account? (12 CFR 1005.17(e)) Yes No NA

54. Continuing right to opt-in or to revoke opt-in—Does the financial institution allow the consumer to affirmatively consent to the financial institution's overdraft service at any time in the manner described in the notice required under (12 CFR 1005.17(b)(1)(i)) and allow a consumer to revoke consent at any time in the manner made available to the consumer for providing consent? (12 CFR 1005.17(f)) Yes No NA

55. Does the financial institution implement a consumer's revocation of consent as soon as reasonably practicable? (12 CFR 1005.17(f)) Yes No NA

56. Is the consumer's affirmative consent to the overdraft service effective until revoked by the consumer, or unless the financial institution terminates the service? (12 CFR 1005.17(g)) Yes No NA

Payroll Card Accounts—12 CFR 1005.18

57. If the financial institution offers payroll card accounts, does the financial institution *either* provide periodic statements as required by 12 CFR 1005.9(b) *or* make available to the consumer:

- The account balance, through a readily available telephone line, *and* Yes No NA
- An electronic history of the consumer's account transactions, such as through an Internet website, that covers at least 60 days preceding the date the consumer electronically accesses the account, *and* Yes No NA
- A written history of the consumer's account transactions that is provided promptly in response to an oral or written request and that covers at least 60 days preceding the date the financial institution receives the consumer's request? (12 CFR 1005.18(b))

NOTE: The history of account transactions must include the information set forth in 12 CFR 1005.9(b). Yes No NA

58. Does the financial institution provide initial disclosures that include, at a minimum:

- A telephone number that the consumer may call to obtain the account balance, the means by which the consumer can obtain an electronic account history, such as the address of a website, and a summary of the consumer's right to receive a written account history upon request, including a telephone number to call to request a history, *and* Yes No NA
- A notice concerning error resolution? (12 CFR 1005.18(c)(1)) Yes No NA

59. Does the financial institution provide an annual notice concerning error resolution or, alternatively, an abbreviated notice with each electronic and written history? (12 CFR 1005.18(c)(2)) Yes No NA

60. Does the financial institution begin the 60-day period for reporting any unauthorized transfer under 12 CFR 1005.6(b)(3) on the earlier of the date the consumer electronically accesses the consumer's account after the electronic history made available to the consumer reflects the transfer, or the date the financial institution sends a written history of the consumer's account transactions requested by the consumer in which the unauthorized transfer is first reflected? (12 CFR 1005.18(c)(3)) Yes No NA

    NOTE: A financial institution may comply with the provision above by limiting the consumer's liability for an unauthorized transfer as provided under 12 CFR 1005.6(b)(3) for any transfer reported by the consumer within 120 days after the transfer was credited or debited to the consumer's account.

61. Does the financial institution comply with the error resolution requirements in response to an oral or written notice of an error from the consumer that is received by the earlier of 60 days after the date the consumer electronically accesses the consumer's account after the electronic history made available to the consumer reflects the alleged error, or 60 days after the date the financial institution sends a written history of the consumer's account transactions requested by the consumer in which the alleged error is first reflected? (12 CFR 1005.18(c)(4)) Yes No NA

    NOTE: The financial institution may comply with the requirements for resolving errors by investigating any oral or written notice of an error from the consumer that is received by the institution within 120 days after the transfer allegedly in error was credited or debited to the consumer's account.

Requirements for Gift Cards and Gift Certificates—12 CFR 1005.20

62. Does the institution offer gift certificates, store gift cards, general-use prepaid cards, loyalty, award, or promotional gift cards? If no, do not complete this section. Yes No NA

63. Determine if the institution offers consumers, primarily for personal, family, or household purposes, in a specified amount, a card, code, or other device on a prepaid basis, the following:

    - Gift certificates—which may not be increased or reloaded in exchange for payment; and are redeemable upon presentation at a single merchant or an affiliated group of merchants for goods and services? (12 CFR 1005.20(a)(1)) Yes No NA
    - Store gift cards—which may be increased or reloaded, in exchange for payment; and are redeemable upon presentation at a single merchant or an affiliated group of merchants for goods and services? (12 CFR 1005.20(a)(2)) Yes No NA
    - General-use prepaid cards—which may be increased or reloaded, in exchange for payment; and are redeemable upon presentation at multiple, unaffiliated merchants for goods or services, or usable at automated teller machines? (12 CFR 1005.20(a)(3)) Yes No NA

64. Do loyalty, award, or promotional gift cards as defined by (12 CFR 1005.20(a)(4)) contain the following disclosures as applicable?

    - A statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes, which must be included on the front of the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(A)); Yes No NA
    - The expiration date for the underlying funds, which must be included on the front of the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(B)); Yes No NA

- The amount of fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be imposed, which must be provided with the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(C)); and Yes No NA
- A toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain fee information, which must be included on or with the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(D))? Yes No NA

65. If the terms of the gift certificate, store gift card, or general-use prepaid card impose a dormancy, inactivity, or service fee as defined under (12 CFR 1005.20(a)), please answer the following:
    - Has there been activity with respect to the certificate or card, in the one-year period ending on the date on which the fee was imposed (12 CFR 1005.20(d)(1)); Yes No NA
    - As applicable, are the following, clearly and conspicuously stated on the gift certificate, store gift card, or general-use prepaid card Yes No NA
        - The amount of any dormancy, inactivity, or service fee that may be charged (12 CFR 1005.20(d)(2)(i)); Yes No NA
        - How often such a fee may be assessed (12 CFR 1005.20(d)(2)(ii)); and Yes No NA
        - That such fee may be assessed for inactivity (12 CFR 1005.20(d)(2)(iii))? Yes No NA
    - Is the dormancy, inactivity, or service fee imposed limited to one in any given calendar month (12 CFR 1005.20(d)(3))? Yes No NA
66. If the financial institution sells or issues a gift certificate, store gift card, or general-use prepaid card with an expiration date, please answer the following:
    - Has the financial institution established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card with at least five years remaining until the certificate or card expiration date (12 CFR 1005.20(e)(1))? Yes No NA
    - The expiration date for the underlying funds is at least the later of five years after the date the gift certificate was initially issued, or the date on which funds were last loaded to a store gift card or general-use prepaid card; or the certificate or card expiration date, if any (12 CFR 1005.20(e)(2))? Yes No NA
67. If the financial institution sells or issues a gift certificate, store gift card, or general-use prepaid card with an expiration date, then are the following disclosures provided on the certificate or card, as applicable:
    - The expiration date for the underlying funds, or if the underlying funds do not expire, the fact that the funds do not expire (12 CFR 1005.20(e)(3)(i)); Yes No NA
    - A toll-free number and, if one is maintained, a website that a consumer may use to obtain a replacement certificate or card after the certificate or card expires if the underlying funds may be available (12 CFR 1005.20(e)(3)(ii)); and Yes No NA
    - Except where a non-reloadable certificate or card bears an expiration date that is at least seven years from the date of manufacture, a statement, disclosed with equal prominence and in close proximity to the certificate or card expiration date, that: Yes No NA
        - The certificate or card expires, but the underlying funds either do not expire or expire later than the certificate or card (12 CFR 1005.20(e)(3)(iii)(A)); Yes No NA
        - The consumer may contact the issuer for a replacement card (12 CFR 1005.20(e)(3)(iii)(B)); and Yes No NA

- No fee or charge is imposed on the cardholder for replacing the gift certificate, store gift card, or general-use prepaid card or for providing the certificate or card holder with the remaining balance in some manner prior to the funds expiration date unless such certificate or card has been lost or stolen. (12 CFR 1005.20(e)(4)). Yes No NA

68. Are the following disclosures provided in connection with a gift certificate, store gift card, or general-use prepaid card, as applicable:
    - For each type of fee that may be imposed in connection with the gift certificate or card (other than a dormancy, inactivity, or service fee subject to the disclosure requirements under (12 CFR 1005.20(d)(2)), the following information must be provided on or with the certificate or card:
        - The type of fee (12 CFR 1005.20(f)(1)(i)); Yes No NA
        - The amount of the fee (or an explanation of how the fee will be determined) (12 CFR 1005.20(f)(1)(ii)); and Yes No NA
        - The conditions under which the fee may be imposed (12 CFR 1005.20(f)(1)(iii)). Yes No NA
    - A toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain information about dormancy, inactivity, service, or each type of fee that may be imposed in connection with the certificate or card (12 CFR 1005.20(f)(2)). Yes No NA

Subpart B—Requirements for Remittance Transfers

1. Does the provider offer remittance transfers in the normal course of business? Yes No NA

   If the provider deems itself to not offer remittance transfers in the normal course of business as a result of the 100-transfer safe harbor, are the provider's method for counting transactions appropriate? Yes No NA

Complete the rest of the checklist if the provider offers remittance transfers in the normal course of business.

2. Does the provider have written policies and operating procedures that govern its remittance transfer operations? Yes No NA
3. Do these policies and procedures adequately address the requirements of subpart B? Yes No NA
4. Are the provider's personnel who are involved in remittance transfer operations knowledgeable about the requirements of subpart B? Yes No NA

Disclosures—12 CFR 1005.31

(Unless otherwise indicated, the disclosure requirements apply to all remittance transfer transactions, including those scheduled before the date of transfer.)

5. Does the provider provide prepayment disclosures and receipts or combined disclosures to its remittance transfer customers (12 CFR 1005.31(b)(1), (2), and (3))? Yes No NA

   NOTE: Specific content of disclosures are addressed below.

6. Are written disclosures:
    - in the appropriate form (12 CFR 1005.31(c)) Yes No NA
    - clear and conspicuous (12 CFR 1005.31(a)(1)) Yes No NA
    - in retainable form (12 CFR 1005.31(a)(2))? Yes No NA

7. Are written and electronic disclosures provided in compliance with the foreign language requirements of 12 CFR 1005.31(g)? Yes No NA
8. If the provider uses scripts to provide oral disclosures for remittance transfer transactions and error resolution procedures conducted over the telephone, do the contents of the scripts comply with the requirements of 12 CFR 1005.31(a)(3) and (a)(4)? Yes No NA
9. Do disclosures related to telephone, mobile application, or text message transactions comply with the disclosure requirements with respect to foreign languages and notice of cancellation rights? (12 CFR 1005.31(g)(2) and 12 CFR 1005.31(b)(2)(iv) Yes No NA
10. Does information in written or electronic disclosures comply with the grouping requirements of 12 CFR 1005.31(c)(1)? Yes No NA
11. Is the exchange rate used for the remittance transfer generally disclosed in close proximity to the other information in the prepayment disclosures? (12 CFR 1005.31(c)(2)) Yes No NA
12. In case of a disclosure that includes the disclaimer statement under 12 CFR 1005.31(b)(1)(viii), is the disclaimer in close proximity to the Total to Recipient? (12 CFR 1005.31(c)(2)) Yes No NA
13. Are disclosures on error resolution and cancellation rights generally disclosed in close proximity to the other disclosures on the receipt? (12 CFR 1005.31(c)(2)) Yes No NA
14. Are disclosures that are provided in writing or electronically provided in a minimum of eight-point font, in equal prominence to each other, and on the front of the page on which the disclosures are printed? (12 CFR 1005.31(c)(3)) Yes No NA
15. For disclosures that are provided in writing or electronically:
    - do they contain only information directly related to the disclosures, and Yes No NA
    - are they segregated from everything else? (12 CFR 1005.31(c)(4)) Yes No NA
16. Are estimated amounts in the disclosures appropriately described using the term "estimated" or a substantially similar term in close proximity to the term described? (12 CFR 1005.31(d)) Yes No NA
17. Are disclosures provided in compliance with the timing requirements of 12 CFR 1005.31(e)? Yes No NA
18. Do disclosures comply with the accuracy requirements of 12 CFR 1005.31(f)? Yes No NA

    NOTE: For a one-time transfer scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, disclosures must be accurate when a sender makes payment except to the extent estimates are permitted. For any subsequent transfer in a series of preauthorized remittance transfers, disclosures must be accurate as of the date the preauthorized remittance transfer to which it pertains is made. (12 CFR 1005.36(b).)

Prepayment disclosures—12 CFR 1005.31(b)(1)

19. Does the provider appropriately distinguish between covered and non-covered third-party fees? Yes No NA
20. Do the provider's prepayment disclosures appropriately disclose to the recipient the following information as applicable, using the terms in quotes (or substantially similar terms) listed below:
    - "Transfer Amount" both in the currency in which transaction is funded and in the currency in which the funds will be made available to the recipient; Yes No NA

- "Transfer Fees" and "Transfer Taxes"; Yes No NA
- "Other Fees"; Yes No NA
- "Exchange Rate"; Yes No NA
- "Total to Recipient"; and Yes No NA
- If applicable, a disclaimer statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply, resulting in the designated recipient receiving less than the amount disclosed? (12 CFR 1005.31(b)(1)) Yes No NA

Receipt—12 CFR 1005.31(b)(2)

21. Do the provider's receipts appropriately calculate and disclose to the recipient the following information as applicable, using the terms in quotes (or substantially similar terms) listed below, as applicable:
    - all the information required to be provided in the prepayment disclosure; Yes No NA
    - "Date Available"; Yes No NA
    - "Recipient"; Yes No NA
    - a statement about the sender's error resolution and cancellation rights, using language set forth in Model Form A-37 of Appendix A or substantially similar language;

      NOTE: If the transfer is scheduled at least three business days before the date of the transfer, the statement about the sender's cancellation rights should reflect the requirements of 12 CFR1005.36(c).
    - name, telephone number(s), and website of the provider; Yes No NA
    - a statement that the sender can contact the state agency that licenses or charters the remittance transfer provider with respect to the particular transfer (if applicable) and the Consumer Financial Protection Bureau (CFPB), for questions or complaints about the remittance transfer provider using language set forth in Model Form A-37 of Appendix A or substantially similar language; and Yes No NA

      NOTE: The statement must include the name, telephone number(s), and website of the state agency and the name, toll-free telephone number(s), and website of the CFPB.
    - the transfer date (only for transfers scheduled at least three business days in advance, or the first transfer in a series of preauthorized remittance transfers)? Yes No NA

Combined disclosure—12 CFR 1005.31(b)(3)

Complete this section if the provider provides combined disclosures as an alternative to prepayment disclosures and receipts.

22. Does the combined disclosure contain all the information required to be provided on the receipt? Yes No NA
23. Does the provider provide the combined disclosure when the sender requests the remittance transfer, but prior to payment for the transfer; and provide a proof of payment when payment is made for the transfer? Yes No NA

NOTE:
1. The proof of payment must be clear and conspicuous, provided in writing or electronically, and provided in a retainable form.
2. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized transfers, the provider may provide confirmation that the transaction has been scheduled in lieu of the proof of payment if payment is not processed at the time the remittance transfer is scheduled. No further proof of payment is required when payment is later processed.

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

24. Does the provider promptly provide, at the sender's request, a notice describing the sender's error resolution and cancellation rights, using language set forth in Model Form A-36 of Appendix A or substantially similar language? (12 CFR 1005.31(b)(4)) Yes No NA

    NOTE: For a remittance transfer scheduled at least three business days before the date of the transfer, the description of the rights of the sender regarding cancellation must instead reflect the requirements of 12 CFR 1005.36(c).

Estimates—12 CFR 1005.32

Temporary exception for insured institutions—12 CFR 1005.32(a)

25. If the remittance transfer provider is an insured institution (as defined by 12 CFR 1005.32(a)(3)), does the institution use estimates in its disclosures for transactions sent from the sender's account with the institution? Yes No NA

26. If so, can the financial institution not determine the exact amounts for reasons beyond its control because a person other than the institution or with which the institution has no correspondent relationship sets the exchange rate required to be disclosed or imposes a fee required to be disclosed? (12 CFR 1005.32(a) and Comment 32(a)(1)-1) Yes No NA

Permanent exception for transfers to certain countries—12 CFR 1005.32(b)(1)

27. Does the provider appropriately rely on the list provided by the CFPB when using estimates under the permanent exception set forth under 12 CFR 1005.32(b)(1) for transactions to those countries? Yes No NA

28. If the provider provides estimates for transactions in a country which does not appear on the safe harbor list published by the CFPB, does the entity appropriately determine that the laws of or the method by which transactions are conducted in the recipient country do not permit the determination of exact amounts? (12 CFR 1005.32(b)(1)(ii) and Comment 32(b)-5) Yes No NA

    NOTE: A provider cannot rely on the CFPB list if it has information that the laws of a country on the list permit exact disclosures.

Permanent exception for transfers scheduled before the date of transfer—12 CFR 1005.32(b)(2)

29. For transfers scheduled five or more business days before the date of the transfer for which estimates may be provided, does the provider comply with the requirements of 12 CFR 1005.32(b)(2)? Yes No NA

Permanent exception for optional disclosure of non-covered third-party fees and taxes collected by a third party—12 CFR 1005.32(b)(3)

30. If the provider includes in the disclaimer statement required by 12 CFR 1005.31(b)(1)(viii), an optional estimated disclosure of applicable non-covered third-party fees or taxes, are the estimates based on reasonable sources? (12 CFR 1005.32(b)(3)?	Yes	No	NA

Bases for Estimates—12 CFR 1005.32(c)

31. Are the bases used to derive the estimates under 12 CFR 1005.32(a), (b)(1), and (b)(2) in compliance with the method for disclosing estimates set forth in 12 CFR 1005.32(c)?	Yes	No	NA

NOTE: For transfers scheduled five or more business days before the date of the transfer for which estimates may be provided, the requirements of 12 CFR 1005.32(d) apply.

32. Does the provider use the approaches listed in the rule to estimate:

• exchange rate;	Yes	No	NA
• transfer amount in which funds will be received;	Yes	No	NA
• covered third-party fees; and	Yes	No	NA
• the amount of currency that will be received by the designated recipient?	Yes	No	NA
33. If estimates are based on an approach that is not one of the listed bases, does the designated recipient receive the same, or greater, amount of funds than the remittance transfer provider disclosed?	Yes	No	NA

Procedures for Resolving Errors—12 CFR 1005.33

34. Does the provider have adequate policies and procedures to address the error resolution requirements applicable to remittance transfers (12 CFR 1005.33(g))?	Yes	No	NA
35. Do the policies and procedures adequately state what constitutes an error and what does not as defined in 12 CFR 1005.33(a)?	Yes	No	NA

36. Do the policies and procedures specifically address:

• timing and content of the sender's notice of error (12 CFR 1005.33(b)(1));	Yes	No	NA
• provider's request for additional information or clarification (12 CFR 1005.33(b)(2));	Yes	No	NA
• time limits for investigation, reporting results, and correcting an error (12 CFR 1005.33(c));	Yes	No	NA
• sender's request for documentation that the provider relied on to make a decision (12 CFR 1005.33(d)); and	Yes	No	NA
• the retention of records related to error investigations (12 CFR 1005.33 (g)(2) and (12 CFR 1005.13))?	Yes	No	NA
37. Does the provider complete its investigation of alleged errors and determine whether an error occurred within 90 days of receiving notice of the error (12 CFR 1005.33(c))?	Yes	No	NA
38. Does the provider report investigation results to the sender within three business days after completing its investigation and include notice of any remedies available for correcting any error determined to have occurred and provide remedy within one business day (12 CFR 1005.33(c))?	Yes	No	NA

NOTE: The provider can ask the sender to designate a preferred remedy at the time the sender provides notice of the error but must indicate that a resend remedy may be unavailable if the error occurred because the sender provided incorrect or insufficient information.

39. If the sender provided an incorrect account number or recipient institution identifier, does the provider comply with the requirements of 12 CFR 1005.33(h) in determining that no error occurred? Yes No NA

40. If the provider determines that no error or a different error occurred, does it provide a written explanation of the findings, and note the sender's right to request the documents upon which the provider relied in making its determination (12 CFR 1005.33(d))? Yes No NA

41. If the provider provides a default remedy, does it correct the error within one business day or as soon as reasonably practicable, after the reasonable time (deemed to be 10 business days) or the sender to designate the remedy has passed? Yes No NA

    NOTE: A default remedy is not applicable where the sender provided incorrect or insufficient information.

42. If the sender requests a refund (for errors other than those related to failure to deliver by the disclosed date where the sender provided incorrect or insufficient information), does the provider refund within one business day or as soon as reasonably practicable thereafter (12 CFR 1005.33(c)(2)(A))? Yes No NA

    NOTE: The provider may generally, at its discretion, issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer.

43. If the sender requests delivery of the amount appropriate to correct the error and the error did not occur because the sender provided incorrect or insufficient information, does the provider correct the error within one business day, or as soon as reasonably practicable, applying the same exchange rate, fees, and taxes stated in the disclosure provided in connection with the unsuccessful remittance transfer attempt (Comment 33(c)-3)? Yes No NA

44. In the case of errors involving incorrect or insufficient information provided by the sender for the transfer, does the provider comply with the requirements of 12 CFR 1005.33(c)(2)(iii)? Yes No NA

45. If the provider determines that an error occurred that relates to: Yes No NA

    - an incorrect amount paid by the sender;
    - a computational or bookkeeping error made by the remittance transfer provider; or
    - failure to make the amount of currency stated in the disclosures available to the designated recipient,

    does the provider either:

    - refund the amount of funds provided by the sender (in case of a transaction that was not properly transmitted);
    - refund the amount appropriate to resolve the error; or
    - make available to the designated recipient, the amount appropriate to resolve the error without additional cost to the sender or the designated recipient (12 CFR 1005.33(c)(2)(i))?

46. If the error relates to the failure to make funds available to the designated recipient by the disclosed date of availability (except in cases where the sender provided incorrect or insufficient information), does the provider Yes No NA

- either (i) refund the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error to the sender; or (ii) make available to the designated recipient the amount appropriate to resolve the error;

  and

- refund to the sender any fees and, to the extent not prohibited by law, taxes imposed for the remittance transfer? (12 CFR 1005.33(c)(2)(ii))

47. If an error occurred, does the provider impose a charge related to any aspect of the error resolution process (including charges for documentation or investigation)? (Comment 33(c)-9) If so, is the provider in violation of 12 CFR 1005.33(c)? Yes No NA

48. Does the provider retain policies and procedures and documentation, including those related to error investigations, for a period of not less than two years from the date a notice of error was submitted to the provider or action was required to be taken by the provider (12 CFR 1005.33(g) and 1005.13)? Yes No NA

Procedures for Cancellation and Refund of Remittance Transfers—12 CFR 1005.34

49. Does the provider comply with any oral or written request to cancel a remittance transfer (except for transfers scheduled three or more business days before the date of transfer) from the sender that is received no later than 30 minutes after the sender makes payment in connection with the remittance transfer? (12 CFR 1005.34(a)) Yes No NA

    NOTE: The request to cancel must enable the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and the transferred funds must not have been picked up by the designated recipient or deposited into an account of the designated recipient. (12 CFR 1005.34(a)(1) and (2))

50. If a sender provides a timely request to cancel a remittance transfer, does the provider refund all funds provided by the sender in connection with the remittance transfer at no additional cost to the sender, within three business days of receiving the request? (12 CFR 1005.34(b)) Yes No NA

    NOTE: The funds to be refunded include any fees and, to the extent not prohibited by law, taxes that have been imposed for the transfer, whether the fee or tax was assessed by the provider or a third party, such as an intermediary institution, the agent or bank in the recipient country, or a state or other governmental body (12 CFR 1005.34(b)).

Acts of Agents—12 CFR 1005.35

51. Has the provider established and maintained policies or procedures, including policies, procedures for compliance, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider? Yes No NA

    Consider:

- the degree of control the agent exercises over the remittance transfer activities performed on the provider's behalf; Yes No NA
- the quality and frequency of training provided to ensure that agents are aware of the regulatory requirements and the provider's internal policy guidelines; and Yes No NA
- the adequacy of the provider's oversight of agents' activities. Yes No NA

Transfers Scheduled before the Date of Transfer—12 CFR 1005.36

52. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, does the provider provide either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment? (12 CFR 1005.36(a)(1)(i)) Yes No NA

    NOTE: If any of the disclosures provided contain estimates, the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided. (12 CFR 1005.36(a)(1)(ii))

53. For each subsequent preauthorized remittance transfer, does the provider provide an updated receipt if any of the information (other than temporal disclosures or disclosures that are permitted to be estimated) on the most recent receipt is no longer accurate? (12 CFR 1005.36(a)(2)(i)) Yes No NA

    NOTE: The receipt must clearly and conspicuously indicate that it contains updated disclosures and must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. A disclosure that is mailed no later than 10 business days or hand or electronically delivered no later than 5 business days is deemed to have been provided within a reasonable time. (12 CFR 1005.36(a)(2)(i) and Comment 36(a)(2)-3)

54. If there is no updated information and the remittance transfer does not involve the transfer of funds from the sender's account held by the provider, does the provider mail or deliver to the sender a receipt no later than one business day after the date of the transfer for each subsequent preauthorized transfer? (12 CFR 1005.36(a)(2)(ii)) Yes No NA

55. If there is no updated information and the remittance transfer involves the transfer of funds from the sender's account held by the provider, is the receipt provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided? (12 CFR 1005.36(a)(2)(ii)) Yes No NA

56. For any subsequent transfer in a series of preauthorized remittance transfers, does the provider disclose the date of the subsequent transfer using the term "Future Transfer Date" or a substantially similar term, a statement of the sender's cancellation rights, and the name, telephone number(s), and website of the remittance transfer provider no more than 12 months, and no less than 5 business days prior to, the date of the subsequent preauthorized remittance transfer? (12 CFR 1005.36(d)) Yes No NA

    NOTE: While the rule generally provides flexibility as to when and where future transfer dates may be disclosed, for any subsequent preauthorized remittance transfer for which the date of transfer is four or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series. (12 CFR 1005.36(d)(2)(ii))

57. Does the provider comply with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer? (12 CFR 1005.36(c)) Yes No NA

    NOTE: The request to cancel must

    - enable the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and

- be received by the provider at least three business days before the scheduled date of the remittance transfer. (12 CFR 1005.36(c))

Comments

NY CLS Gen Mun § 10

Current through 2025 released Chapters 1-430

New York Consolidated Laws Service > ***General Municipal Law (Arts. 1 — 20)*** > ***Article 2 General Municipal Finances (§§ 3 — 25)***

§ 10. Deposits of public money; security

1. For purposes of this section:

a. "Local government" shall mean any municipal corporation, school district, board of cooperative educational services, district corporation, special improvement district governed by a separate board of commissioners, industrial development agency or authority or a public library.

b. "Public funds" shall mean funds of a local government.

c. "Public deposits" shall mean deposits of public funds in a bank or trust company which are available for all uses generally permitted by the bank or trust company to the depositing local government for actually and finally collected funds under the bank's or trust company's account agreement or policies.

d. "Bank" shall mean a bank as defined by the banking law or a national banking association located and authorized to do business in New York.

e. "Trust company" shall mean a trust company as defined by the banking law and located and authorized to do business in New York.

f. "Eligible securities" shall mean any of the following:

(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by this state, obligations issued by a municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than this state) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the four highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are pledged.

(xi) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".

g. "Eligible surety bond" shall mean a bond executed by an insurance company authorized to do business in this state, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

h. "Eligible letter of credit" shall mean an irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is incompliance [in compliance]* with applicable federal minimum risk-based capital requirements.

2.

a.

(i) The governing board of every local government shall designate one or more banks or trust companies for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or any other officer authorized by law to make deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositaries. Such resolution shall specify the maximum amount which may be kept on deposit at any time in each such bank or trust company. Such designations and amounts may be changed at any time by further resolution.

(ii) The governing board of a local government that has designated one or more banks or trust companies for the deposit of public funds pursuant to subparagraph (i) of this paragraph may, in its discretion, authorize the designated bank or trust company to arrange for the redeposit of the local government's funds in one or more banking institutions, as defined in *section nine-r of the banking law*, for the account of the local government, through a deposit placement program that meets all of the following conditions:

(A) On or after the date that the local government's funds are received, the designated bank or trust company (I) arranges for the redeposit of such funds into deposit accounts in one or more banking institutions and (II) serves as custodian for the local government with respect to the funds redeposited into such accounts.

(B) Local government funds deposited in a designated bank or trust company in accordance with this subparagraph and held in the designated bank or trust company in excess of the amount insured by the federal deposit insurance corporation pending redeposit of the funds

* The bracketed words have been inserted by the Publisher.

pursuant to this subparagraph shall be secured in accordance with subdivision three of this section.

(C) The full amount of local government funds redeposited by the designated bank or trust company into deposit accounts in banking institutions pursuant to this subparagraph (plus accrued interest, if any) shall be insured by the federal deposit insurance corporation.

(D) At the same time that the money of the local government is redeposited pursuant to this subparagraph, the selected depository receives an amount of deposits from customers of other financial institutions pursuant to the deposit placement program that are at least equal to the amount of the local government's funds redeposited by the designated bank or trust company.

b. Except as otherwise provided by law, all deposits shall be made to the credit of the local government. The deposit of public funds pursuant to this subdivision shall release the officer making the deposit and his or her surety from any liability for loss of such public funds by reason of the default or insolvency of any such bank or trust company.

c. The governing board of a local government, in which a banking development district has been designated by the superintendent of financial services pursuant to *section ninety-six-d of the banking law*, may designate a bank, trust company or national bank located in such district for the deposit of public funds, the disposition of which is not otherwise provided for by law, received by the chief fiscal officer or other officer authorized by law to make such deposits. Such designation shall be by resolution of the governing board or, in the case of a city, such other body as may be authorized or required by law to designate depositories. Such resolution shall specify the maximum amount which may be kept on deposit at any time with such bank, trust company or national bank located in such district. Subject to an agreement between such governing board and such banking institution, public funds deposited in such banking institution may earn a fixed interest rate which is at or below such banking institution's posted two year certificate of deposit rate. In those instances where there is such an agreement, its terms and conditions shall also be specified in the resolution. Any such designation, amount, or agreement provisions may be changed at any time by further resolution.

3. All public deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as now or hereafter amended shall be secured in accordance with this subdivision:

a. The officers making a deposit may accept a pledge of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from such officers, or a pledge of a pro rata portion of a pool of eligible securities having in the aggregate a market value at least equal to the aggregate amount of public deposits from all such officers within the state at such bank or trust company, together with a security agreement from the bank or trust company. The security agreement and custodial agreement referred to below may be the same agreement including when the bank or trust company holding the public deposits holds the collateral for the public body. The security agreement shall provide that such eligible securities or pro rata portion of a pool of eligible securities are being pledged by the bank or trust company as security for the public deposits, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposit upon a default. It shall also provide for the conditions under which the securities or pro rata portion of a pool of eligible securities held may be sold, presented for payment, substituted or released and the events of default which will enable the local government to exercise its rights against the pledged securities. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. The custodial agreement shall provide that the pledged securities or pro rata portion of a pool of eligible securities will be held by the custodial bank or trust company as agent of, and custodian for, the local government, and will be kept separate and apart from the general assets of the custodial bank or trust company and it shall also provide for the manner in which the custodial bank or trust company shall confirm the receipt, substitution or release of the collateral. Such agreement shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and the substitution of collateral when a change in

the rating of a security causes ineligibility pursuant to paragraph f of subdivision one of this section. Such agreement shall include all provisions deemed necessary and sufficient to secure in a satisfactory manner the local government's interest in the collateral. Such agreement may also contain such other provisions as the governing board may deem necessary.

b. Whenever eligible securities delivered to a custodial bank or trust company pursuant to this paragraph are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of such obligations, the records of the custodial bank or trust company shall show, at all times, the interest of the local government in such securities or pro rata portion of a pool of eligible securities as set forth in the security agreement.

c.

(i) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may accept an eligible surety bond payable to such local government as security for the payment of one hundred percent, or an eligible letter of credit payable to such local government as security for the payment of one hundred forty percent, of the aggregate amount of public deposits from such officers and the agreed upon interest, if any. The terms and conditions of any eligible surety bond shall be approved by the governing board.

(ii) In lieu of or in addition to the deposit of eligible securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.

d. For purposes of determining the market value of securities as required by this subdivision:

(i) The eligible securities described in subparagraphs (viii), (x) and (xi) of paragraph f of subdivision one of this section shall be valued at eighty percent of their market value.

(ii) The eligible securities described in subparagraph (ix) of paragraph f of subdivision one of this section shall be valued at seventy percent of their market value.

(iii) Of the eligible securities described in subparagraphs (v), (vi) and (vii) of paragraph f of subdivision one of this section, those securities rated in the highest category shall be valued at one hundred percent of their market value; those securities rated in the second highest rating category shall be valued at ninety percent of their market value; and those securities rated in the third highest rating category shall be valued at eighty percent of their market value. When two nationally recognized statistical rating organizations rate a security in two different categories, the security shall be considered to be rated in the higher of the two categories.

4.

(a) Notwithstanding any other provision of law to the contrary, the chief fiscal officer, or other officer authorized by law to make deposits, may, subject to the approval of the governing body of a local government, by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company as provided in this section.

(b) The entrusting of public funds for deposit pursuant to paragraph (a) of this subdivision shall release the officer entrusting the public funds to the courier service and his or her surety from any liability for loss of such public funds by the courier service in the process of delivering such public funds to the designated bank or trust company.

(c) The local government authorizing the deposit of public funds by a courier service pursuant to paragraph (a) of this subdivision shall require the courier service to obtain a surety bond for the full

amount entrusted to the courier, payable to the local government and executed by an insurance company authorized to do business in this state, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public funds entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier.

(d) A deposit made by a courier on behalf of a local government shall be deemed to be a deposit made by the chief fiscal officer or other officer entrusting such funds for purposes of the requirements contained in this section for securing public deposits.

(e) A bank or trust company may, from time to time and as agreed upon with a local government, reimburse all or part of, but not more than, the actual cost incurred by the local government in transporting cash, negotiable instruments or other items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the department of financial services or other federal or state authority.

History

Add, *L 1992, ch 708, § 12*; amd, *L 1992, ch 708, § 43*; *L 1993, ch 356, § 1*, eff Oct 19, 1993; *L 1996, ch 619, § 1*; *L 1997, ch 204, § 2*, eff Jan 1, 1998; *L 1997, ch 234, § 1*, eff Sept 4, 1996; *L 1998, ch 623, § 1*, eff Oct 20, 1998; *L 2002, ch 615, § 1*, eff Oct 2, 2002; *L 2005, ch 545, § 2*, eff Aug 23, 2005; *L 2011, ch 62, § 104* (Part A), eff Oct 3, 2011; *L 2012, ch 128, § 1*, eff July 18, 2012; *L 2018, ch 424, § 1*, effective January 1, 2019.

Annotations

Notes

Prior Law:

Former § 10, add, L 1954, ch 465, § 1; repealed, *L 1992, ch 708, § 12*, eff Nov 28, 1992.

Prior § 10, add, L 1909, ch 29; amd, L 1910, ch 129, L 1915, ch 382, L 1934, ch 223, L 1935, ch 234, § 1; repealed, L 1943, ch 712, § 3, with substance covered by Local Finance Law Article 2, Title 5 and § 163.00.

Editor's Notes:

***Laws 1992, ch 708, §§ 44* and 45,** eff Nov 28, 1992, provide as follows:

§ 44. The state comptroller shall provide a model investment policy for local governments pursuant to *section 39 of the general municipal law* and model security and custodial agreements for local governments pursuant to *section 10 of the general municipal law*. It is the intent of the legislature that such model policy and agreements shall provide information and assistance to local government officials who are formulating local policies and agreements. The provision of such model policy and agreements by the comptroller shall not be construed as a mandate upon local governments to adopt identical policies and agreements.

§ 45. This act shall take effect on the one hundred twentieth day after it shall have become a law, provided that section forty-three of this act shall take effect June 4, 1997; and provided, however, that the amendments to the opening paragraph of subdivision 2 of *section 11 of the general municipal law*, made by section thirteen of this act and the opening paragraph of paragraph b of *section 165.00 of the local finance law*, made by section twenty-six of

this act shall not affect the expiration and reversion of such provisions as provided in chapter 680 of the laws of 1976, as amended. (Amd, L 1995, ch 109, § 1, L 1996, ch 6, § 1, L 1996, ch 70, § 1, L 1996, ch 152, § 1, L 1997, ch 13, § 1, L 1997, ch 27, § 1, L 1997, ch 67, § 1, eff May 21, 1997, deemed eff May 21, 1997.).

Laws 1993, ch 356, § 38, eff Oct 19, 1993, provides as follows:

§ 38. This act shall take effect on the ninetieth day after it shall have become a law provided, however, that sections twenty-one and twenty-nine of this act shall take effect one year after the date on which this act shall have become a law; provided, further, that subdivision 13 of *section 854 of the general municipal law*, as amended by section three of this act and subdivision 10 of *section 1951 of the public authorities law*, as amended by section nineteen of this act, shall take effect immediately and provided further that subdivision 15 of *section 858 of the general municipal law*, as added by section seven of this act, subdivision 14 of *section 1953 of the public authorities law* as added by section twenty-three of this act and subdivision 14 of *section 2306 of the public authorities law* as added by section thirty-one of this act shall take effect on January 1, 1994; provided further however that the provisions of section fifteen of this act shall remain in full force and effect until the end of calendar day January 31, 2008, and provided further that the last four sentences of the opening paragraph, the second undesignated paragraph and the first sentence of the third undesignated paragraph of *section 1953 of the public authorities law*, as added by section twenty-two of this act and the second and third undesignated paragraphs and the first sentence of the fourth undesignated paragraph of *section 2306 of the public authorities law*, as added by section thirty of this act shall remain in full force and effect until the end of calendar day January 31, 2008 when upon such date the provisions of the opening paragraph of *sections 1953 and 2306 of the public authorities law* shall revert to and be read as set out in law on the date immediately preceding the effective date of this act and provided further that section 5 of chapter 905 of the laws of 1986, as amended by section thirty-five of this act, shall take effect immediately and shall be deemed in full force and effect on and after July 1, 1993; provided further, however, that this act shall not apply to projects for which an agency, through the issuance of its bonds, execution of leases, or the passage of an inducement resolution or bond resolution, has authorized any assistance prior to the date on which this act shall have become a law whether or not such projects are thereafter modified; provided further, however, that nothing contained herein shall be deemed to affect the application, qualification, expiration or repeal of any provision of law amended by any section of this act and such provisions shall be applied or qualified or shall expire or be deemed repealed in the same manner, to the same extent and on the same date as the case may be as otherwise provided by law. (Amd, L 1993, ch 357, § 15, L 1996, ch 254, § 2, L 1996, ch 278, § 2, L 1996, ch 305, § 2, L 1996, ch 307, § 2, L 1996, ch 309, § 460, L 1997, ch 444, § 5, L 1999, ch 444, § 3, L 2002, ch 112, § 2, L 2005, ch 159, § 2, L 2006, ch 142, § 2, L 2007, ch 381, § 2, eff July 26, 2008.).

Laws 1996, ch 619, § 1, eff Sept 4, 1996, provides as follows:

§ 2. This act shall take effect immediately; provided, however, that the amendment made to *section 10 of the general municipal law* by this act shall survive the expiration of such section as provided in chapter 708 of the laws of 1992, as amended.

Laws 1998, ch 623, § 8, eff Oct 20, 1998, provides as follows:

§ 8.This act shall take effect immediately; provided, however, that every local government that participates in a municipal cooperation agreement, which is currently in existence and would be within the definition of a cooperative investment agreement under this act, shall have one year from such effective date to execute those amendments necessary to comply with the requirements of sections four, five, and six of this act, and until the expiration of that year, nothing in this act shall affect the validity of any municipal cooperation agreement authorizing cooperative investments; provided further that, for purposes of complying with sections two, three and five of this act, any obligation owned by a local government on May 1, 1998, or held on May 1, 1998 pursuant to a municipal cooperation agreement that would be within the definition of a cooperative investment agreement under this act, that provides for the adjustment of its interest rate on set dates shall be deemed to mature on the date on which the interest rate resets; and provided further that, for purposes of complying with section six of this act, contracts for professional services procured on behalf of an existing municipal cooperation agreement that would be within the

definition of a cooperative investment agreement under this act shall be awarded pursuant to a request for proposal process upon the expiration of existing contracts or thirty months from the effective date of this act, whichever occurs earlier, provided that the amendments to subdivision 3 of *section 11 of the general municipal law* made by section two of this act shall be subject to the expiration and reversion of such subdivision pursuant to section 7 of chapter 548 of the laws of 1997, as amended, when upon such date the provisions of section three of this act shall take effect.

Laws 2018, ch 424, § 2, eff January 1, 2019, provides:

§ 2. This act shall take effect on the first of January next succeeding the date on which it shall have become a law.

Amendment Notes:

2012. Chapter 128, § 1 amended:

By designating entire sub 2, par (a) as sub 2, par (a), subpar (i).

By adding sub 2, par (a), subpar (ii).

2011. Chapter 62, § 104 (Part A) amended:

Sub 2, par c at fig 1 by substituting "superintendent of financial services" for "superintendent of banks".

Sub 4, par (e) at fig 1 by substituting "department of financial services" for "banking department".

The 2018 amendment by ch 424, § 1, substituted "four" for "two" in 1f(viii).

Notes to Decisions

Expenditures by the Trustees of the Freeholders and Commonalty of the Town of Southampton, New York, did not have to be approved by the Town Board or the Town Comptroller; *N.Y. Town Law § 64* did not transfer control over Freeholders Trust revenue to the Town Board or otherwise render Trust funds "public funds" under this section. *Gessin v Throne-Holst, 134 A.D.3d 31, 20 N.Y.S.3d 367, 2015 N.Y. App. Div. LEXIS 6799 (N.Y. App. Div. 2d Dep't 2015)*, app. dismissed, *26 N.Y.3d 1094, 45 N.E.3d 613, 24 N.Y.S.3d 575, 2016 N.Y. LEXIS 35 (N.Y. 2016)*.

Term "bank" as used in CLS Gen Mun §§ 10 and 11 does not include state or federally chartered savings banks; term "national banking association" under CLS Gen Mun § 10 does not include federally chartered savings banks. *1995 Op St Compt No. 95-12, 1995 N.Y. Comp. LEXIS 9*.

Local government is not required by law to enter into security and custodial agreements identical to models prepared by office of state comptroller. *1995 Op St Compt No. 95-32, 1995 N.Y. Comp. LEXIS 27*.

Town may enter into custodial agreement under which custodial bank will be indemnified for costs, expenses, damages, liabilities, or claims that do not arise out from custodian's own negligence or willful misconduct (15 Opns St Comp 1959, p 37 is a superseded to the extent it may be inconsistent). *1999 Op St Compt No. 99-16, 1999 N.Y. Comp. LEXIS 16*.

Research References & Practice Aids

Codes, Rules and Regulations:

Debt statement form to be used in connection with public sales of bonds by counties, towns, villages and cities having less than 125,000 inhabitants. *2 NYCRR §§ 31.1, 31.2*.

Federal Aspects:

The Federal Deposit Insurance Act, cited in statutory text, appears generally as *12 USCS §§ 1811* et seq.

The Securities Exchange Act of 1934, *15 USCS §§ 78a* et seq.

Hierarchy Notes:

NY CLS Gen Mun

NY CLS Gen Mun, Art. 2

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End of Document

Regulation E
Electronic Fund Transfer Act

The Electronic Fund Transfer Act (EFTA) (15 U.S.C. 1693 *et seq.*) of 1978 is intended to protect individual consumers engaging in electronic fund transfers (EFTs) and remittance transfers. These services include

- transfers through automated teller machines (ATMs);
- point-of-sale (POS) terminals;
- automated clearinghouse (ACH) systems;
- telephone bill-payment plans in which periodic or recurring transfers are contemplated;
- remote banking programs; and
- remittance transfers.

The EFTA is implemented through Regulation E, which includes official interpretations.

In 2009, the Federal Reserve Board (Board) amended Regulation E to prohibit institutions from charging overdraft fees for ATM and one-time debit card transactions, unless the consumer opts in or affirmatively consents to the institution's overdraft services (74 Fed. Reg. 59033 (Nov. 17, 2009) and 75 Fed. Reg. 31665 (June 4, 2010)). The Board also amended Regulation E to restrict fees and expiration dates on gift cards and to require that gift card terms be stated clearly (75 Fed. Reg. 16580 (April 1, 2010)).[1]

The Dodd–Frank Wall Street Reform and Consumer Protection Act (Dodd–Frank Act) transferred rulemaking authority under the EFTA from the Board of Governors of the Federal Reserve System to the Consumer Financial Protection Bureau (CFPB).[2, 3] The Dodd–Frank Act also amended the EFTA and created a new system of consumer protections for remittance transfers sent by consumers in the United States to individuals and businesses in foreign countries. In December 2011, the CFPB restated the Board's implementing Regulation E at 12 CFR Part 1005 (76 Fed. Reg. 81020) (December 27, 2011). In February 2012, the CFPB added subpart B (Requirements for Remittance Transfers) to Regulation E to implement the new remittance protections set forth in the Dodd–Frank Act (77 Fed. Reg. 6194) (February 7, 2012), effective on February 7, 2013.[4] In July 2012, the CFPB amended the February 2012 rule to effect certain technical corrections primarily related to formatting of the model forms in the rule. In August 2012, the CFPB again amended the February 2012 rule to modify the definition of "remittance transfer provider." The August amendment also revised several aspects of the rule regarding remittance transfers that are scheduled before the date of transfer, including preauthorized remittance transfers (77 Fed. Reg. 50244) (August 20, 2012). In January 2013, the rule's February 21, 2013, effective date was delayed pending finalization of a proposal to address three specific issues in the rule. In May 2013, the CFPB finalized the proposal, which modified the disclosure requirements for certain fees and foreign taxes, revised some aspects of the error resolution requirements, and established a new effective date of October 28, 2013 (78 Fed. Reg. 30661) (May 22, 2013).

Information in this narrative is provided for subpart A and subpart B in the order listed below. Note that the order, particularly as it relates to subpart A, does not strictly follow the order of the regulatory text. For ease of use by the examiner, however, the examination procedures and checklist follow the order of the regulation.

Subpart A

I. Scope and Key Definitions (12 CFR 1005.2, 1005.3, 1005.17, 1005.20)

II. Disclosures (12 CFR 1005.4, 1005.7, 1005.8, 1005.16, 1005.17, 1005.20)

III. Electronic Transaction Overdraft Service Opt In (12 CFR 1005.17)

IV. Issuance of Access Devices (12 CFR 1005.5, 1005.18)

V. Consumer Liability and Error Resolution (12 CFR 1005.6, 1005.11)

VI. Receipts and Periodic Statements (12 CFR 1005.9, 1005.18)

VII. Gift Cards (12 CFR 1005.20)

1. The Board also implemented a legislative extension of time for complying with the gift card disclosure requirements until January 31, 2011. 75 Fed. Reg. 50683 (August 17, 2010).

2. Dodd–Frank Act §§1002(12)(C), 1024(b)-(c), and 1025(b)-(c); 12 U.S.C. §§5481(12)(C), 5514(b)-(c), and 5515(b)-(c). Section 1029 of the Dodd–Frank Act generally excludes from this transfer of authority, subject to certain exceptions, any rulemaking authority over a motor vehicle dealer that is predominantly engaged in the sale and servicing of motor vehicles, the leasing and servicing of motor vehicles, or both. The transfer of authority also did not include section 920 of EFTA, which concerns debit card interchange fees charged to merchants. Section 920 of EFTA is implemented by Board regulations at 12 CFR Part 235. Section 920 is not addressed here or in the accompanying examination procedures and checklist.

3. The agency responsible for supervising and enforcing compliance with Regulation E will depend on the person subject to the EFTA (e.g., for financial institutions, jurisdiction will depend on the size and charter of the institution).

4. The amendment designated 12 CFR 1005.1 through 1005.20 as subpart A.

VIII. Other Requirements (12 CFR 1005.10, 1005.14, 1005.15)

IX. Relation to Other Laws (12 CFR 1005.12)

Subpart B

Requirements for remittance transfers

X. Remittance Transfer Definitions (12 CFR 1005.30)

XI. Disclosures (12 CFR 1005.31)

XII. Estimates (12 CFR 1005.32)

XIII. Procedures for Resolving Errors (12 CFR 1005.33)

XIV. Procedures for Cancellation and Refund of Remittance Transfers (12 CFR 1005.34)

XV. Acts of Agents (12 CFR 1005.35)

XVI. Transfers Scheduled Before the Date of Transfer (12 CFR 1005.36)

Sections Applicable to Both Subpart A and Subpart B

XVII. Preemption

XVIII. Administrative Enforcement and Record Retention (12 CFR 1005.13)

XIX. Miscellaneous (EFTA provisions not reflected in Regulation E)

SUBPART A

I. Scope

Key Definitions—12 CFR 1005.2

Access device is a card, code, or other means of access to a consumer's account or a combination of these used by the consumer to initiate EFTs. Access devices include debit cards, personal identification numbers (PINs), telephone transfer and telephone bill payment codes, and other means to initiate an EFT to or from a consumer account (12 CFR 1005.2(a)(1) and 12 CFR Part 1005, Supp. I, Comment 2(a)-1).

Access devices do not include either of the following:

- magnetic tape or other devices used internally by a financial institution to initiate electronic transfers
- a check or draft used to capture the MICR (Magnetic Ink Character Recognition) encoding or routing, account, and serial numbers to initiate a one-time ACH debit (Comments 2(a)-1 and 2(a)-2)

Accepted access device is an access device that a consumer

- requests and receives, signs, or uses (or authorizes another to use) to transfer money between accounts or to obtain money, property, or services
- requests to be validated even if it was issued on an unsolicited basis
- receives as a renewal or substitute for an accepted access device from either the financial institution that initially issued the device or a successor (12 CFR 1005.2(a)(2))

Account includes the following:

- checking, savings, or other consumer asset accounts held by a financial institution (directly or indirectly), including certain club accounts, established primarily for personal, family, or household purposes
- *payroll card account*, established through an employer (directly or indirectly), to which EFTs of the consumer's wages, salary, or other employee compensation (such as commissions), are made on a recurring basis. The payroll card account can be operated or managed by the employer, a third-party processor, a depository institution, or any other person. All transactions involving the transfer of funds to or from a payroll card account are covered by the regulation (12 CFR 1005.2 (b)(2) and Comment 2(b)-2).

An account does not include:

- an account held by a financial institution under a bona fide trust agreement
- an occasional or incidental credit balance in a credit plan
- profit-sharing and pension accounts established under a bona fide trust agreement
- escrow accounts such as for payments of real estate taxes, insurance premiums, or completion of repairs
- accounts for purchasing U.S. savings bonds (12 CFR 1005.2(b)(3) and Comment 2(b)-3)

A *payroll card account* does not include a card used

- solely to disburse incentive-based payments (other than commissions when they represent the primary means through which a consumer is paid) that are unlikely to be a consumer's primary source of salary or other compensation;
- solely to make disbursements unrelated to compensation, such as petty cash reimbursements or travel per diem payments; or
- in isolated instances to which an employer typically does not make recurring payments

(Comment 2(b)-2).

Activity means any action that results in an increase or decrease of the funds underlying a certificate or card, other than the imposition of a fee, or an adjustment due to an error or a reversal of a prior transaction (12 CFR 1005.20(a)(7)).

ATM operator is any person that operates an ATM at which a consumer initiates an EFT or a balance inquiry and that does not hold the account to or from which the transfer is made or about which the inquiry is made (12 CFR 1005.16(a)).

Dormancy fee and inactivity fee mean a fee for non-use of or inactivity on a gift certificate, store gift card, or general-use prepaid card (12 CFR 1005.20 (a)(5)).

Electronic check conversion (ECK) transactions are transactions where a check, draft, or similar paper instrument is used as a source of information to initiate a one-time electronic fund transfer from a consumer's account. The consumer must authorize the transfer (12 CFR 1005.3(b)(2))

Electronic fund transfer (EFT) is a transfer of funds initiated through an electronic terminal, telephone, computer (including online banking) or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account. EFTs include, but are not limited to, point-of-sale (POS) transfers; automated teller machine (ATM) transfers; direct deposits or withdrawals of funds; transfers initiated by telephone; and transfers resulting from debit card transactions, whether or not initiated through an electronic terminal (12 CFR 1005.3(b)).

Electronic terminal is an electronic device, other than a telephone call by a consumer, through which a consumer may initiate an EFT. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash-dispensing machines (12 CFR 1005.2(h)).

Exclusions from gift card definition. The following cards, codes, or other devices are excluded and not subject to the substantive restrictions on imposing dormancy, inactivity, or service fees, or on expiration dates if they are (12 CFR 1005.20(b))

- usable solely for telephone services;
- reloadable and not marketed or labeled as a gift card or gift certificate. For purposes of this exception, the term "reloadable" includes a temporary non-reloadable card issued solely in connection with a reloadable card, code, or other device;
- a loyalty, award, or promotional gift card (except that these must disclose on the card or device itself, information such as the date the funds expire, fee information and a toll-free number) (12 CFR 1005.20(a)(4) and (c)(4));
- not marketed to the general public;
- issued in paper form only; or
- redeemable solely for admission to events or venues at a particular location or group of affiliated locations, or to obtain goods or services in conjunction with admission to such events or venues, at the event or venue or at specific locations affiliated with and in geographic proximity to the event or venue.

General-use prepaid card is a card, code, or other device

- issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount, whether or not that amount may be increased or reloaded, in exchange for payment; and
- that is redeemable upon presentation at multiple, unaffiliated merchants for goods or services, or that may be usable at automated teller machines (12 CFR 1005.20(a)(3)). See *"Exclusions from gift card definition."*

Gift certificate is a card, code, or other device issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount that may not be increased or reloaded in exchange for payment and redeemable upon presentation at a single merchant or an affiliated group of merchants for goods or services (12 CFR 1005.20(a)(1)). See *"Exclusions from gift card definition."*

Loyalty, award, or promotional gift card is a card, code, or other device (1) issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in connection with a loyalty, award, or promotional program; (2) that is redeemable upon presentation at one or more merchants for goods or services, or usable at automated teller machines; and (3) that sets forth certain disclosures, including a statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes (12 CFR 1005.20 (a)(4)). See *"Exclusions from gift card definition."*

Overdraft services. A financial institution provides an overdraft service if it assesses a fee or charge for paying a transaction (including a check or other item) when the consumer has insufficient or unavailable funds in the account to pay the transaction. However, an overdraft service does not include payments made from the following:

- a line of credit subject to Regulation Z, such as a credit card account, a home equity line of credit, or an overdraft line of credit;
- funds transferred from another account held individually or jointly by the consumer; or

- a line of credit or other transaction from a securities or commodities account held by a broker–dealer registered with the Securities and Exchange Commission (SEC) or the Commodity Futures Trading Commission (CFTC). (12 CFR 1005.17(a)).

Preauthorized electronic fund transfer is an EFT authorized in advance to recur at substantially regular intervals (12 CFR 1005.2(k)).

Service fee means a periodic fee for holding or use of a gift certificate, store gift card, or general-use prepaid card. A periodic fee includes any fee that may be imposed on a gift certificate, store gift card, or general-use prepaid card from time to time for holding or using the certificate or card (12 CFR 1005.20(a)(6)). For example, a service fee may include a monthly maintenance fee, a transaction fee, an ATM fee, a reload fee, a foreign currency transaction fee, or a balance inquiry fee, whether or not the fee is waived for a certain period of time or is only imposed after a certain period of time. However, a service fee does not include a one-time fee or a fee that is unlikely to be imposed more than once while the underlying funds are still valid, such as an initial issuance fee, a cash-out fee, a supplemental card fee, or a lost or stolen certificate or card replacement fee (Comment 20(a)(6)-1).

State means any state, territory, or possession of the United States; the District of Columbia; the Commonwealth of Puerto Rico; or any of their political subdivisions (12 CFR 1005.2(l)).

Store gift card is a card, code, or other device issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount, whether or not that amount may be increased or reloaded, in exchange for payment, and redeemable upon presentation at a single merchant or an affiliated group of merchants for goods or services (12 CFR 1005.20(a)(2)). See *"Exclusions from gift card definition."*

Unauthorized electronic fund transfer is an EFT from a consumer's account initiated by a person other than the consumer without authority to initiate the transfer and from which the consumer receives no benefit. This does not include an EFT initiated in any of the following ways:

- by a person who was furnished the access device to the consumer's account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized;
- with fraudulent intent by the consumer or any person acting in concert with the consumer; or
- by the financial institution or its employee (12 CFR 1005.2(m)).

Coverage—12 CFR 1005.3

Subpart A of Regulation E applies to any electronic fund transfer (EFT) that authorizes a financial institution to debit or credit a consumer's account. The requirements of subpart A of Regulation E apply only to accounts for which there is an agreement for EFT services to or from the account between (i) the consumer and the financial institution or (ii) the consumer and a third party, when the account-holding financial institution has received notice of the agreement and the fund transfers have begun (Comment 3(a)-1).

Regulation E applies to all persons, including offices of foreign financial institutions in the United States, that offer EFT services to residents of any state, and it covers any account located in the United States through which EFTs are offered to a resident of a state, no matter where a particular transfer occurs or where the financial institution is chartered (Comment 3(a)-3). Regulation E does not apply to a foreign branch of a U.S. financial institution unless the EFT services are offered in connection with an account in a state, as defined in 12 CFR 1005.2(*l*) (Comment 3(a)-3).

Exclusions from Coverage

12 CFR 1005.3(c) describes transfers that are not EFTs and are therefore not covered by the EFTA and Regulation E:

- transfers of funds originated by check, draft, or similar paper instrument;
- check guarantee or authorization services that do not directly result in a debit or credit to a consumer's account;
- any transfer of funds for a consumer within a system that is used primarily to transfer funds between financial institutions or businesses, e.g., Fedwire or other similar network;
- any transfer of funds that has as its primary purpose the purchase or sale of securities or commodities regulated by the SEC or the CFTC, purchased or sold through a broker–dealer regulated by the SEC or through a futures commission merchant regulated by the CFTC, or held in book-entry form by a Federal Reserve Bank or federal agency;
- intra-institutional automatic transfers under an agreement between a consumer and a financial institution;
- transfers initiated by telephone between a consumer and a financial institution provided the transfer is not a function of a written plan contemplating periodic or recurring transfers. A written statement available to the public, such as

a brochure, that describes a service allowing a consumer to initiate transfers by telephone constitutes a written plan; or

- preauthorized transfers to or from accounts at financial institutions with assets of less than $100 million on the preceding December 31. Such preauthorized transfers, however, remain subject to the compulsory use prohibition under Section 913 of the EFTA and 12 CFR 1005.10(e), as well as the civil and criminal liability provisions of Sections 915 and 916 of the EFTA. A small financial institution that provides EFT services besides preauthorized transfers must comply with the requirements of subpart A for those *other* services (Comment 3(c)(7)-1). For example, a small financial institution that offers ATM services must comply with subpart A in regard to the issuance of debit cards, terminal receipts, periodic statements, and other requirements.

Electronic Check Conversion (ECK) and Collection of Returned-Item Fees

Subpart A covers electronic check conversion (ECK) transactions. In an ECK transaction, a consumer provides a check to a payee and information from the check is used to initiate a one-time EFT from the consumer's account. Although transfers originated by checks are not covered by subpart A, an ECK is treated as an EFT and not a payment originated by check. Payees must obtain the consumer's authorization for each ECK transaction. A consumer authorizes a one-time EFT for an ECK transaction when the consumer receives notice that the transaction will or may be processed as an EFT and goes forward with the underlying transaction[5] (12 CFR 1005.3(b)(2)(i) and (ii) and Comment 3(b)(2)-3).

If a payee re-presents electronically a check that has been returned unpaid, the transaction is not an EFT, and subpart A does not apply because the transaction originated by check (Comment 3(c)(1)-1).

However, subpart A applies to a fee collected electronically from a consumer's account for a check or EFT returned unpaid. A consumer authorizes a one-time EFT from the consumer's account to pay the fee for the returned item or transfer if the person collecting the fee provides notice to the consumer stating the amount of the fee and that the person may electronically collect the fee, and the consumer goes forward with the underlying transaction[6] (12 CFR 1005.3(b)(3)). These authorization requirements do not apply to fees imposed by the account-holding financial institution for returning the check or EFT or paying the amount of an overdraft (Comment 3(b)(3)-1).

II. Disclosures

Disclosures Generally—12 CFR 1005.4

Required disclosures must be clear and readily understandable, in writing, and in a form the consumer may keep. The required disclosures may be provided to the consumer in electronic form, if the consumer affirmatively consents after receiving a notice that complies with the E-Sign Act (12 CFR 1005.4(a)(1)).

Disclosures may be made in a language other than English, if the disclosures are made available in English upon the consumer's request (12 CFR 1005.4(a)(2)).

A financial institution has the option of disclosing additional information and combining disclosures required by other laws (for example, Truth in Lending disclosures) with Regulation E disclosures (12 CFR 1005.4(b)).

A financial institution may combine required disclosures into a single statement if a consumer holds two or more accounts at the financial institution. Thus, a single periodic statement or error resolution notice is sufficient for multiple accounts. In addition, it is only necessary for a financial institution to provide one set of disclosures for a joint account (12 CFR 1005.4(c)(l) and (2)).

Two or more financial institutions that jointly provide EFT services may contract among themselves to meet the requirements that the regulation imposes on any or all of them. When making initial disclosures (see 12 CFR 1005.7) and disclosures of a change in terms or an error resolution notice (see 12 CFR 1005.8), a financial institution in a shared system only needs to make disclosures that are within its knowledge and apply to its relationship with the consumer for whom it holds an account (12 CFR 1005.4(d)).

Initial Disclosure of Terms and Conditions—12 CFR 1005.7

Financial institutions must provide initial disclosures of the terms and conditions of EFT services before the first EFT is made or at the time the consumer contracts for an EFT service. They must give a summary of various consumer rights under the regulation, including the consumer's liability for unauthorized EFTs, the types of EFTs the consumer

5. For POS transactions, the notice must be posted in a prominent and conspicuous location and a copy of the notice must be provided to the consumer at the time of the transaction (12 CFR 1005.3(b)(2)(i) and (ii) and Comment 3(b)(2)-3).

6. For POS transactions, the notice must be posted in a prominent and conspicuous location and a copy of the notice must either be provided to the consumer at the time of the transaction or mailed to the consumer's address as soon as reasonably practicable after the person initiates the EFT to collect the fee (12 CFR 1005.3(b)(3)).

may make, limits on the frequency or dollar amount, fees charged by the financial institution, and the error-resolution procedures. Appendix A to Part 1005 provides model clauses that financial institutions may use to provide the disclosures.

Timing of disclosures. Financial institutions must make the required disclosures at the time a consumer contracts for an electronic fund transfer service or before the first electronic fund transfer is made involving the consumer's account (12 CFR 1005.7(a)).

Disclosures given by a financial institution earlier than the regulation requires (for example, when the consumer opens a checking account) need not be repeated when the consumer later authorizes an electronic check conversion or agrees with a third party to initiate preauthorized transfers to or from the consumer's account, unless the terms and conditions differ from the previously disclosed term. This interpretation also applies to any notice provided about one-time EFTs from a consumer's account initiated using information from the consumer's check. On the other hand, if an agreement for EFT services to be provided by an account-holding financial institution is directly between the consumer and the account-holding financial institution, disclosures must be given in close proximity to the event requiring disclosure, for example, when the consumer contracts for a new service (Comment 7(a)-1).

Where a consumer authorizes a third party to debit or credit the consumer's account, an account-holding financial institution that has not received advance notice of the transfer or transfers must provide the required disclosures as soon as reasonably possible after the first debit or credit is made, unless the financial institution has previously given the disclosures (Comment 7(a)-2).

If a consumer opens a new account permitting EFTs at a financial institution, and the consumer has already received subpart A disclosures for another account at that financial institution, the financial institution need only disclose terms and conditions that differ from those previously given (Comment 7(a)-3).

If a financial institution joins an interchange or shared network system (which provides access to terminals operated by other financial institutions), disclosures are required for additional EFT services not previously available to consumers if the terms and conditions differ from those previously disclosed (Comment 7(a)-4).

A financial institution may provide disclosures covering all EFT services that it offers, even if some consumers have not arranged to use all services (Comment 7(a)-5).

Addition of EFT services. A financial institution must make disclosures for any new EFT service added to a consumer's account if the terms and conditions are different from those described in the initial disclosures. ECK transactions may be a new type of transfer requiring new disclosures (See Appendix A-2 and Comment 7(c)-1).

Content of disclosures. 12 CFR 1005.7(b) requires a financial institution to provide the following disclosures as they apply:

- *Liability of consumers for unauthorized electronic fund transfers.* The financial institution must include a summary of the consumer's liability (under 12 CFR 1005.6, state law, or other applicable law or agreement) for unauthorized transfers (12 CFR 1005.7(b)(1)). A financial institution does not need to provide the liability disclosures if it imposes no liability. If it later decides to impose liability, it must first provide the disclosures (Comment 7(b)(1)-1). The financial institution can choose to include advice on promptly reporting unauthorized transfers or the loss or theft of the access device (Comment 7(b)(1)-3).
- *Telephone number and address.* A financial institution must provide a specific telephone number and address, on or with the disclosure statement, for reporting a lost or stolen access device or a possible unauthorized transfer (Comment 7(b)(2)-2). Except for the telephone number and address for reporting a lost or stolen access device or a possible unauthorized transfer, the disclosure may insert a reference to a telephone number that is readily available to the consumer, such as "Call your branch office. The number is shown on your periodic statement" (Comment 7(b)(2)-2).
- *Business days.* The financial institution's business days (12 CFR 1005.7(b)(3)).
- *Types of transfers; limitations on frequency or dollar amount.* Limitations on the frequency and dollar amount of transfers generally must be disclosed in detail (12 CFR 1005.7(b)(4)). If the confidentiality of certain details is essential to the security of an account or system, these details may be withheld (but the fact that limitations exist must still be disclosed).[7] A limitation on account activity that restricts the consumer's ability to make EFTs must be disclosed even if the restriction also applies to transfers made by

7. For example, if a financial institution limits cash ATM withdrawals to $100 per day, the financial institution may disclose that daily withdrawal limitations apply and need not disclose that the limitations may not always be in force (such as during periods when its ATMs are off-line) (Comment 7(b)(4)-1).

non-electronic means.[8] Financial institutions are not required to list preauthorized transfers among the types of transfers that a consumer can make (Comment 7(b)(4)-3). Financial institutions must disclose the fact that one-time EFTs initiated using information from a consumer's check are among the types of transfers that a consumer can make (See Appendix A-2 and Comment 7(b)(4)-4).

- *Fees.* A financial institution must disclose all fees for EFTs or for the right to make EFTs (12 CFR 1005.7(b)(5)). Other fees, for example, minimum-balance fees, stop-payment fees, account overdrafts, or ATM inquiry fees, may, but need not, be disclosed under Regulation E (see Regulation DD, 12 CFR Part 1030) and (Comment 7(b)(5)-1). A per-item fee for EFTs must be disclosed even if the same fee is imposed on non-electronic transfers. If a per-item fee is imposed only under certain conditions, such as when the transactions in the cycle exceed a certain number, those conditions must be disclosed. Itemization of the various fees may be on the disclosure statement or on an accompanying document referenced in the statement (Comment 7(b)(5)-2).

  A financial institution must disclose that networks used to complete the EFT as well as an ATM operator, may charge a fee for an EFT or for balance inquiries (12 CFR 1005.7(b)(11)).

- *Documentation.* A summary of the consumer's right to receipts and periodic statements, as provided in 12 CFR 1005.9, and notices regarding preauthorized transfers as provided in 12 CFR 1005.10(a) and 1005.10(d) (12 CFR 1005.7 (b)(6)).

- *Stop payment.* A summary of the consumer's right to stop payment of a preauthorized electronic fund transfer and the procedure for placing a stop-payment order, as provided in 12 CFR 1005.10(c) and 12 CFR 1005.7(b)(7).

- *Liability of institution.* A summary of the financial institution's liability to the consumer under Section 910 of the EFTA for failure to make or to stop certain transfers (12 CFR 1005.7(b)(8)).

- *Confidentiality.* The circumstances under which, in the ordinary course of business, the financial institution may provide information concerning the consumer's account to third parties (12 CFR 1005.7(b)(9)). A financial institution must describe the circumstances under which any information relating to an account to or from which EFTs are permitted will be made available to third parties, not just information concerning those EFTs. Third parties include other subsidiaries of the same holding company (Comment 7(b)(9)-1).

- *Error resolution.* The error-resolution notice must be substantially similar to Model Form A-3 in Appendix A of Part 1005. A financial institution may use different wording so long as the substance of the notice remains the same, may delete inapplicable provisions (for example, the requirement for written confirmation of an oral notification), and may substitute substantive state law requirements affording greater consumer protection than Regulation E (Comment 7(b)(10)-1). To take advantage of the longer time periods for resolving errors under 12 CFR 1005.11(c)(3) (for new accounts as defined in Regulation CC, transfers initiated outside the United States, or transfers resulting from POS debit card transactions), a financial institution must have disclosed these longer time periods. Similarly, a financial institution relying on the exception from provisional crediting in 12 CFR 1005.11(c)(2) for accounts relating to extensions of credit by securities brokers and dealers (Regulation T, 12 CFR Part 220) must disclose accordingly (Comment 7(b)(10)-2).

- *ATM fees.* A notice that a fee may be imposed by an automated teller machine operator as defined in §1005.16(a), when the consumer initiates an electronic fund transfer or makes a balance inquiry, and by any network used to complete the transaction.

Change in Terms; Error Resolution Notice—12 CFR 1005.8

If a financial institution contemplates a change in terms, it must mail or deliver a written or electronic notice to the consumer at least 21 days before the effective date of any change in a term or condition required to be disclosed under 12 CFR 1005.7(b) if the change would result in any of the following:

- increased fees or charges;
- increased liability for the consumer;
- fewer types of available EFTs; or
- stricter limitations on the frequency or dollar amounts of transfers (12 CFR 1005.8(a)(1)).

If an immediate change in terms or conditions is necessary to maintain or restore the security of an EFT system or account, the financial institution does not need to give prior notice. However, if the change is to be permanent, the financial institution must provide notice in writing of the change to the consumer on or with the next regularly scheduled periodic statement or within 30 days, unless disclosures would jeopardize the security of the

8. For example, Regulation D (12 CFR 1004) restricts the number of payments to third parties that may be made from a money market deposit account; a financial institution that does not execute fund transfers in excess of those limits must disclose the restriction as a limitation on the frequency of EFTs (Comment 7(b)(4)-2).

system or account (12 CFR 1005.8(a)(2)).

For accounts to or from which EFTs can be made, the financial institution must mail, deliver, or provide electronically to the consumer at least once each calendar year, the error resolution notice in 12 CFR 1005 Appendix A—Model Form A-3, or one substantially similar. Alternatively, the financial institution may include an abbreviated error resolution notice substantially similar to the notice set out in Appendix A (Model Form A-3) with each periodic statement (12 CFR 1005.8(b)).

Disclosures at Automated Teller Machines—12 CFR 1005.16

An ATM operator that charges a fee is required to provide notice that a fee will be imposed and disclose the amount of the fee. The notice must be provided either by showing it on the screen of the automated teller machine or on paper before the consumer is committed to paying a fee (12 CFR 1005.16(b) and (c)).

The "clear and readily understandable standard" under 12 CFR 1005.4(a) applies to the content of the notice. The requirement that the notice be in a retainable format only applies to printed notices (not those on the ATM screen).

The fee may be imposed by the ATM operator only if: (1) the consumer is provided the required notice, and (2) the consumer elects to continue the transaction or inquiry after receiving such notice (12 CFR 1005.16(d)).

These fee disclosures are not required where a network owner is not charging a fee directly to the consumer (i.e., some network owners charge an interchange fee to financial institutions whose customers use the network) (Comment 7(b)(5)-3). If the network practices change such that the network charges the consumer directly, these fee disclosure requirements would apply to the network (12 CFR 1005.7(c)).

Overdraft Service Disclosures—12 CFR 1005.17

Disclosure requirements for overdraft services are addressed in Section III of this document.

Gift Card Disclosures—12 CFR 1005.20(c)

Disclosures must be clear and conspicuous and generally in a written or electronic form (except for certain pre-purchase disclosures, which may be given orally) that the consumer may retain. The fees and terms and conditions of expiration that are required to be disclosed prior to purchase may not be changed after purchase.

A number of disclosures must be made on the actual card. Making such disclosures in an accompanying terms and conditions document, on packaging surrounding a certificate or card, or on a sticker or other label affixed to the certificate or card does not constitute a disclosure on the certificate or card. Those disclosures include the following:

- the existence, amount, and frequency of any dormancy, inactivity, or service fee;
- the expiration date for the underlying funds (or the fact that the funds do not expire);
- a toll-free telephone number and (if any) a website that the consumer may use to obtain a replacement certificate or card if the certificate or card expires while underlying funds are still available;
- a statement that the certificate or card expires, but the underlying funds do not expire or expire later than the certificate or card, as well as a statement that the consumer may contact the issuer for a replacement card;[9] and
- a toll-free telephone number and (if any) a website that the consumer may use to obtain information about fees.

Additional disclosure requirements regarding fees. In addition to the disclosure requirements related to dormancy, inactivity, or service fees, all other fees must be disclosed as well. These disclosures must be provided on or with the certificate or card and disclosed prior to purchase. The certificate or card must also disclose a toll-free telephone number and website, if one is maintained, that a consumer may use to obtain fee information or replacement certificates or cards (12 CFR 1005.20(f)).

Disclosure requirements for loyalty, award, or promotional gift cards (12 CFR 1005.20(a)(4)). To qualify for the exclusion for loyalty, award, or promotional gift cards, the following must be disclosed:

- a statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes, which must be included on the front of the card, code, or other device;
- the expiration date for the underlying funds, which must be included on the front of the card, code, or other device;
- the amount of any fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be

9. This requirement does not apply to non-reloadable certificates or cards that expire seven years or more after the date of manufacture.

imposed, which must be provided on or with the card, code, or other device; and

- a toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain fee information, which must be included on the card, code, or other device.

Amendments to Regulation E were issued on August 11, 2010. The amendments implemented legislation that modified the effective date of certain disclosure and card expiration requirements in the gift card provisions of the Credit Card Accountability Responsibility and Disclosure Act of 2009 for cards produced prior to April 1, 2010.

The disclosures and card expiration requirements are

1. disclosures required to be made prior to purchase (see 12 CFR 1005.20(c)(3));
2. disclosures that must be stated on the certificate or card regarding the fees and expiration dates (see 12 CFR 1005.20(d)(2), (e)(1) & (e)(3)); and
3. disclosures that may be provided on or with the certificate or card (see 12 CFR 1005.20(f)).

Gift cards must comply with all other provisions of the gift card rule.

Issuers must make the following disclosures on in-store signs, messages during customer service calls, websites, and general advertising:

- the funds underlying the gift card do not expire;
- consumers have the right to receive a free replacement card, along with the packaging and materials that typically accompany the gift card; and
- the issuer will charge dormancy, inactivity, or service fees only if the fee is permitted by the gift card rule.

The issuer was required to make the disclosures via customer service call center and website until January 31, 2013. See 12 CFR 1005.20(h).

III. Electronic Transaction Overdraft Services Opt-In—12 CFR 1005.17

In recent years overdraft protection services have been extended to cover overdrafts resulting from non-check transactions, including ATM withdrawals, debit card transactions at point of sale, online transactions, preauthorized transfers, and ACH transactions. Generally, institutions charge a flat fee each time an overdraft is paid, although some institutions have a tiered fee structure and charge higher fees based on the amount of the negative balance at the end of the day or as the number of overdrafts increases. Institutions commonly charge the same amount for paying check and ACH overdrafts as they would if they returned the item unpaid. Some institutions also impose a fee for each day the account remains overdrawn. For debit card overdrafts, the[a0]dollar amount of the fee and multiple assessments can exceed the dollar amount of the overdrafts.

In 2005, the agencies[10] issued guidance concerning the marketing, disclosure, and implementation of overdraft programs. The guidance also covers safety and soundness considerations, and establishes a number of best practices financial institutions should incorporate into their overdraft programs. The 2009 revisions to Regulation E supersede portions of the guidance related to ATM and one-time debit card overdraft transactions. However, in addition to the revised Regulation E requirements, institutions should incorporate their agency's overdraft guidance into their overdraft protection programs.

12 CFR 1005.17 was added in the 2009 revision to Regulation E.[11] It provides consumers with a choice to opt into their institution's overdraft protection program and be charged a fee for overdrafts for ATM and one-time debit card transactions. It also requires disclosure of the fees and terms associated with the institution's overdraft service. Before an institution may assess overdraft fees, the consumer must opt in, or affirmatively consent, to the overdraft service for ATM and one-time debit card transactions, and the consumer has an ongoing right to revoke consent. Institutions may not require an opt in for ATM and one-time debit transactions as a condition to the payment of overdrafts for checks and other transactions. The account terms, conditions and features must be the same for consumers who opt in and for those who do not.

Opt-in requirement for overdraft services. The financial institution may assess a fee for paying an ATM or one-time debit card transaction pursuant to an overdraft service only if it has met the following requirements:

- the financial institution has provided the consumer with a written (or, if the consumer agrees, electronic) notice, segregated from all other information, describing the overdraft service;
- the financial institution has provided a reasonable opportunity for the consumer to affirmatively consent (opt in) to the overdraft service for ATM

10. The Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and the National Credit Union Administration, collectively issued joint guidance concerning a service offered by insured depository institutions commonly referred to as "bounced-check protection" or "overdraft protection." This credit service is sometimes offered on both consumer and small business transaction accounts as an alternative to traditional means of covering overdrafts. Joint Guidance on Overdraft Protection Programs (February 18, 2005).

11. 74 Fed. Reg. 59033, Nov. 17, 2009; 75 Fed. Reg. 31665, June 4, 2010.

and one-time debit card transactions;

- the financial institution has obtained the consumer's affirmative consent (opt in) for ATM and one-time debit card transactions; and
- the financial institution has mailed or delivered written (or, if the consumer agrees, electronic) confirmation of the consent, including a statement informing the consumer of the right to revoke consent. An institution complies if it adopts reasonable procedures to ensure that it assesses overdraft fees only for transactions paid after mailing or delivering the confirmation to the consumer (12 CFR 1005.17(b)(1); Comment 17(b)-7).

Fee prohibitions. As a general rule, an institution may not charge overdraft fees for paying an ATM or one-time debit card transaction unless the consumer has opted in. The fee prohibition also applies to an institution that has a policy and practice of not paying an ATM or one-time debit card overdraft when it reasonably believes at the time of the authorization request that the consumer does not have sufficient funds available to pay the transaction, although the institution does not have to comply with the notice and opt-in requirements (Comment17(b)-1(iv)).

Lack of consent does not prohibit the financial institution from paying ATM or one-time debit card overdrafts. However, the financial institution may charge a fee only if the consumer has consented to the institution's overdraft service for ATM and one-time debit card transactions (Comment 17(b)-2). Conversely, the financial institution is not required to pay an ATM or one-time debit card overdraft even if the consumer has consented to pay a fee (Comment 17(b)-3).

For a consumer who has not opted in, if a fee or charge is based on the amount of the outstanding negative balance, an institution may not charge a fee for a negative balance that is solely attributable to an ATM or one-time debit card transaction. However, an institution may assess a fee if the negative balance is attributable in whole or in part to a check, ACH transaction or other type of transaction not subject to the prohibition on assessing overdraft fees (Comment 17(b)-8).

For a consumer who has not opted in, the institution may not assess daily or sustained negative balance, overdraft, or similar fees for a negative balance, based solely on ATM or one-time debit card transactions. However, if the negative balance is attributable in part to a check, ACH transaction, or other type of transaction not subject to the prohibition on assessing overdraft fees, the institution may charge a daily or sustained overdraft or similar fee, even if the consumer has not opted in. The date the fee may be charged is based on the date on which the check, ACH, or other type of transaction is paid into overdraft (Comment 17(b)-9).

Contents and format of notice. The notice describing the overdraft service must be substantially similar to Model Form A-9. The notice must include all of the following items and may not contain any other information not expressly specified or otherwise permitted:

- a brief description of the overdraft service and the types of transactions for which the financial institution may charge a fee;
- the dollar amount of any fee that may be charged for an ATM or one-time debit card transaction, including any daily or other overdraft fees;[12]
- the maximum number of fees that may be charged per day, or, if applicable, that there is no limit;
- an explanation of the right to affirmatively consent to the overdraft service, including the methods by which the consumer may consent;[13] and
- the availability of a line of credit or a service that transfers funds from another account to cover overdrafts, if the financial institution offers those alternatives[14] (12 CFR 1005.17(d)(1) through (d)(5)).

The financial institution also may (but is not required to) include the following information, to the extent applicable:

- disclosure of the right to opt into, or out of, the payment of overdrafts for other types of transactions (e.g., checks, ACH transactions, or automatic bill payments) and a means for the consumer to exercise such choices;
- disclosure of the financial institution's returned item fee, as well as the fact that merchants may charge additional fees; and
- disclosure of the right to revoke consent (12 CFR 1005.17(d)(6)).

Reasonable opportunity to consent. The financial

12. If the amount of the fee may vary based on the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the financial institution must disclose the maximum fee.

13. Institutions may tailor the response portion of Model Form A-9 to the methods offered. For example, a tear-off portion of Model Form A-9 is not necessary if consumers may only opt in by telephone or electronically (Comment 17(d)-3).

14. If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, the institution must state in its opt-in notice that both alternative plans are offered. If the institution offers one, but not the other, it must state in its opt-in notice the alternative plan that it offers. If the institution does not offer either plan, it should omit the reference to the alternative plans (Comment 17(d)-5). If the financial institution offers additional alternatives for paying overdrafts, it may (but is not required to) disclose those alternatives (12 CFR 1005.17(d)(5)).

institution must provide a reasonable opportunity to consent. Reasonable methods of consent include mail, if the financial institution provides a form for the consumer to fill out and mail; telephone, if the financial institution provides a readily available telephone line that the consumer may call; electronic means, if the financial institution provides a form that can be accessed and processed at its website, where the consumer may click on a box to consent and click on a button to affirm consent; or in person, if the financial institution provides a form for the consumer to complete and present at a branch or office (Comment 17(b)-4). The financial institution may provide the opportunity to consent and require the consumer to make a choice as a step to opening an account (Comment 17(b)-5).

Affirmative consent is necessary. An important feature of the opt in is that the consumer's affirmative consent is necessary before the institution may charge overdraft fees for paying an ATM or one-time debit card transaction (12 CFR 1005.17 (b)(iii)). The consent must be separate from other consents or acknowledgments (including a consent to receive disclosures electronically). Check boxes are allowed, but the check box and the consumer's signature may only apply to the consumer's consent to opt in. Preprinted disclosures about the overdraft service provided with a signature card or contract do not constitute affirmative consent (Comment 17(b)-6).

Confirmation and consumer's right to revoke. Not only must the consumer affirmatively consent, but the institution must mail or deliver to the consumer a written confirmation (or electronic, if the consumer agrees) that the consumer has consented, along with a statement informing the consumer of the right to revoke the consent at any time (12 CFR 1005.17(b)(iv) and Comment 17(b)-7). An institution complies with the confirmation requirement if it has adopted reasonable procedures to ensure that overdraft fees are assessed only on transactions paid after the confirmation is mailed or delivered to the consumer (Comment 17(b)-7)).

Assessing fees. For consumers who have not opted in, institutions are prohibited from charging overdraft fees for paying those transactions. This prohibition applies to daily or sustained overdraft, negative balance, or similar fees. However, the rule does not prohibit an institution from assessing these fees if the negative balance is attributable, in whole or part, to a check, ACH or other transaction not subject to the fee prohibition. However, if the negative balance is attributable in part to an ATM transaction, for example, and in part to a check, a fee may be assessed based on the date when the check is paid into overdraft, not the date of the ATM or one-time debit transaction.

Conditioning payment of other overdrafts. The financial institution may not condition the payment of other types of overdraft transactions on the consumer's affirmative consent, and the financial institution may not decline to pay other types of overdraft transactions because the consumer has not affirmatively consented to the payment of ATM and one-time debit card overdrafts (12 CFR 1005.17(b)(2)). In other words, the financial institution may not use different criteria for paying other types of overdraft transactions for consumers who have consented and for consumers who have not consented (Comment 17(b)(2)-1).

Same account terms, conditions, and features. In addition, the financial institution must provide to consumers who do not affirmatively consent the same account terms, conditions, and features (except the payment of ATM and one-time debit overdrafts) that are available to consumers who do affirmatively consent (12 CFR 1005.17(b)(3)). That requirement includes, but is not limited to

- interest rates paid;
- fees assessed;
- the type of ATM or debit card provided to the depositor;[15]
- minimum balance requirements; and
- online bill payment services (Comment 17(b)(3)-1).

Joint accounts. Any one account holder may consent, or revoke consent, for payment of ATM or one-time debit card transactions from a joint account (12 CFR 1005.17(e)).

Continuing right to consent or revoke. A consumer may consent to the payment of ATM and one-time debit card overdrafts at any time. A consumer may also revoke consent at any time. The financial institution must implement a revocation as soon as reasonably practicable (12 CFR 1005.17(f)). The financial institution need not waive overdraft fees assessed before it implements the consumer's revocation (Comment 17(f)-1).

Duration of consent. Consent remains effective until the consumer revokes it, unless the financial institution terminates the overdraft service (12 CFR 1005.17(g)). The financial institution may terminate the overdraft service, for example, if the consumer makes excessive use of the service (Comment 17(g)-1).

Effective date. The overdraft services rule became effective on January 19, 2010, and compliance became mandatory on July 1, 2010. For accounts opened on or after July 1, 2010, the

15. For example, the financial institution may not provide a PIN-only debit card to consumers who do not opt in and a debit card with both PIN and signature-debit features to consumers who do opt in.

financial institution must obtain consent before charging a fee for payment of any ATM or one-time debit overdraft. However, for accounts opened before July 1, 2010, the financial institution may not charge a fee for paying any ATM or one-time debit overdraft on or after August 15, 2010, unless it has obtained consent (See 12 CFR 1005.17(c)).

IV. Issuance of Access Devices—12 CFR 1005.5 and 1005.18

In general, a financial institution may issue an access device to a consumer only in the following cases:

- the consumer requested it in writing or orally.[16]
- it is a renewal of, or a substitute for, an accepted access device (as defined in 12 CFR 1005.2(a)). See 12 CFR 1005.5(a).

Only one renewal or substitute device may replace a previously issued device. A financial institution may provide additional devices at the time it issues the renewal or substitute access device provided the institution complies with the requirements for issuing unsolicited access devices for the additional devices (Comments 5(a)(2)-1 and 5(b)-5).

A financial institution may issue an unsolicited access device only if the access device meets all of the following criteria. The access device is

- not validated—that is, it cannot be used to initiate an EFT.
- accompanied by the explanation that it is not validated and how the consumer may dispose of it if the consumer does not wish to validate it.
- accompanied by a complete disclosure, in accordance with 12 CFR 1005.7, of the consumer's rights and liabilities that will apply if the access device is validated.
- validated only upon oral or written request from the consumer and after a verification of the consumer's identity by some reasonable means (12 CFR 1005.5(b)).

The financial institution may use any reasonable means of verifying the consumer's identity, but the consumer is not liable for any unauthorized transfers if an imposter succeeds in validating the access device (Comment 5(b)-4).

Payroll card access devices. Consistent with 12 CFR 1005.5(a), a financial institution may issue a payroll card access device only in response to an oral or written request for the device or as a renewal or substitute for an accepted access device. A consumer is deemed to request an access device for a payroll account when the consumer chooses to receive salary or other compensation through a payroll card account (Comment 18(a)-1).

EFT added to credit card. The EFTA and Regulation E apply when the capability to initiate EFTs is added to an accepted credit card (as defined under Regulation Z). The EFTA and Regulation E also apply to the issuance of an access device that permits credit extensions under a preexisting agreement between the consumer and a financial institution to extend credit only to cover overdrafts (or to maintain a specified minimum balance). The Truth in Lending Act and Regulation Z govern the addition of a credit feature to an accepted access device, and except as discussed above, the issuance of a credit card that is also an access device. For information on the relationship of Regulation E to other laws, including Truth in Lending, see 12 CFR 1005.12.

V. Consumer Liability and Error Resolution

Liability of Consumers for Unauthorized Transfers—12 CFR 1005.6

A consumer may be liable for an unauthorized EFT (defined in 12 CFR 1005.2(m)) depending on when the consumer notifies the financial institution and whether an access device was used to conduct the transaction. Under the EFTA, there is no bright-line time limit within which consumers must report unauthorized EFTs (71 Fed. Reg. 1638, 1653 (Jan. 10, 2006)).

The extent of the consumer's liability is determined solely by the consumer's promptness in notifying the financial institution (Comment 6(b)-3). Other factors *may not* be used as a basis to hold consumers liable. 12 CFR 1005.6 expressly prohibits the following factors as the basis for imposing greater liability than is permissible: the consumer was negligent (e.g., wrote a PIN on an ATM card), an agreement between the consumer and the financial institution provides for greater liability, or the consumer is liable for a greater amount under state law (Comment 6(b)-2 and 6(b)-3).

A consumer may only be held liable for an unauthorized transaction, within the limitations set forth in 12 CFR 1005.6(b), if

- the financial institution has provided all of the following written disclosures to the consumer:
  - a summary of the consumer's liability for unauthorized EFTs
  - the telephone number and address for reporting that an unauthorized EFT has been or may be made

16. For a joint account, a financial institution may issue an access device to each account holder for whom the requesting holder specifically requests an access device (Comment 5(a)(1)-1).

– the financial institution's business days

- any access device used to affect the EFT was an accepted access device (as defined in 12 CFR 1005.2(a)).
- the financial institution has provided a means to identify the consumer to whom the access device was issued (12 CFR 1005.6(a)).

12 CFR 1005.6 allows, but does not require, the financial institution to provide a separate means to identify each consumer of a multiple-user account (Comment 6(a)-2).

The limitations on the amount of consumer liability for unauthorized EFTs, the time limits within which consumers must report unauthorized EFTs, and the liability for failing to adhere to those time limits, are listed in the chart below. The financial institution may impose less consumer liability than is provided by 12 CFR 1005.6 based on state law or the deposit agreement (12 CFR 1005.6(b)(6)).

Consumer Liability for Unauthorized Transfers

Event	Timing of Consumer Notice to Financial Institution	Maximum Liability
Loss or theft of access device[1]	Within two business days after learning of loss or theft	Lesser of $50 *or* total amount of unauthorized transfers
Loss or theft of access device	More than two business days after learning of loss or theft up to 60 calendar days after transmittal of statement showing first unauthorized transfer made with access device	Lesser of $500 *or* the sum of: (a) $50 or the total amount of unauthorized transfers occurring in the first two business days, whichever is less, *and* (b) The amount of unauthorized transfers occurring after two business days and before notice to the financial institution.[2]
Loss or theft of access device	More than 60 calendar days after transmittal of statement showing first unauthorized transfer made with access device	For transfers occurring within the 60-day period, the lesser of $500 *or* the sum of (a) Lesser of $50 or the amount of unauthorized transfers in first two business days, *and* (b) The amount of unauthorized transfers occurring after two business days. For transfers occurring after the 60-day period, unlimited liability (until the financial institution is notified).[3]
Unauthorized transfer(s) not involving loss or theft of an access device	Within 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears	No liability.
Unauthorized transfer(s) not involving loss or theft of an access device	More than 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears	Unlimited liability for unauthorized transfers occurring 60 calendar days after the periodic statement and before notice to the financial institution.

1. Includes a personal identification number (PIN) if used without a card in a telephone transaction, for example.
2. Provided the financial institution demonstrates that these transfers would not have occurred had notice been given within the two-business-day period.
3. Provided the financial institution demonstrates that these transfers would not have occurred had notice been given within the 60-day period.

Knowledge of loss or theft. The fact that a consumer has received a periodic statement reflecting an unauthorized transaction is a factor, but not conclusive evidence, in determining whether the consumer had knowledge of a loss or theft of the access device (Comment 6(b)(1)-2).

Timing of notice. If a consumer's delay in notifying a financial institution was due to extenuating circumstances, such as extended travel or hospitalization, the time periods for notification specified above must be extended to a reasonable time (12 CFR 1005.6(b)(4); Comment 6(b)(4)-1).

Notice to the financial institution. A consumer gives notice to a financial institution about unauthorized use when the consumer takes reasonable steps to provide the financial institution with the pertinent information, whether or not a particular employee actually receives the information (12 CFR 1005.6(b)(5)(i)). Even if the consumer is unable to provide the account number or the card number, the notice effectively limits the consumer's liability if the consumer sufficiently identifies the account in question, for example, by giving the name on the account and the type of account (Comment 6(b)(5)-3). At the consumer's option, notice may be given in person, by telephone, or in writing (12 CFR 1005.6(b)(5)(ii)). Notice in writing is considered given at the time the consumer mails the notice or delivers the notice for transmission by any other usual means to the financial institution. Notice may also be considered given when the financial institution becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer has been or may be made (12 CFR 1005.6(b)(5)(iii)).

Relation of error resolution to Truth in Lending. The liability and error resolution provisions in 12 CFR 1005.6 and 1005.11 apply to an extension of credit that occurs under an agreement between the consumer and a financial institution to extend credit when the consumer's account is overdrawn, to maintain a specified minimum balance in the consumer's account, or under an overdraft service (12 CFR 1005.12(a)(1)(ii)). As provided in 12 CFR 1005.12 and related commentary, for transactions involving access devices that also function as credit cards, the liability and error resolution provisions in 12 CFR 1005.6 and 1005.11 or Regulation Z will apply depending on the nature of the transaction:

- If the unauthorized use of a combined access device–credit card solely involves an extension of credit, other than an extension of credit described under 12 CFR 1005.12(a)(1)(iii), and does not involve an EFT, for example, when the card is used to draw cash advances directly from a credit line, only the error resolution provisions of Regulation Z will apply.
- If the unauthorized use of a combined access device–credit card involves only an EFT, for example, debit card purchases or cash withdrawals at an ATM from a checking account, only the error resolution provisions of 12 CFR 1005.6 and 1005.11 will apply.
- If a combined access device–credit card is stolen and unauthorized transactions are made by using the card as both a debit card and a credit card, 12 CFR 1005.6 and 1005.11 will apply to the unauthorized transactions in which the card was used as a debit card, and Regulation Z will apply to the unauthorized transactions in which the card was used as a credit card.

Procedures for Resolving Errors—12 CFR 1005.11

This section defines the term *error* and describes the steps the consumer must take when asserting an error in order to receive the protection of the EFTA and 12 CFR 1005.11, and the procedures that a financial institution must follow to resolve an alleged error under this section.

An *error* includes any of the following:

- an unauthorized EFT
- an incorrect EFT to or from the consumer's account
- the omission from a periodic statement of an EFT to or from the consumer's account that should have been included
- a computational or bookkeeping error made by the financial institution relating to an EFT
- the consumer's receipt of an incorrect amount of money from an electronic terminal
- an EFT not identified in accordance with the requirements of 12 CFR 1005.9 or 1005.10(a)
- a consumer's request for any documentation required by 12 CFR 1005.9 or 1005.10(a) or for additional information or clarification concerning an EFT (12 CFR 1005.11(a)(1))

The term *error* does not include:

- a routine inquiry about the balance in the consumer's account or a request for duplicate copies of documentation or other information that is made only for tax or other record-keeping purposes (12 CFR 1005.11(a)(2)(i), (ii), and (iii))
- the fact that a financial institution does not make a terminal receipt available for a transfer of $15 or less in accordance with 12 CFR 1005.9(e) (Comment 11(a)-6)

A financial institution must comply with the error resolution procedures in 12 CFR 1005.11 with respect to any oral or written notice of error from the

consumer that

- the financial institution receives not later than 60 days after sending a periodic statement or other documentation first reflecting the alleged error (see 12 CFR 1005.14 and 1005.18)
- enables the financial institution to identify the consumer's name and account number
- indicates why the consumer believes the error exists and, to the extent possible, the type, date, and amount of the error (12 CFR 1005.11(b)(1))

A financial institution may require a consumer to give written confirmation of an error within 10 business days of giving oral notice. The financial institution must provide the address where confirmation must be sent (12 CFR 1005.11(b)(2)).

Error resolution procedures. After receiving a notice of error, the financial institution must do all of the following:

- promptly investigate the oral or written allegation of error;
- complete its investigation within 10 business days (12 CFR 1005.11(c)(1));
- report the results of its investigation within three business days after completing its investigation;
- correct the error within one business day after determining that an error has occurred.

The financial institution may take up to 45 calendar days (12 CFR 1005.11(c)(2)) to complete its investigation provided it

- provisionally credits the funds (including interest, where applicable) to the consumer's account within the 10 business-day period
- advises the consumer within two business days of the provisional crediting
- gives the consumer full use of the funds during the investigation

A financial institution need not provisionally credit the account to take up to 45 calendar days to complete its investigation if the consumer fails to provide the required written confirmation of an oral notice of error, or if the notice of error involves an account subject to the margin requirements or other aspects of Regulation T (Securities Credit by Brokers and Dealers, 12 CFR Part 220) (12 CFR 1005.11(c)(2)(i)(B)).

However, where an error involves an unauthorized EFT, the financial institution must comply with the requirements of the provisions relating to unauthorized EFTs before holding the consumer liable, even if the consumer does not provide a notice of error within the time limits in 12 CFR 1005.11(b) (Comment 11(b)(1)-7).

When investigating a claim of error, the financial institution need only review its own records if the alleged error concerns a transfer to or from a third party, and there is no agreement between the financial institution and the third party for the type of EFT involved (12 CFR 1005.11(c)(4)). However, the financial institution may not limit its investigation solely to the payment instructions where other information within the financial institution's records pertaining to a particular account may help to resolve a consumer's claim (Comment 11(c)(4)-5).

If, after investigating the alleged error, the financial institution determines that an error has occurred, it must promptly (within one business day after such determination) correct the error, including the crediting of interest if applicable. The financial institution must provide within three business days of the completed investigation an oral or written report of the correction to the consumer and, as applicable, notify the consumer that the provisional credit has been made final (12 CFR 1005.11(c)(2)(iii) and (iv)).

If the financial institution determines that no error occurred or that an error occurred in a different manner or amount from that described by the consumer, the financial institution must mail or deliver a written explanation of its findings within three business days after concluding its investigation. The explanation must include a notice of the consumer's rights to request the documents upon which the financial institution relied in making its determination (12 CFR 1005.11(d)).

Upon debiting a provisionally credited amount, the financial institution must notify the consumer of the date and amount of the debit and of the fact that the financial institution will honor (without charge) checks, drafts, or similar paper instruments payable to third parties and preauthorized debits for five business days after transmittal of the notice. The financial institution need honor only items that it would have paid if the provisionally credited funds had not been debited. Upon request from the consumer, the financial institution must promptly mail or deliver to the consumer copies of documents upon which it relied in making its determination (12 CFR 1005.11(d)(2)).

If a notice involves an error that occurred within 30 days after the first deposit to the account was made, the time periods are extended from 10 and 45 days, to 20 and 90 days, respectively. If the notice of error involves a transaction that was not initiated in a state or resulted from a point-of-sale debit card transaction, the 45-day period is extended to 90 days (12 CFR 1005.11(c)(3)).

If a financial institution has fully complied with the investigation requirements, it generally does not need to reinvestigate if a consumer later reasserts the same error. However, it must investigate a claim

of error asserted by a consumer following receipt of information provided pursuant to 12 CFR 1005.11 (a)(1)(vii) and 12 CFR 1005.11(e).

VI. Receipts and Periodic Statements

Documentation of Transfers—12 CFR 1005.9

Electronic terminal receipts. Receipts must be made available at the time a consumer initiates an EFT at an electronic terminal (12 CFR 1005.9(a)). Financial institutions may provide receipts only to consumers who request one (Comment 9(a)-1). The receipt must include, as applicable:

- *Amount of the transfer*—a charge for making the transfer may be included in the amount, provided the charge is disclosed on the receipt and on a sign posted on or at the terminal.
- *Date*—the date the consumer initiates the transfer.
- *Type of transfer and type of account*—descriptions such as "withdrawal from checking" or "transfer from savings to checking" are appropriate. This is true even if the accounts are only similar in function to a checking account (such as a share draft or NOW account) or a savings account (such as a share account). If the access device used can only access one account, the type of account may be omitted (Comments 9(a)(3)-1; 9(3)-2; 9(3)-4; and 9(3)-5).
- *Number or code identifying the consumer's account(s) or the access device used to initiate the transfer*—the number and code need not exceed four digits or letters.
- *Location of the terminal*—The location of the terminal where the transfer is initiated or an identification, such as a code or terminal number. If the location is disclosed, except in limited circumstances where all terminals are located in the same city or state, the receipt must include the city and state or foreign country and one of the following:
  - street address of the terminal;
  - generally accepted name for the location of the terminal (such as an airport, shopping center, or branch of a financial institution); or
  - name of the entity (if other than the financial institution providing the statement) at whose place of business the terminal is located, such as a store, and the city, state, or foreign country (12 CFR 1005.9(a)(5)).
- *Third party*—Name of any third party to or from whom funds are transferred—a code may be used to identify the party if the code is explained on the receipt. This requirement does not apply if the name of the party is provided by the consumer in a manner the terminal cannot duplicate on the receipt, such as on a payment stub (12 CFR 1005.9(a)(6) and Comment 9(a)(6)-1).

Receipts are not required for EFTs of $15 or less (12 CFR 1005.9(e)).

Periodic statements. Periodic statements must be sent for each monthly cycle in which an EFT has occurred, and at least quarterly if no EFT has occurred (12 CFR 1005.9(b)). For each EFT made during the cycle, the statement must include, as applicable:

- amount of the transfer—if a charge was imposed at an electronic terminal by the owner or operator of the terminal, that charge may be included in the amount
- date the transfer was posted to the account
- type of transfer(s) and type of account(s) to or from which funds were transferred
- for each transfer (except deposits of cash, or a check, draft or similar paper instrument to the consumer's account) initiated at an electronic terminal, the terminal location as required for the receipt under 12 CFR 1005.9(a)(5)
- name of any third-party payee or payor
- account number(s)
- total amount of any fees and charges, other than a finance charge as defined by Regulation Z, assessed during the period for making EFTs, the right to make EFTs, or for account maintenance
- balance in the account at the beginning and close of the statement period
- address and telephone number to be used by the consumer for inquiries or notice of errors. If the financial institution has elected to send the abbreviated error notice with every periodic statement, the address and telephone number may appear on that document.
- if the financial institution has provided a telephone number which the consumer can use to find out whether or not a preauthorized transfer has taken place, that telephone number

Exceptions to the periodic statement requirement for certain accounts

- *Passbook accounts.* Where a consumer's passbook may not be accessed by an EFT other than preauthorized transfers to the account, a periodic statement need not be sent, provided that the financial institution updates the consumer's passbook or provides the required information on a separate document at the consumer's request. To update the passbook, the amount and date of

each EFT made since the passbook was last presented must be listed (12 CFR 1005.9(c)(1)(i)). For other accounts that may be accessed only by preauthorized transfers to the account, the financial institution must send a periodic statement at least quarterly (12 CFR 1005.9(c)(1)(ii)).

- *Transfers between accounts.* If a transfer occurs between two accounts of the consumer at the same financial institution, the transfer need only be documented for one of the two accounts (12 CFR 1005.9(c)(2)). A preauthorized transfer between two accounts of the consumer at the same financial institution is subject to the 12 CFR 1005.9(c)(1) rule on preauthorized transfers and not the 12 CFR 1005.9(c)(2) rule on intra-institutional transfers (12 CFR 1005.9(c)(3)).
- *Documentation for foreign-initiated transfers.* If an EFT is initiated outside the United States, the financial institution need not provide a receipt or a periodic statement reflecting the transfer if it treats an inquiry for clarification or documentation as a notice of error (12 CFR 1005.9(d)).

Alternatives to Periodic Statements for Financial Institutions Offering Payroll Card Accounts—12 CFR 1005.18

This section provides an alternative to providing periodic statements for payroll card accounts if financial institutions make the account information available to consumers by specific means. In addition, this section clarifies how financial institutions that do not provide periodic statements for payroll card accounts can comply with the subpart A requirements relating to initial disclosures, the annual error resolution notice, liability limits, and the error resolution procedures.

Typically, employers and third-party service providers do not meet the definition of a "financial institution" subject to the regulation because they neither (i) hold payroll card accounts nor (ii) issue payroll cards and agree with consumers to provide EFT services in connection with payroll card accounts. However, to the extent an employer or a service provider undertakes either of these functions, it would be deemed a financial institution under the regulation (Comment 18(a)-2).

Alternative to Periodic Statements. A financial institution does not need to furnish periodic statements required by 12 CFR 1005.9(b) if the financial institution makes available to the consumer the following:

- the account balance, through a readily available telephone line
- an electronic history of account transactions covering at least 60 days preceding the date the consumer electronically accesses the account
- a written history of the account transactions provided promptly in response to an oral or written request and covering at least 60 days preceding the date the financial institution receives the consumer's request (12 CFR 1005.18(b)(1))

The history of account transactions must include the same type of information required on periodic statements under 12 CFR 1005.9(b) (12 CFR 1005.18(b)(2)).

Requirements to comply with Regulation E. If a financial institution provides an alternative to periodic statements under 12 CFR 1005.18(b), it must comply with the following:

- Modify the initial disclosures under 12 CFR 1005.7(b) by disclosing:
  - a telephone number that the consumer may call to obtain the account balance; the means by which the consumer can obtain an electronic account history, such as the address of an Internet website; and a summary of the consumer's right to receive a written account history upon request (in place of the summary of the right to receive a periodic statement required by 12 CFR 1005.7(b)(6)), including a telephone number to call to request a history. The disclosure required by 12 CFR 1005.18(c)(1)(i) may be made by providing a notice substantially similar to the notice contained in paragraph A-7(a) in Appendix A of Part 1005.
  - a notice concerning error resolution that is substantially similar to the notice contained in paragraph A-7(b) in Appendix A, in place of the notice required by 12 CFR 1005.7(b)(10)
- Provide an annual error resolution notice that is substantially similar to the notice contained in paragraph (b) to A-7—Model Clauses for Financial Institutions Offering Payroll Card Accounts in Appendix A of Part 1005, in place of the notice required by 12 CFR 1005.8(b). Alternatively, a financial institution may include on or with each electronic and written history provided in accordance with 12 CFR 1005.18(b)(1), a notice substantially similar to the abbreviated notice for periodic statements contained in paragraph A-3(b) in Appendix A, modified as necessary to reflect the error-resolution provisions set forth in this section.
- Limits on consumer liability.
  - For purposes of 12 CFR 1005.6(b)(3), the 60-day period for reporting any unauthorized transfer begins on the earlier of:
    - the date the consumer electronically accesses the consumer's account under 12

CFR 1005.18(b)(1)(ii), provided that the electronic history made available to the consumer reflects the transfer; or

- the date the financial institution sends a written history of the consumer's account transactions requested by the consumer under 12 CFR 1005.18(b)(1)(iii) in which the unauthorized transfer is first reflected.

– A financial institution may limit the consumer's liability for an unauthorized transfer as provided under 12 CFR 1005.6(b)(3) for transfers reported by the consumer within 120 days after the transfer was credited or debited to the consumer's account.

- Comply with error resolution requirements.
  – An error notice is considered timely, and the financial institution must comply with the requirements of 12 CFR 1005.11, if the financial institution receives notice from the consumer no later than the earlier of:
    - 60 days after the date the consumer electronically accesses the consumer's account under 12 CFR 1005.18(b)(1)(ii), provided that the electronic history made available to the consumer reflects the alleged error; or
    - 60 days after the date the financial institution sends a written history of the consumer's account transactions requested by the consumer under 12 CFR 1005.18(b)(1)(iii) in which the alleged error is first reflected.
  – Alternatively, a financial institution complies with the error resolution requirements in 12 CFR 1005.11 if it investigates any oral or written notice of an error from the consumer that is received by the financial institution within 120 days after the transfer allegedly in error was credited or debited to the consumer's account.

VII. Gift Cards—12 CFR 1005.20

A gift card is a type of prepaid card that is designed to be purchased by one consumer and given to another consumer as a present or expression of appreciation or recognition. When provided in the form of a plastic card, a user of a gift card is able to access and spend the value associated with the device by swiping the card at a POS terminal, much as a person would use a debit card.

Scope of the gift card rule. The rule is generally limited to gift certificates, store gift cards, or general-use prepaid cards sold or issued to consumers primarily for personal, family, or household purposes. It generally does not apply to cards, codes, or other devices that are reloadable and not marketed or labeled as a gift card or gift certificate and loyalty, award, and promotional gift cards. See also the exclusions from the gift card definitions, described above.

Restrictions on dormancy, inactivity, or service fees—12 CFR 1005.20(d). No person may impose a dormancy, inactivity, or service fee with respect to a gift certificate, store gift card, or general-use prepaid card, unless three conditions are satisfied:

1. There has been no activity with respect to the certificate or card within the one-year period prior to the imposition of the fee;
2. Only one such fee is assessed in a given calendar month; and
3. Disclosures regarding dormancy, inactivity, or service fees are clearly and conspicuously stated on the certificate or card, and the person issuing or selling the certificate or card has provided these disclosures to the purchaser before the certificate or card is purchased. See the disclosure section, above, for additional information.

Expiration date restrictions—12 CFR 1005.20(e). A gift certificate, store gift card, or general-use prepaid card may not be sold or issued unless the expiration date of the funds underlying the certificate or card is no less than five years after the date of issuance (in the case of a gift certificate) or five years after the date of last load of funds (in the case of a store gift card or general-use prepaid card). In addition, information regarding whether funds underlying a certificate or card may expire must be clearly and conspicuously stated on the certificate or card and disclosed prior to purchase.

No person may sell or issue a certificate or card with an expiration date unless the person has established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card that has an expiration date that is at least five years from the date of purchase. A person who has established policies and procedures to prevent the sale of a certificate or card with less than five years from the date of purchase satisfies this requirement.

A certificate or card generally must include a disclosure alerting consumers to the difference between the certificate or card expiration date and the funds expiration date, if any, and that the consumer may contact the issuer for a replacement card. This disclosure must be stated with equal prominence and in close proximity to the certificate or card expiration date. Non-reloadable certificates or cards that bear an expiration date on the certificate or card that is at least seven years from the date of manufacture need not include this disclosure. See the disclosure section, above, for additional information.

To ensure that consumers are able to access the

underlying funds for the full five-year period, fees may not be imposed for replacing an expired certificate or card if the underlying funds remain valid (unless the card has been lost or stolen). In lieu of sending a replacement certificate or card, issuers may remit, without charge, the remaining balance of funds to the consumer.

VIII. Other Requirements

Preauthorized Transfers—12 CFR 1005.10

A preauthorized transfer may be either a credit to, or a debit from, an account.

Preauthorized transfers to a consumer's account. When an account is scheduled to be credited by a preauthorized EFT from the same payor at least once every 60 days, the financial institution must provide some form of notice to the consumer so that the consumer can find out whether or not the transfer occurred (12 CFR 1005.10(a)). The notice requirement will be satisfied if the payor provides notice to the consumer that the transfer has been initiated. If the payor does not provide notice, the financial institution must adopt one of three alternative procedures for giving notice:

1. The financial institution may give the consumer oral or written notice within two business days after a preauthorized transfer occurs.
2. The financial institution may give the consumer oral or written notice, within two business days after the preauthorized transfer was scheduled to occur, that the transfer did not occur.
3. The financial institution may establish a readily available telephone line[17] that the consumer may call to find out whether a preauthorized transfer has occurred. If the financial institution selects this option, the telephone number must be disclosed on the initial disclosures and on each periodic statement.

The financial institution need not use any specific language to give notice but may not simply provide the current account balance (Comment 10(a)(1)-1). The financial institution may use different methods of notice for different types of preauthorized transfers and need not offer consumers a choice of notice methods (Comment 10(a)(1)-2).

The financial institution that receives a preauthorized transfer must credit the consumer's account as of the day the funds are received (12 CFR 1005.10(a)(3)).

Preauthorized transfers from a customer's account. Preauthorized transfers from a consumer's account may only be authorized by the consumer in writing and signed or similarly authenticated by the consumer (12 CFR 1005.10(b)). Signed, written authorizations may be provided electronically, subject to the E-Sign Act (Comment 10(b)-5). In all cases, the party that obtains the authorization from the consumer must provide a copy to the consumer. If a third-party payee fails to obtain an authorization in writing or fails to provide a copy to the consumer, the third-party payee and not the financial institution has violated subpart A (Comment 10(b)-2).

Stop payments. Consumers have the right to stop payment of preauthorized transfers from accounts. The consumer must notify the financial institution orally or in writing at any time up to three business days before the scheduled date of the transfer (12 CFR 1005.10(c)(1)). If the debit item is resubmitted, the institution must continue to honor the stop-payment order. (Comment 10(c)-1) The financial institution may require written confirmation of an oral stop payment order to be made within 14 days of the consumer's oral notification. If the financial institution requires a written confirmation, it must inform the consumer at the time of the oral stop payment order that written confirmation is required and provide the address to which the confirmation should be sent. If the consumer fails to provide written confirmation, the oral stop payment order ceases to be binding after 14 days (12 CFR 1005.10(c)(2)).

Notice of transfers varying in amount. If a preauthorized transfer from a consumer's account varies in amount from the previous transfer under the same authorization or the preauthorized amount, either the financial institution or the designated payee must send to the consumer a written notice, at least 10 days before the scheduled transfer date, of the amount and scheduled date of the transfer (12 CFR 1005.10(d)(1)). The consumer may elect to receive notice only when the amount varies by more than an agreed amount or falls outside a specified range (12 CFR 1005.10(d)(2)). The range must be an acceptable range that the consumer could reasonably anticipate (Comment 10(d)(2)-1). The financial institution does not violate Regulation E if the payee fails to provide sufficient notice (Comment 10(d)-1).

Compulsory use. The financial institution may not make it a condition for an extension of credit that repayment will be by means of preauthorized EFT, except for credit extended under an overdraft credit plan or extended to maintain a specified minimum balance in the consumer's account (12

17. The telephone line must be "readily available" so that consumers calling to inquire about transfers are able to have their calls answered reasonably promptly during normal business hours. During the initial call in most cases and within two business days after the initial call in all cases, the financial institution should be able to verify whether the transfer was received (Comment 10(a)(1)-5). Within its primary service area, a financial institution must provide a local or toll-free telephone number (Comment 10(a)(1)-7).

CFR 1005.10(e)(1)). The financial institution may offer a reduced APR or other cost-related incentive for an automatic payment feature as long as the creditor offers other loan programs for the type of credit involved (Comment 10(e)(1)-1).[18]

Services Offered by Provider Not Holding consumer's Account—12 CFR 1005.14

A person who provides EFT services to a consumer but does not hold the consumer's account is a service provider subject to 12 CFR 1005.14 if the person issues an access device that the consumer can use to access the account and no agreement exists between the person and the account-holding financial institution. Transfers initiated by a service provider are often cleared through an automated clearinghouse (ACH).

The responsibilities of the service provider are set forth in 12 CFR 1005.14(b)(l) and (2). The duties of the account-holding financial institution with respect to the service provider are found in 12 CFR 1005.14(c)(l) and (2).

Electronic Fund Transfer of Government Benefits—12 CFR 1005.15

12 CFR 1005.15 contains the rules that apply to electronic benefit transfer (EBT) programs. It provides that government agencies must comply with modified rules on the issuance of access devices, periodic statements, initial disclosures, liability for unauthorized use, and error resolution notices.

IX. Relation to Other Laws—12 CFR 1005.12

This section describes the relationship between the EFTA and the Truth in Lending Act (TILA). The section also provides procedures for states to apply for exemptions from the requirements of the EFTA or Regulation E for any class of EFTs within the state.

The EFTA governs the following:

- the issuance of debit cards and other access devices with EFT capabilities;
- the addition of EFT features to credit cards; and
- the issuance of access devices whose only credit feature is a pre-existing agreement to extend credit to cover account overdrafts or to maintain a minimum account balance, or is an overdraft service.

The TILA governs all of the following:

- the issuance of credit cards as defined in Regulation Z;
- the addition of a credit feature to a debit card or other access device, other than an overdraft service; and
- the issuance of dual debit/credit cards, except for access devices whose only credit feature is a pre-existing agreement to cover account overdrafts or to maintain a minimum account balance, or is an overdraft service.

SUBPART B—REQUIREMENTS FOR REMITTANCE TRANSFERS

Subpart B provides new disclosures, error resolution, and cancellation and refund rights to consumers who send remittance transfers to be received by other consumers or businesses in a foreign country.

X. Remittance Transfer Definitions—12 CFR 1005.30

The definitions in subpart A (12 CFR 1005.2) also apply to subpart B unless specifically modified or limited by subpart B. The definitions in subpart B (12 CFR 1005.30) are applicable only to subpart B.

Agent is an agent, authorized delegate, or person affiliated with a remittance transfer provider, as defined under state or other applicable law, when that person acts for a remittance transfer provider. A person is not deemed a remittance transfer provider when it performs activities as an agent on behalf of a remittance transfer provider (Comment 30(f)-1).

A business day is any day that the offices of a remittance transfer provider are open to the public for carrying on "substantially all business functions."

Preauthorized remittance transfer is a remittance transfer authorized in advance to recur at substantially regular intervals.

Remittance transfer is an electronic transfer of funds requested by a consumer in a state to a designated recipient that is sent by a remittance transfer provider. The term applies whether or not the consumer holds an account and whether or not the transfer is an electronic fund transfer.

An electronic transfer of funds occurs when

a. a provider makes an electronic book entry between different settlement accounts to make

18. This section also prohibits anyone from requiring the establishment of an account for receipt of EFTs with a particular financial institution either as a condition of employment or the receipt of a government benefit (12 CFR 1005.10(e)(2)). However, the employer may require direct deposit of salary, as long as the employee may choose the financial institution that will accept the direct deposit, or limit direct deposits to one financial institution as long as the employee may choose to receive salary by other means (e.g., check or cash) (Comment 10(e)(2)-1).

the remittance transfer.

b. a payment is made under a bill-payment service available to a consumer via computer or other electronic means, except in certain circumstances where a check, draft, or similar paper instrument drawn on a consumer's account under the bill-payment service is mailed abroad.

An electronic transfer of funds does not occur where a sender mails funds directly to a recipient, or funds are provided to a courier for delivery to a foreign country (Comment 30(e)-1)).

Transactions of $15 or less and certain transactions in connection with securities and commodities transfers that are excluded from the definition of an EFT are not remittance transfers (12 CFR 1005.30 (e)(2) and 12 CFR 1005.3(c)(4)).

Remittance transfers include

a. transfers in cash or by another method conducted through a money transmitter or a financial institution;

b. consumer wire transfers conducted by a financial institution upon a sender's request to wire money from the sender's account to a designated recipient;

c. an addition of funds to a prepaid card by a participant in a prepaid card program, such as a prepaid card issuer or its agent, that is directly engaged with the sender to add these funds, where the prepaid card is sent or was previously sent by a participant in the prepaid card program to a person in a foreign country, even if a sender retains the ability to withdraw such funds;

d. international ACH transactions sent by the sender's financial institution at the sender's request;

e. online bill payments and other electronic transfers that a sender schedules in advance, including preauthorized remittance transfers, made by the sender's financial institution at the sender's request to a designated recipient (Comment 30(e)-3).

Sender is a consumer in a state, who requests a remittance transfer primarily for personal, family, or household purposes. For account-based transfers, the location of the consumer's account will determine whether the consumer is located in a state. For transfers not made from an account that are requested by telephone or electronically, the remittance transfer provider may make the determination of whether a consumer is located in a state based on information provided by the consumer and any records associated with the consumer (Comment 30(g)-1).

A designated recipient is any person identified by the name provided by a sender to receive a remittance transfer at a location in a foreign country. A designated recipient can be either a natural person or an organization such as a corporation (Comment 30(c)-1). Similar to the definition of "sender," for transfers to a designated recipient's account, where funds are to be received depends on where the recipient's account is located.

"Remittance transfer provider" or "provider" is any person that provides remittance transfers for a consumer in the normal course of its business, regardless of whether the consumer holds an account with such person (12 CFR 1005.30(f)(1)).

Whether a person provides remittance transfers in the "normal course of business" depends on the facts and circumstances, including the total number and frequency of remittance transfers sent by the provider. The rule also provides a safe harbor for a person that provided 100 or fewer remittance transfers in the previous calendar year and provides 100 or fewer remittance transfers in the current calendar year (a total via all channels). Such a person is deemed not to be providing remittance transfers in the normal course of its business and is therefore not subject to the rule's requirements. In determining whether a person qualifies for the safe harbor, any transfers that are excluded from the definition of "remittance transfer" such as small value transactions or certain securities and commodities transfers are excluded. If a person exceeds the safe harbor criteria and is providing remittance transfers for consumers in the normal course of its business, that person has a reasonable period of time, not to exceed six months, to begin complying with subpart B (12 CFR 1005.30(f)(2) and Comment 30(f)-2).

"Covered third-party fees" means any fees that are imposed on the remittance transfer by a person other than the remittance transfer provider that are not non-covered third-party fees. Fees imposed on the remittance transfer include only those fees that are charged to the designated recipient and are specifically related to the remittance transfer (Comment 30(h)-1). Examples include fees imposed on a remittance transfer by intermediary institutions in connection with a wire transfer (sometimes referred to as "lifting fees") and fees imposed on a remittance transfer by an agent of the provider at pick-up for receiving the transfer (Comment 30(h)-2).

"Non-covered third-party fees" means any fees imposed by the designated recipient's institution for receiving a remittance transfer into an account except if the institution acts as an agent of the remittance transfer provider. For example, a fee imposed by the designated recipient's institution

for receiving an incoming transfer into an account is a non-covered third-party fee if the institution is not acting as the agent of the remittance transfer provider. A designated recipient's account does not include a credit card, prepaid card, or a virtual account held by an Internet-based or mobile telephone company that is not a bank, savings association, credit union, or equivalent institution (Comment 30(h)-3).

XI. Disclosures—12 CFR 1005.31

Providers must give senders disclosures at certain stages of the remittance transfer process. The rule requires providers to give senders a prepayment disclosure when a transfer request is made, but prior to payment for the transfer. Providers must also provide a receipt when payment is made for the transfer. Model disclosure forms are provided in Appendix A.

General Form of Disclosures—12 CFR 1005.31(a)

Required disclosures or disclosures permitted by 12 CFR 1005.31(b)(1)(viii) or 12 CFR 1005.33(h)(3) must be clear and conspicuous and generally be provided to the sender in writing. Disclosures may contain commonly accepted or readily understandable abbreviations or symbols. Disclosures are clear and conspicuous if they are readily understandable and, in the case of written and electronic disclosures, the location and type size are readily noticeable to senders. Oral disclosures are clear and conspicuous when they are given at a volume and speed sufficient for a sender to hear and comprehend them (12 CFR 1005.31(a); Comments 31(a)(1)-1 and 31(a)(2)-2).

Prepayment disclosures may be provided electronically without E-SIGN consent, if the sender electronically requests the provider to send the transfer. However, the receipt for the transaction may be provided electronically only with E-SIGN consent (12 CFR 1005.31(a)(2); Comment 31(a)(2)-1).

Written and electronic disclosures generally must be made in a retainable form. Prepayment disclosures provided via mobile application or text message (to the extent permitted by the rule) need not be retainable. In some cases, disclosures may be disclosed orally. For example, prepayment disclosures may be disclosed orally if the transaction is conducted orally and entirely by telephone and the remittance transfer provider complies with certain other disclosure requirements (12 CFR 1005.31(a)(2) and (a)(3)).

Additional requirements apply for certain transfers scheduled at least three days before the date of transfer that are conducted orally over the telephone or by mobile application or text messaging (12 CFR 1005.31(a)(3)(iv) and (a)(5)(iv)).

Disclosure Requirements—12 CFR 1005.31(b)

Disclosures provided as applicable. The required disclosures need to be provided only to the extent applicable. A remittance transfer provider may choose to omit an item of information if it is inapplicable to a particular transaction. Alternatively, a provider may disclose a term and state that an amount or item is "not applicable," "N/A," or "None" (Comment 31(b)-1).

Substantially similar terms, language, and notices. Certain disclosures must be described using the terms set forth in 12 CFR 1005.31(b) or substantially similar terms. Terms may be more specific than those provided. For example, a remittance transfer provider sending funds may describe fees imposed by an agent at pick-up as "Pick-up Fees" in lieu of describing them as "Other Fees." Foreign language disclosures must contain accurate translations of the required terms, language, and notices as well as the disclosures permitted by 12 CFR 1005.31(b)(1)(viii) and 1005.33.(h)(3) (Comment 31(b)-2).

Prepayment disclosures—12 CFR 1005.31(b)(1)

A remittance transfer provider must provide the prepayment disclosure when the sender requests the remittance transfer but prior to payment for the transfer. The provider must disclose:

a. the amount to be transferred (transfer amount),

b. front-end fees imposed by the provider and any taxes collected on the remittance transfer by the provider (transfer fees and transfer taxes),

c. total amount of the transaction (the sum of the transfer amount and front-end fees and taxes),

d. the exchange rate,

e. any covered third-party fees (other fees),

f. the total amount to be received by the designated recipient (total amount of the transaction minus covered third-party fees), and

g. a statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply to the remittance transfer and result in the designated recipient receiving less than the amount disclosed. In this statement, a provider also may, but is not required, to disclose in the currency in which the funds will be received, any applicable non-covered third-party fees or taxes collected by a person other than the provider.

Transfer amount. Two transfer amount disclosures are required in the prepayment disclosures.

1. The transfer amount in the currency in which the sender funds the remittance transfer to show the calculation of the total amount of the transaction.
2. The transfer amount in the currency in which the funds will be made available to the designated recipient. This second transfer amount need not be disclosed if covered third-party fees are not imposed on the remittance transfer. The terms used to describe each transfer amount should be the same (Comment 31(b)(1)-2).

Fees and taxes. Fees imposed and taxes collected on the remittance transfer by a provider must be disclosed in the currency in which the transaction is funded, as applicable. Taxes collected on the remittance transfer by the provider include taxes imposed on the remittance transfer by a state or other governmental body (Comment 31(b)(1)-1(i)).

The fees and taxes required to be disclosed by 12 CFR 1005.31(b)(1)(ii) include all fees imposed and all taxes collected on the remittance transfer by the provider and include only those that are specifically related to the remittance transfer. For example, a provider must disclose any service fees imposed by an agent at the time of the transfer and any state taxes collected on the remittance transfer (Comment 31(b)(1)-1(ii)).

Applicable exchange rate. If the designated recipient will receive funds in a currency other than the currency in which the remittance transfer is funded, a remittance transfer provider must disclose the exchange rate to be used by the provider for the remittance transfer (Comment 31(b)(1)(iv)-1).

Rounding. The exchange rate disclosed for the remittance transfer is required to be rounded on the disclosure. The provider may round to two, three, or four decimal places, at its option, but this must be done consistently for each currency. (Comment 31(b)(1)(iv)-2). However, the exchange rate used to calculate: (a) the transfer amount, (b) the fees and taxes imposed on the remittance transfer by a person other than the provider, and (c) the amount received by the designated recipient, is prior to any rounding. If an exchange rate need not be rounded, a provider must use that exchange rate to calculate these disclosures (Comment 31(b)(1)-3).

Exchange rate used. The exchange rate used by the provider for the remittance transfer need not have been set by the provider. For example, an exchange rate set by an intermediary institution and applied to the remittance transfer would be the exchange rate used for the remittance transfer and must be disclosed by the provider (Comment 31(b)(1)(iv)-3).

Disclosure of covered third-party fees. Covered third-party fees must be disclosed in the currency in which the funds will be received by the designated recipient, using the applicable exchange rate, or an estimated exchange rate to the extent permitted, prior to any rounding of the exchange rate. If a provider does not have specific knowledge regarding the currency in which the funds will be received, the provider may rely on a sender's representation as to the currency in which funds will be received. If a sender does not know the currency in which funds will be received, the provider may assume that the currency in which funds will be received is the currency in which the remittance transfer is funded (Comment 31(b)(1)(vi)-1).

Amount received. The remittance transfer provider is required to disclose the amount that will be received by the designated recipient in the currency in which the funds will be received. The amount received must reflect the exchange rate, all fees imposed and all taxes collected on the remittance transfer by the remittance transfer provider, as well as any covered third-party fees required to be disclosed. The disclosed amount received must be reduced by the amount of any fees or taxes (except non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider) imposed on the remittance transfer that affect the amount received even if that amount is imposed or itemized separately from the transaction amount. (Comment 31(b)(1)(vii)-1).

Required disclaimer when non-covered third-party fees and taxes collected by a person other than the provider may apply. The provider is required to include a disclaimer that non-covered third-party fees or taxes may apply to the remittance transfer if such taxes and fees apply to a particular transfer or the provider does not know whether they apply. This disclosure may only be provided to the extent applicable. For example, if the designated recipient's institution is an agent of the provider and thus non-covered third-party fees cannot apply to the transfer, the provider must disclose all fees imposed on the remittance transfer and may not provide the disclaimer regarding non-covered third-party fees (Comment 31(b)(1)(viii)-1).

Optional disclosure of non-covered third-party fees and taxes collected by a person other than the provider. The provider is permitted to disclose any non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider that will apply to a particular transaction if it knows the amount of such fees and taxes. Additionally, the provider is permitted to disclose an estimate of such fees and taxes, provided any

estimates are based on reasonable source of information (Comment 31(b)(1)(viii)-2; 12 CFR 1005.32(b)(3) and Comment 32(b)(3)-1).

Receipt—12 CFR 1005.31(b)(2)

When payment is made, a remittance transfer provider must provide a receipt to a sender disclosing all applicable information required in the prepayment disclosure. The receipt must also disclose, as applicable:

a. the date of availability of the funds (date available);
b. the name and, if provided by the sender, the telephone number and/or address of the designated recipient (recipient);
c. a statement about the sender's error resolution and cancellation;
d. specified contact information for the remittance transfer provider; and
e. the transfer date for remittance transfers scheduled at least three business days in advance, or the first transfer in a series of of preauthorized transfers.

The provider must also provide a statement that the sender can contact the state agency that licenses or charters the remittance transfer provider with respect to the particular transfer (if applicable), and the Consumer Financial Protection Bureau (CFPB) for questions or complaints about the remittance transfer provider. The statement must include the name of the agency(ies), telephone number(s), and website address(es).

Date funds will be available. The provider must disclose the date in the foreign country on which the funds will be available to the designated recipient, using the term "Date Available" or a substantially similar term. If a provider does not know the exact date on which funds will be available, the provider may disclose the latest date on which the funds will be available. The provider may also disclose that funds "may be available sooner" or use a substantially similar term to inform senders that funds may be available to the designated recipient on a date earlier than the date disclosed (Comment 31(b)(2)-1).

Agencies required to be disclosed. The provider must disclose information about a state agency that licenses or charters the provider with respect to the particular remittance transfer. If a financial institution is solely regulated by a federal agency, the institution does not need to disclose information about a state agency. However, information about the CFPB must be provided whether or not the CFPB is the provider's primary federal regulator. (Comment 31(b)(2)-2). If a provider is licensed in multiple states, and the state agency that licenses the provider with respect to the remittance transfer is determined by the sender's location, a provider may make the determination of the sender's state based on information provided by the sender and on any records associated with the sender. A state-chartered bank must disclose information about the state agency that granted its charter, regardless of the location of the sender (Comment 31(b)(2)-3).

Date of transfer on receipt. For remittance transfers scheduled at least three business days in advance, or the first transfer in a series of preauthorized transfers, the date of transfer for the remittance transfer must be disclosed on the receipt. Additional disclosures apply to subsequent preauthorized remittance transfers, as described below regarding 12 CFR 1005.36(d) (Comment 31(b)(2)-4).

Cancellation disclosure. The provider may provide the three-business-day right-to-cancel notice (for transfers scheduled three or more business days before the transfer date) and the 30-minute right-to-cancel notice (for transfers scheduled fewer than three business days in advance), on the same disclosure, with a checkbox or other method to clearly designate the applicable cancellation period. For transfers scheduled three or more business days before the transfer date, the cancellation disclosure should be phrased and formatted in such a way that it is clear to the sender which cancellation period is applicable to the date of transfer disclosed on the receipt (Comment 31(b)(2)-6).

Combined disclosure—12 CFR 1005.31(b)(3)

As an alternative to providing separate prepayment and receipt disclosures, a remittance transfer provider may provide the information in the receipt in a single disclosure when the sender requests the remittance transfer, but prior to payment for the transfer. If this combined disclosure is provided and the sender completes the transfer, the remittance transfer provider must provide the sender with proof of payment when payment is made for the remittance transfer. For one-time transfers scheduled at least five business days in advance, or for the first in a series of preauthorized transfers, the provider may provide confirmation that the transaction has been scheduled in lieu of the proof of payment if payment is not processed at the time the remittance transfer is scheduled. No further proof of payment is required when payment is later processed.

Proof of payment/confirmation of scheduling. The proof of payment or confirmation of scheduling

must be clear and conspicuous, provided in writing or electronically, and provided in a retainable form. The proof of payment for the transaction may be provided on the same piece of paper as the combined disclosure or on a separate piece of paper. A provider may also provide this additional information to a sender on a separate piece of paper when payment is made (12 CFR 1005.31(b)(3)(ii) and Comment 31(b)(3)-1).

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

At the sender's request, a remittance transfer provider is required promptly to provide a notice describing the sender's error resolution and cancellation rights, using language set forth in Model Form A-36 of Appendix A or substantially similar language. For any remittance transfer scheduled by the sender at least three business days before the date of the transfer, the description of the rights of the sender regarding cancellation must instead reflect the requirements of 12 CFR 1005.36(c).

Specific Format of Disclosures—12 CFR 1005.31(c)

Grouping of disclosed information. Disclosures related to transfer amount, transfer fees and taxes imposed by the provider, and the total amount of the transaction generally must be grouped together. Similarly, disclosures related to the transfer amount in the currency to be made available to the designated recipient, covered third-party fees, taxes collected on the remittance by the provider, the total amount to be received by the designated recipient, and the disclaimer statement generally must be grouped together. Information is grouped together if multiple disclosures are in close proximity to one another and a sender can reasonably calculate the total amount of the transaction and the amount that will be received by the designated recipient (12 CFR 1005.31(c)(1) and Comment 31(c)(1)-1).

Proximity of disclosed information. The exchange rate used for the remittance transfer generally must be disclosed in close proximity to the other information required in the prepayment disclosure. Disclosures on error resolution and cancellation rights must generally be disclosed in close proximity to the other disclosures required on the receipt (12 CFR 1005.31(c)(2)).

Prominence and size of disclosures. Disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) that are provided in writing or electronically, other than disclosures permitted to be provided via mobile application or text message, must be in a minimum of eight-point font and in equal prominence to each other. They must be provided on the front of the page on which the disclosures are printed (12 CFR 1005.31(c)(3)).

Segregation of disclosures from other information. Disclosures that are provided in writing or electronically, other than disclosures permitted to be provided via mobile application or text message, must be segregated from everything else and must contain only information that is "directly related" to the disclosures (12 CFR 1005.31(c)(4)).

The following is "directly related" information:

a. the date and time of the transaction;
b. the sender's name and contact information;
c. the location at which the designated recipient may pick up the funds;
d. the confirmation or other identification code;
e. a company name and logo;
f. an indication that a disclosure is or is not a receipt or other indicia of proof of payment;
g. a designated area for signatures or initials;
h. a statement that funds may be available sooner;
i. instructions regarding the retrieval of funds, such as the number of days the funds will be available to the recipient before they are returned to the sender;
j. a statement that the provider makes money from foreign currency exchange; and
k. disclosure of any non-covered third-party fees and any taxes collected by a person other than the provider (Comment 31(c)(4)-2).

Terms used in the case of estimated disclosures. A remittance transfer provider may provide estimates of the amounts required to be disclosed in the prepayment disclosure, receipt, and combined disclosure to the extent permitted by 12 CFR 1005.32. An estimate must be described using the term "Estimated" or a substantially similar term in close proximity to the estimated term or terms. For example, a remittance transfer provider could describe an estimated disclosure as "Estimated Transfer Amount," "Other Estimated Fees and Taxes," or "Total to Recipient (Est.)" (12 CFR 1005.31(d) and Comment 31(d)-1).

Request to send a remittance transfer. Determining whether a consumer has requested a remittance transfer depends on the facts and circumstances. A sender who asks a provider to send a remittance transfer, and provides transaction-specific information to the provider in order to send funds to a designated recipient, has requested a remittance transfer. However, a consumer who solely inquires about that day's rates and fees to send to a particular country has not requested the

provider to send a remittance transfer (Comment 31(e)-1).

When payment is made. Payment is made when a sender provides cash to the remittance transfer provider or when payment is authorized (Comment 31(e)-2).

Disclosures related to mobile application and text message transactions. If a transaction is conducted entirely by telephone via mobile application or text message, a receipt may be mailed or delivered to the sender pursuant to the timing requirements for transfers conducted entirely by telephone (Comment 31(e)-4).

Accuracy of disclosures—when payment is made. Disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) must be accurate when a sender makes payment for the remittance transfer, except to the extent estimates are permitted. A remittance transfer provider is not required to guarantee the terms of the remittance transfer in the prepayment disclosures for any specific period of time. However, if any of these disclosures are not accurate when a sender makes payment for the remittance transfer, the provider must give new disclosures before accepting payment (12 CFR 1005.31(f) and Comment 31(f)-1).

Foreign language disclosures

Written and electronic disclosures required by subpart B or permitted by 12 CFR 1005.31(b)(1)(viii) generally must be provided in English and in each foreign language principally used to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error. Alternatively, written and electronic disclosures can be provided in English and in the foreign language primarily used by the sender with the remittance transfer provider, provided such foreign language is principally used to advertise, solicit, or market remittance transfers at the office in which a sender conducts a transaction or asserts an error. For transfers requested orally, by text message, or mobile application, the disclosures must be in the language primarily used by the sender to communicate with the transfer provider (12 CFR 1005.31(g)).

Number of foreign languages used in written disclosure. There is no limit to the number of languages that may be used on a single document, but such disclosures must be clear and conspicuous. If the remittance transfer provider chooses to provide written and electronic disclosures in English and in the foreign language primarily used by the sender with the remittance transfer provider, it may provide disclosures in a single document with both languages or in two separate documents with one document in English and the other document in the applicable foreign language (Comment 31(g)-1).

Language "primarily used." The language primarily used by the sender with the remittance transfer provider to conduct the transaction is the primary language used by the sender with the remittance transfer provider to convey the information necessary to complete the transaction. Similarly, the language primarily used by the sender with the remittance transfer provider to assert the error is the primary language used by the sender with the remittance transfer provider to provide the information required to assert an error (Comment 31(g)-2).

Language "principally" used. Whether a foreign language is principally used by the remittance transfer provider to advertise, solicit, or market is determined from all relevant facts and circumstances, including

a. the frequency with which the foreign language is used in advertising, soliciting, or marketing of remittance transfer services at that office;

b. the prominence of the advertising, soliciting, or marketing of remittance transfer services in that foreign language at that office; and

c. the specific foreign language terms used in the advertising soliciting, or marketing of remittance transfer services at that office (Comment 31(g)(1)-1(i)).

Language used to advertise, solicit, or market. Any commercial message in a foreign language, appearing in any medium, that promotes directly or indirectly the availability of remittance transfer services constitutes advertising, soliciting, or marketing in such foreign language (Comment 31(g)(1)-2).

Office. An office includes any physical location, telephone number, or website of a remittance transfer provider where a sender may conduct a remittance transfer or assert an error for a remittance transfer (Comment 31(g)(1)-3).

At the office. Any advertisement, solicitation, or marketing is considered to be made at the office in which a sender conducts a transaction or asserts an error if it is posted, provided, or made: at a physical office, on a website of a remittance transfer provider that may be used by senders to conduct remittance transfers or assert errors, during a telephone call with a remittance transfer provider that may be used by senders to conduct remittance transfers or assert errors, or via mobile application or text message if the mobile application or text message may be used by senders to conduct remittance transfers or assert errors (Com-

ment 31(g)(1)-4).

XII. Estimates—12 CFR 1005.32

Disclosures for which estimates may be used. Estimates may be used in certain circumstances for certain information required in prepayment disclosures, receipts, and combined disclosures.

Temporary Exception for Insured Institutions—12 CFR 1005.32(a)

Estimates may be provided for certain amounts required to be disclosed in the prepayment disclosures, receipts and combined disclosures if

a. the remittance transfer provider cannot determine the exact amounts for reasons beyond its control;

b. the remittance transfer provider is an insured institution; and

c. the remittance transfer is sent from the sender's account with the institution.

An insured institution means an insured depository institution (including an uninsured U.S branch and agency of a foreign depository institution) and an insured credit union (12 CFR 1005.32(a)(3)).

Control. An insured institution cannot determine exact amounts "for reasons beyond its control" when a person other than the insured institution or with which the insured institution has no correspondent relationship sets the exchange rate or imposes a covered third-party fee required to be disclosed. For example, if an insured institution has a correspondent relationship with an intermediary financial institution in another country and that intermediary institution sets the exchange rate or imposes a fee for remittance transfers sent from the insured institution to the intermediary institution, then this exception is not applicable and the insured institution must determine exact amounts for the disclosures because the determination of those amounts are not beyond the insured institution's control (Comment 32(a)(1)-1).

Covered third-party fees. An insured institution cannot determine the exact covered third-party fees to disclose if, for example, an intermediary institution with which the insured institution does not have a correspondent relationship imposes a transfer or conversion fee. However, an insured institution can determine the exact covered third-party fees required to be disclosed if it has agreed upon the specific fees with an intermediary correspondent institution, and this correspondent institution is the only institution in the transmittal route to the designated recipient's institution (Comments 32(a)(1)-2(ii) and -3(ii)).

The temporary exception is available for insured institutions until July 21, 2015.

Permanent Exception for Transfers to Certain Countries—12 CFR 1005.32(b)(1)

Estimates may be provided in prepayment disclosures, receipts, or combined disclosures for transfers to certain countries if a remittance transfer provider cannot determine the exact amounts at the time the disclosure is required either because

a. the laws of the recipient country do not permit such a determination, or

b. the method by which transactions are made in the recipient country does not permit such determination.

Laws of the recipient country. The laws of the recipient country do not permit a remittance transfer provider to determine exact amounts required to be disclosed when a law or regulation of the recipient country (e.g., currency exchange or certain privacy laws) do not allow the person making funds directly available to the designated recipient to determine the exact amounts at the time the disclosure is required. A typical example is where the law requires an exchange rate to be either

a. set by the government of the recipient country after the remittance transfer provider sends the remittance transfer; or

b. set when the designated recipient receives the funds (Comment 32(b)(1)-1).

Method by which transactions are made in the recipient country. The method by which transactions are made in the recipient country does not permit a remittance transfer provider to determine exact amounts required to be disclosed when transactions are sent via international ACH on terms negotiated between the United States government and the recipient country's government, under which the exchange rate is a rate set by the recipient country's central bank or other governmental authority after the provider sends the remittance transfer (Comment 32(b)(1)-3).

Safe harbor list. The remittance transfer provider may rely on a list of countries published by the CFPB to determine whether estimates may be provided for the exchange rate, the transfer amounts, covered third-party fees, and total amount to the recipient. If a country is on the CFPB's list, the provider may give estimates under this section, unless it has information that a country on the list legally permits the provider to determine exact disclosure amounts. If a country does not appear on the CFPB's list, the provider may provide estimates if it determines that the recipient country does not legally permit or the method by which transactions are conducted in that country does not permit the provider to determine exact disclosure

amounts (Comments 32(b)(1)-5 and 32(b)(1)-6).

Change in laws of recipient country. If the laws of a recipient country change such that a remittance transfer provider can determine exact amounts, the remittance transfer provider must begin providing exact amounts for the required disclosures as soon as reasonably practicable. If the laws of a recipient country change such that the provider cannot determine exact disclosure amounts, the provider may provide estimates even if that country does not appear on the list published by the CFPB (Comment 32(b)(1)-7).

Permanent Exception for Transfers Scheduled before the Date of Transfer—12 CFR 1005.32(b)(2)

For remittance transfers scheduled five or more business days before the date of the transfer, estimates may be provided for the exchange rate, transfer amount, covered third-party fees (where the exchange rate is also estimated and affects such fees), and the total amount to recipient, if at the time the sender schedules such a transfer, the provider agrees to a sender's request to fix the amount to be transferred in the currency in which the remittance transfer will be received and not the currency in which it is funded. For example, if a sender schedules a wire transfer to be sent from the sender's bank account denominated in U.S. dollars but to be paid to the recipient in euro transfer, the provider is allowed to estimate the transfer amount, front-end fees or taxes collected by the provider (if based on the amount transferred), and the total amount of the transaction. The provider is also allowed to estimate any covered third-party fees if the exchange rate is also estimated and the estimated exchange rate affects the amount of fees. (12 CFR 1005.32(b)(2) and Comment 32(b)(2)-1).

Permanent Exception for Optional Disclosure of Non-covered Third-Party Fees and Taxes Collected on the Remittance Transfer by a Person Other Than the Provider—12 CFR 1005.32(b)(3)

The remittance transfer provider may provide estimates (as part of the required disclaimer statement) for applicable non-covered third-party fees and taxes collected on the remittance transfer by a person other than the provider, if such estimates are based on reasonable sources of information. Reasonable sources of information may include, for example: information obtained from recent transfers to the same institution or the same country or region; fee schedules from the recipient institution; fee schedules from the recipient institution's competitors; surveys of recipient institution fees in the same country or region as the recipient institution; information provided or surveys of recipient institutions' regulators or taxing authorities; commercially or publicly available databases, services or sources; and information or resources developed by international nongovernmental organizations or intergovernmental organizations (Comment 32(b)(3)-1).

Bases for Estimates—12 CFR 1005.32(c) and (d)

If a remittance transfer provider qualifies for either the temporary or permanent exception, the rule allows two bases for estimating information in the disclosures:

1. The estimates must generally be based on any of the approaches listed in the rule (12 CFR 1005.32(c)(1)).
2. Alternatively, the estimates may be based on an approach that is not listed, provided that the designated recipient receives the same, or greater, amount of funds than the remittance transfer provider disclosed.

For remittance transfers scheduled five or more business days before the date of the transfer, estimates must be based on the exchange rate or, where applicable, the estimated exchange rate that the provider would have used or did use that day to provide disclosures to a sender requesting such a remittance transfer to be made on the same day.

Approaches listed in the rule

Estimates of the exchange rate. For remittance transfers sent via international ACH, the estimate must be based on the most recent exchange rate set by the recipient country's central bank or other governmental authority and reported by a Federal Reserve Bank. For any remittance transfers for which estimates are permitted, the exchange rate may be estimated based on the most recent publicly available wholesale exchange rate and any applicable spread that the remittance transfer provider or its correspondent typically applies for remittance transfers for that currency or the most recent exchange rate offered or used by the person making funds available directly to the designated recipient or by the person setting the exchange rate (12 CFR 1005.32(c)(1)).

Where the exchange rate for a remittance transfer sent via international ACH that qualifies for the permanent exception is set the following business day, the most recent exchange rate available for a transfer is the exchange rate set for the day that the disclosure is provided, i.e. the current business day's exchange rate (Comment 32(c)(1)-1).

Publicly available. Examples of publicly available sources of information containing the most recent wholesale exchange rate for a currency include U.S. news services, such as Bloomberg, the Wall Street Journal, and the New York Times; a recipient country's national news services, and a recipient country's central bank or other government agency (Comment 32(c)(1)-2).

Spread applied to the wholesale exchange rate. An estimate for disclosing the exchange rate based on the most recent publicly available wholesale exchange rate must also reflect any spread the remittance transfer provider typically applies to the wholesale exchange rate for remittance transfers for a particular currency (Comment 32(c)(1)-3).

Most recent exchange rate. If the exchange rate with respect to a particular currency is published or provided multiple times throughout the day because the exchange rate fluctuates throughout the day, a remittance transfer provider may use any exchange rate available on that day to determine the most recent exchange rate (Comment 32(c)(1)-4).

Estimates of the transfer amount and covered third-party fees in the currency in which funds will be received by the designated recipient. Estimates of the transfer amount in the currency in which the funds will be received by the designated recipient as well as covered third-party fees imposed as a percentage of the amount transferred must be based on the estimated exchange rate, prior to any rounding (12 CFR 1005.32(c)(2) and (3)(i)).

Estimates of the fees imposed by intermediary or final institution. Estimates for covered third-party fees imposed by intermediary or final institutions that act as intermediaries or by the designated recipient's institution must be based on the remittance transfer provider's most recent remittance transfer to the designated recipient's institution or a representative transmittal route identified by the remittance transfer provider (12 CFR 1005.32(c)(3)(ii).

Estimates of the amount of currency that will be received by the designated recipient. Estimates for the amount of currency that will be received by the designated recipient must be based on the estimates provided in accordance with 12 CFR 1005.31(c)(1) through (3) as applicable for the transaction (12 CFR 1005.32(c)(4)).

XIII. Procedures for Resolving Errors—12 CFR 1005.33

Definition of Error—12 CFR 1005.33(a)

In connection with an error asserted under 12 CFR 1005.33, the term error means

a. generally, an incorrect amount paid by a sender in connection with a remittance transfer;

b. a computational or bookkeeping error made by the remittance transfer provider relating to the remittance transfer;

c. the failure, generally, to make available to a designated recipient the amount of currency required to be disclosed under 12 CFR 1005.31(b)(vii) and stated in the disclosure provided to the sender unless the disclosure stated an estimate of the amount paid and the difference results from application of the actual exchange rate, fees, and taxes, rather than any estimated amount;

d. the failure, generally, to make funds available to a designated recipient by the date of availability stated in the disclosure provided to the sender; or

e. the sender's request for documentation required by 12 CFR 1005.31 or for additional information or clarification concerning a remittance transfer, including a request a sender makes to determine whether an error exists. (See more detailed discussion of errors and exceptions below.)

Error due to incorrect amount of currency paid by sender. This type of error covers circumstances in which a sender pays an amount that differs from the total amount of the transaction, including fees imposed in connection with the transfer stated in the receipt or combined disclosure provided. However, there is no error if the disclosure appropriately stated an estimate of the amount paid by the sender and the difference results from application of the actual exchange rate, fees, and taxes rather than any estimated amounts (12 CFR 1005.33(a)(1)(i) and Comment 33(a)-1).

Error due to incorrect amount of currency received. This type of error covers circumstances in which the designated recipient receives an amount of currency that differs from the amount of currency identified on the disclosures provided to the sender. It also covers circumstances in which the remittance transfer provider transmits an amount that differs from the amount requested by the sender. There are three general exceptions to this. There is no error if

a. the disclosure appropriately, under one of the two exceptions under 12 CFR 1005.32, stated an estimate of the amount of currency to be received and the difference results from application of the actual exchange rate, fees, and taxes rather than any estimated amounts, or

b. the failure was caused by extraordinary circumstances outside the remittance transfer provider's control; or

c. the difference results from the application of

non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider and the provider provided the required disclaimer.

A designated recipient may receive an amount of currency that differs from the amount of currency disclosed and an error has occurred if for example

a. an exchange rate other than the disclosed rate is applied to the remittance transfer, or
b. the provider provides the sender a receipt stating an amount of currency that will be received by the designated recipient, which does not reflect additional covered third-party fees that are imposed by the receiving agent in the destination country. However, if the designated recipient will receive less than the amount of currency disclosed on the receipt due solely to the additional foreign taxes that the provider was not required to disclose, no error has occurred (Comment 33(a)-3(ii)).

Exception for extraordinary circumstances outside the remittance transfer provider's control. If the provider fails to make the amount of currency disclosed available to the designated recipient, such an occurence is not an error if such failure was caused by extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated. Examples of extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated include war or civil unrest, natural disaster, garnishment or attachment of some of the funds after the transfer is sent, and government actions or restrictions that could not have been reasonably anticipated by the remittance transfer provider, such as the imposition of foreign currency controls or foreign taxes unknown at the time the receipt or combined disclosure is provided (Comment 33(a)-4). Note that foreign taxes are not required to be disclosed. However, if a provider, believing that there is no applicable foreign tax, elects not to provide a disclaimer pursuant to 1005.31(b)(1)(viii), no error has occurred if a new tax is imposed that could not have been reasonably anticipated at the time the receipt or combined disclosure was required to be given.

Error due to failure to make funds available by disclosed date of availability. This error generally covers disputes about the failure to make remittance transfer funds available to a designated recipient by the disclosed date of availability. Examples of errors for failure to make funds available by the disclosed date of availability include, late or non-delivery of a remittance transfer, delivery of funds to the wrong account, the fraudulent pick-up of a remittance transfer in a foreign country by a person other than the designated recipient, and the recipient agent or institution's retention of the remittance transfer, instead of making the funds available to the designated recipient.

There is no error if funds were not made available by the disclosed date due to:

a. extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated;
b. delays related to the remittance transfer provider's fraud screening procedures or in accordance with the Bank Secrecy Act, Office of Foreign Assets Control requirements, or similar laws or requirements; or
c. the remittance transfer was made with fraudulent intent by the sender or any person acting in concert with the sender (i.e., friendly fraud); or
d. the sender provided the remittance transfer provider an incorrect account number or recipient institution identifier for the designated recipient's account or institution, and the remittance transfer provider
    i. can demonstrate that the sender provided an incorrect account number or recipient institution identifier to the provider in connection with the remittance transfer;
    ii. prior to or when sending the transfer, used reasonably available means to verify (for recipient institution identifier errors only) that the recipient institution identifier provided by the sender corresponded to the recipient institution name provided by the sender;
    iii. provided notice to the sender (prior to payment for the remittance transfer) that, in the event the sender provided an incorrect account number or recipient institution identifier, the sender could lose the transfer amount.
    iv. the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into a customer's account that is not the designated recipient's account; and
    v. promptly used reasonable efforts to recover the amount that was to be received by the designated recipient.

Account number or recipient institution identifier. Account number and recipient institution identifier refer to alphanumerical account or institution identifiers other than names or addresses, such as account numbers, routing numbers, Canadian transit numbers, International Bank Account Numbers, Business Identifier Codes, and other similar

account or institution identifiers used to route a transaction. Designated recipient's account refers to an asset account but does not include a credit card, prepaid card, or a virtual account held by an Internet-based or mobile telephone company that is not a bank, savings association, credit union, or equivalent institution (Comment 33(a)-8).

Reasonable methods of verification. Reasonably available means may include accessing a directory of Business Identifier Codes and verifying that the code provided by the sender matches the provided institution name, and, if possible, the specific branch or location provided by the sender. A provider may also rely on other commercially available databases or directories to check other recipient institution identifiers. The requirement to verify would be met if no reasonably available means exist to verify the accuracy of the recipient institution identifier if the other conditions are satisfied (Comment 33(h)-1).

Reasonable efforts. Whether a provider has used reasonable efforts does not depend on whether the provider is ultimately successful in recovering the amount that was to be received by the designated recipient. If the remittance transfer provider is requested to provide documentation or other supporting information in order for the pertinent institution or authority to obtain the proper authorization for the return of the incorrectly credited amount, reasonable efforts to recover the amount include timely provision of any such documentation to the extent that it is available and permissible under law (Comment 33(h)-2).

Promptness of reasonable efforts. Whether a provider acts promptly to use reasonable efforts depends on the facts and circumstances. For example, if, before the disclosed date of availability the sender informs the provider that the sender provided a wrong account number, the provider will have acted promptly if it attempts to contact the recipient's institution before the date of availability (Comment 33(h)-3).

Failure to make funds available by disclosed date of availability due to circumstances outside the remittance transfer provider's control. A remittance transfer provider's failure to deliver or transmit a remittance transfer by the disclosed date of availability is not an error if such failure was caused by extraordinary circumstances outside the remittance transfer provider's control that could not have been reasonably anticipated. Examples of such circumstances include war or civil unrest, natural disaster, garnishment or attachment of funds after the transfer is sent, and government actions or restrictions that could not have been reasonably anticipated by the remittance transfer provider, such as the imposition of foreign currency controls (Comment 33(a)-6).

Issues that are not considered errors under subpart B

The following are not errors:

a. an inquiry about the status of a remittance transfer except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability;

b. a request for information for tax or other record-keeping purposes;

c. a change requested by the designated recipient that the remittance transfer provider or others involved in the remittance transfer decide to accommodate; or

d. a change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided to the sender if the remittance transfer provider relied on information provided by the sender (12 CFR 1005.33(a)(2) and Comment 33(a)-10).

Notice of Error from Sender—12 CFR 1005.33(b)

Person asserting or discovering error. The error resolution procedures apply only when a notice of error is received from the sender (Comment 33(b)-1).

Timing of error notice. The notice of error must be received by the remittance transfer provider within 180 days of the disclosed date of availability of the remittance transfer (12 CFR 1005.33(b)(1)). But if the notice of error is based on documentation, additional information, or clarification provided by the remittance transfer provider, then notice is timely if it is received by the remittance transfer provider the later of

a. 180 days after the disclosed date of availability of the remittance transfer, or

b. 60 days after the provider sent the documentation, information, or clarification that had been requested (12 CFR 1005.33(b)(2)).

Content of error notice. Errors may be reported orally or in writing. The notice of error is effective so long as the remittance transfer provider is able to identify

a. the sender's name and telephone number or address (or e-mail address);

b. the recipient's name and, if known, telephone number and address;

c. the remittance transfer to which the notice of error applies; and

d. why the sender believes an error exists and, if

possible, the type, date, and amount of the error, except for errors involving requests for documentation, additional information, or clarification.

For example, the sender could provide the confirmation number or code that would be used by the designated recipient to pick up the transfer, or other identification number or code supplied by the remittance transfer provider in connection with the transfer, if the number or code is sufficient for the remittance transfer provider to identify the sender (and contact information), designated recipient, and the transfer in question (Comment 33(b)-2 and 3).

Effect of late notice. A remittance transfer provider is not required to comply with the error resolution requirements for any notice of error from a sender that is received more than 180 days from the disclosed date of availability of the remittance transfer or, if applicable, more than 60 days after a provider sent documentation, additional information, or clarification requested by the sender (Comment 33(b)-4).

Notice of error provided to agent. A notice of error provided by a sender to an agent of the remittance transfer provider is deemed to be received by the provider when the agent receives it (Comment 33(b)-5).

Consumer notice of error resolution rights. In addition to the requirement to provide an abbreviated notice of the consumer's error resolution rights on the receipt or combined notice, the remittance transfer provider must make available to a sender, upon request, a notice providing a full description of the sender's error resolution rights, using language set forth in Appendix A (Model Form A-36) or substantially similar language (Comment 33(b)-6).

Time Limits and Extent of Investigation—12 CFR 1005.33(c)

A remittance transfer provider must investigate promptly and determine whether an error occurred within 90 days of receiving a notice of error. The remittance transfer provider must report the results to the sender within three business days after completing its investigation and include notice of any remedies available for correcting any error that the provider determines has occurred. If the remittance transfer provider determines during its investigation that an error occurred as described by the sender, the remittance provider may inform the sender of its findings either orally or in writing. However, if the provider determines that no error or a different error occurred, the provider must provide a written explanation of the findings, and note the sender's right to request the documents on which the provider relied in making its determination (Comment 33(c)-1).

Remedies

If the remittance transfer provider determines an error (as defined in subpart B) occurred and the error relates to

a. an incorrect amount paid by the sender,

b. a computational or bookkeeping error made by the remittance transfer provider, or

c. failure to make the amount of currency stated in the disclosures available to the designated recipient.

the provider must either

a. refund the amount of funds provided by the sender in connection with a remittance transfer which was not properly transmitted or the amount appropriate to resolve the error, or

b. make available to the designated recipient, the amount appropriate to resolve the error without additional cost to the sender or the designated recipient (12 CFR 1005.33(c)(2)(i)).

If the error relates to a sender's request for documentation or additional information or clarification to determine whether an error exists, the remittance transfer provider must provide the requested information (12 CFR 1005.33(c)(2)(iv)).

Remedy in the case of failure to make funds available by the disclosed date of availability.

a. Where failure to make funds available by the disclosed date of availability occurred due to incorrect or insufficient information provided by the sender:
The remittance transfer provider is required to refund to the sender the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error, within three business days of providing the written explanation of findings. However, the provider may agree to the sender's request, upon receiving the results of the error investigation, to apply the funds toward a new remittance transfer, rather than be refunded, if the provider has not yet processed a refund.

In such an instance, the provider may deduct from the amount refunded or applied toward a new transfer any fees actually imposed by a person other than the provider (except those that will ultimately be refunded to the provider) on or, to the extent not prohibited by law, taxes actually collected on the remittance transfer as part of the first unsuccessful remittance transfer

attempt and inform the sender of the deduction and reason. The agreement to apply the funds toward a new transfer is treated as a new remittance transfer, and the provider must provide new disclosures in accordance with 12 CFR 1005.31 and all other applicable provisions of subpart B (12 CFR 1005.33(c)(2)(iii)) and Comments 33(c)-11 and -12).

b. All other instances of failure to make funds available by the disclosed date of availability: As applicable, the remittance transfer provider must either

   i. refund to the sender, the amount of funds which was not properly transmitted or the amount appropriate to resolve the error; or

   ii. make available to the designated recipient the amount appropriate to resolve the error without additional cost to the sender or to the designated recipient; and

   refund to the sender any fees imposed and, to the extent not prohibited by law, taxes collected on the remittance transfer (12 CFR 1005.33(c)(2)(ii).

Designation of requested remedy. The provider may request that the sender indicate the preferred remedy when providing the notice of the error. If the provider does so, it should indicate that a resend remedy may be unavailable if the error occurred because the sender provided incorrect or insufficient information. If the sender does not indicate the desired remedy at the time of providing notice of error, the remittance transfer provider must notify the sender of any available remedies in the written explanation of findings (Comment 33(c)-3).

Default remedy (except where the sender provided incorrect or insufficient information). The provider may set a default remedy that the remittance transfer provider will use if the sender does not designate a remedy within a reasonable time after receiving the written explanation of findings. If a default remedy is provided, the remittance transfer provider must correct the error within one business day or as soon as reasonably practicable, after the reasonable time for the sender to designate the remedy has passed. For purposes of designating a remedy, 10 days is deemed a reasonable time (Comment 33(c)-4).

Amount appropriate to resolve the error. The amount appropriate to resolve the error is the specific amount of transferred funds that should have been received if the remittance transfer had taken place without error. It does not include consequential damages (Comment 33(c)-5).

Form of refund. Where a refund may be issued, a remittance transfer provider may generally, at its discretion, issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer (Comment 33(c)-6).

Remedies for incorrect amount paid. If an error relates to the payment of an incorrect amount, the sender may request a refund of the amount necessary to resolve the error or request that the remittance transfer provider make the amount necessary to resolve the error available to the designated recipient at no additional cost (Comment 33(c)-7).

Correction of an error if funds were not not available by disclosed date. If the remittance transfer provider determines an error related to failure to make funds available by the disclosed date occured, it must correct the error and refund any fees imposed by the provider or a third party involved in sending the transfer, such as an intermediary bank involved in sending a wire transfer or the institution from which the funds are picked up (unless the sender provided incorrect or insufficient information to the remittance transfer provider in connection with the remittance transfer) (Comment 33(c)-8).

Charges for error resolution. If an error occurred, whether as alleged or in a different amount or manner, the remittance transfer provider may not impose a charge related to any aspect of the error resolution process (including charges for documentation or investigation) (Comment 33(c)-9).

Correction without investigation. A remittance transfer provider may correct an error, without investigation, in the amount or manner alleged by the sender, or otherwise determined, to be in error, but must comply with all other applicable requirements (Comment 33(c)-10).

Procedures if Remittance Transfer Provider Determines No Error or Different Error Occurred—12 CFR 1005.33(d)

If the remittance transfer provider determines that no error occurred or that an error occurred in a manner or amount different from that described by the sender, its report of the results of the investigation must include a written explanation of the provider's findings and shall note the sender's right to request the documents on which it relied in making its determination. The explanation should also address the specific complaint of the sender. Upon the sender's request, the remittance transfer provider must also promptly provide copies of the documents on which it relied to make its error determination (12 CFR 1005.33(d)).

Error different from that alleged. If a remittance transfer provider determines that an error occurred

in a manner or amount different from that described by the sender, it must comply with the requirements of both 12 CFR 1005.33(c) (concerning the investigation) and (d) (procedures if remittance transfer provider determines no error or different error occurred), as applicable. The provider may give the notice of correction and the explanation separately or in a combined form (Comment 33(d)-1).

Reassertion of Error—12 CFR 1005.33(e)

A remittance transfer provider that has fully complied with the error resolution requirements of this section generally has no further responsibilities should the sender later reassert the same error, except in the case of an error asserted by the sender following receipt of additional information requested from the provider (12 CFR 1005.33(e)).

Withdrawal of error; right to reassert. The remittance transfer provider has no further error resolution responsibilities if the sender voluntarily withdraws the notice alleging an error. A sender who has withdrawn an allegation of error has the right to reassert the allegation unless the remittance transfer provider had already complied with all of the error resolution requirements before the allegation was withdrawn. The sender must do so, however, within the original 180-day period from the disclosed date of availability or, if applicable, the 60-day period for a notice of error based on documentation or clarification that the sender previously requested (Comment 33(e)-1).

Relation to Other Laws—12 CFR 1005.33(f)

Relation to Regulation E for incorrect EFTs from a sender's account (12 CFR 1005.11). If an alleged error involves an incorrect electronic fund transfer from a sender's account in connection with a remittance transfer, and the sender provides a notice of error to the account-holding institution, the requirements of 12 CFR 1005.11 governing error resolution apply if the account-holding institution is not also the remittance transfer provider. However, if the remittance transfer provider is also the account holding institution, then the error-resolution provisions of 12 CFR 1005.33 apply when the sender provides such notice of error (12 CFR 1005.33(f)(1)).

Concurrent error obligations. A remittance transfer provider that holds the sender's account may have error obligations under both 12 CFR 1005.11 and 1005.33, depending on the relationship with the sender and the nature of the error. For example, if a sender asserts an error under 12 CFR 1005.11 with a remittance transfer provider that holds the sender's account, and the error is not also an error under 12 CFR 1005.33 (such as the omission of an EFT on a periodic statement), then the error-resolution provisions of 12 CFR 1005.11 exclusively apply to the error. However, if a sender asserts an error under 12 CFR 1005.33 with a remittance transfer provider that holds the sender's account, and the error is also an error under 12 CFR 1005.11 (such as when the amount the sender requested to be deducted from the sender's account and sent for the remittance transfer differs from the amount that was actually deducted from the account and sent), then the error-resolution provisions of 12 CFR 1005.33 exclusively apply to the error (Comment 33(f)-1).

Relation to Truth in Lending Act and Regulation Z. If an alleged error involves an incorrect extension of credit in connection with a remittance transfer, an incorrect amount received by the designated recipient that is an extension of credit for property or services not delivered as agreed, or the failure to make funds available by the disclosed date of availability that is an extension of credit for property or services not delivered as agreed, and the sender provides a notice of error to the creditor extending the credit, the error resolution provisions of Regulation Z, 12 CFR 1026.13 apply to the creditor, rather than the requirements of 12 CFR 1005.33, even if the creditor is the remittance transfer provider. However, if the creditor is the remittance transfer provider, the error resolution requirements of 12 CFR 1005.33(b) will apply instead of 12 CFR 1026.13(b). If the sender instead provides a notice of error to the remittance transfer provider that is not also the creditor, then the error-resolution provisions of 12 CFR 1005.33 apply to the remittance transfer provider (12 CFR 1005.33 (f)(2)).

Unauthorized remittance transfers. If an alleged error involves an unauthorized electronic fund transfer for payment in connection with a remittance transfer, 12 CFR 1005.6 and 1005.11 apply with respect to the account-holding institution. If an alleged error involves an unauthorized use of a credit account for payment in connection with a remittance transfer, the provisions of Regulation Z, 12 CFR 1026.12(b), if applicable, and 12 CFR 1026.13, apply with respect to the creditor (12 CFR 1005.33(f)(3)).

Holder in due course. The error resolution provisions in subpart B do not affect a sender's rights to assert claims and defenses against a card issuer concerning property or services purchased with a credit card under Regulation Z, 12 CFR 1026.12(c)(1), as applicable (Comment 33(f)-2).

Assertion of the same error with multiple parties. If a sender receives credit to correct an error of an incorrect amount paid in connection with a remit-

tance transfer from either the remittance transfer provider or account-holding institution (or creditor), and subsequently asserts the same error with another party, that party has no further responsibilities to investigate the error if the error has been corrected. In addition, nothing prevents an account-holding institution or creditor from reversing amounts it has previously credited to correct an error if a sender receives more than one credit to correct the same error (Comment 33(f)-3).

Error Resolution Standards and Recordkeeping Requirements—12 CFR 1005.33(g)

Compliance program. A remittance transfer provider must develop and maintain written policies and procedures that are designed to ensure compliance with the error resolution requirements applicable to remittance transfers.

Policies and procedures must address the retention of records related to error investigations (12 CFR 1005.33(g)(1) and (2)).

Record retention requirements. Remittance transfer providers are subject to the record retention requirements under subpart A (12 CFR 1005.13 and Comment 33(g)-1). See also section XVIII below.

XIV. Procedures for Cancellation and Refund of Remittance Transfers—12 CFR 1005.34

Sender's right of cancellation and refund

Except for certain remittance transfers scheduled in advance subject to 12 CFR 1005.36(c), a remittance transfer provider generally must comply with any oral or written request to cancel a remittance transfer from the sender that is received by the provider no later than 30 minutes after the sender makes payment in connection with the remittance transfer if

a. the request to cancel enables the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and

b. the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient (12 CFR 1005.34(a)).

Content of cancellation request. A request to cancel a remittance transfer is valid so long as the remittance transfer provider is able to identify the remittance transfer in question (Comment 34(a)-1).

Notice of cancellation right. A remittance transfer provider is required to include an abbreviated notice of the sender's right to cancel a remittance transfer on the receipt or combined disclosure provided to the sender. In addition, the remittance transfer provider must make available to a sender upon request, a notice providing a full description of the right to cancel a remittance transfer (Comment 34(a)-2). See also Model Form 36 in Appendix A.

Thirty-minute cancellation right. Except for certain remittance transfers scheduled in advance subject to 12 CFR 1005.36(c), a remittance transfer provider must comply with the cancellation and refund requirements if the cancellation request is received no later than 30 minutes after the sender makes payment (Comment 34(a)-3).

Cancellation request provided to agent. A cancellation request provided by a sender to an agent of the remittance transfer provider is deemed to be received by the provider when received by the agent (Comment 34(a)-4).

Time limits and refund requirements. If a sender provides a timely request to cancel a remittance transfer, a remittance transfer provider must, within three business days of receiving the request, refund all funds provided by the sender in connection with the remittance transfer, including any fees and, to the extent not prohibited by law, taxes that have been imposed for the transfer, whether the fee or tax was assessed by the provider or a third party, such as an intermediary institution, the agent or bank in the recipient country, or a state or other governmental body (12 CFR 1005.34(b) and Comment 34(b)-2).

Form of refund. A remittance transfer provider generally may issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer (Comment 34(b)-1).

XV. Acts of Agents—12 CFR 1005.35

A remittance transfer provider is strictly liable for a violation by an agent, when such agent acts on its behalf. Remittance transfer providers must comply with the requirements of subpart B, even if an agent or other person performs functions for the remittance transfer provider and regardless of whether the provider has an agreement with a third party that transfers or otherwise makes funds available to a designated recipient (12 CFR 1005.35 and Comment 35-1).

Agencies responsible for enforcing the requirements of EFTA section 919 and subpart B of Regulation E may consider, in any action or other proceeding against a remittance transfer provider, the extent to which the provider had established and maintained policies or procedures for compli-

ance, including policies, procedures, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider (EFTA section 919(f)(2)).

XVI. Transfers Scheduled before the Date of Transfer—12 CFR 1005.36

Applicability of subpart B. The requirements set forth in subpart B apply to remittance transfers scheduled before the transfer date, unless modified by 12 CFR 1005.36. For example, the foreign language disclosure requirements apply to disclosures provided in connection with transfers scheduled in advance (Comment 36-1).

Timing—12 CFR 1005.36(a)

For one-time transfers scheduled five or more business days in advance or for the first in a series of transfers authorized in advance to recur at substantially regular intervals (preauthorized remittance transfers), the remittance transfer provider must provide either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment. If any of the disclosures provided contain estimates, the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided.

Subsequent preauthorized remittance transfers. For each subsequent preauthorized remittance transfer, the provider must provide an updated receipt if any of the information (other than temporal disclosures) on the most recent receipt is no longer accurate for reasons other than as permitted in the estimates provisions of 12 CFR 1005.32. The receipt must clearly and conspicuously indicate that it contains updated disclosures and must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. If the disclosure is mailed no later than 10 business days or delivered by hand or electronically no later than 5 business days before the scheduled date of the transfer, the provider is deemed to have provided the disclosure within a reasonable time (12 CFR 1005.36(a)(2)(i) and Comments 36(a)(2)-1, -2, and -3).

For each subsequent preauthorized transfer, the remittance transfer provider must mail or deliver to the sender a receipt no later than one business day after the date of the transfer. This is not required in situations where an updated receipt that contained no estimates was provided prior to the scheduled date of the next subsequent preauthorized remittance transfer. If the remittance transfer involves the transfer of funds from the sender's account held by the provider, the receipt may be provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided (12 CFR 1005.36(a)(2)(ii)).

Accuracy—12 CFR 1005.36(b)

For a one-time transfer scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, disclosures provided must be accurate when a sender makes payment except to the extent estimates are permitted. Unless estimates are permitted, for each subsequent preauthorized remittance transfer, the most recent receipt provided must generally be accurate as of when such transfer is made except to the extent estimates are permitted. Temporal elements in the disclosures like the date of availability and the transfer date must only be accurate if the transfer is the first transfer after the disclosure was provided (12 CFR 1005.36(b)).

Cancellation—12 CFR 1005.36(c)

Cancellation of transfers scheduled at least three days in advance. A remittance transfer provider must comply with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer if the request to cancel

a. enables the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled, and

b. is received by the provider at least three business days before the scheduled date of the remittance transfer (12 CFR 1005.36(c)).

The right of cancellation applies when a remittance transfer is scheduled by the sender at least three business days before the date of the transfer, regardless of whether the sender schedules a preauthorized remittance transfer or a one-time transfer. For transfers scheduled less than three business days before the date of transfer the 30 minute cancellation deadline in 12 CFR 1005.34 applies (Comment 36(c)-1).

Cancelled preauthorized remittance transfers. For preauthorized remittance transfers, the provider must assume the request to cancel applies to all future preauthorized remittance transfers, unless the sender specifically indicates that it should apply only to the next scheduled transfer (Comment 36(c)-2).

Concurrent cancellation obligations. A financial institution that is also a remittance transfer provider may have both stop payment obligations under 12 CFR 1005.10 and cancellation obligations under 12 CFR 1005.36. If a sender cancels a remittance transfer under 12 CFR 1005.36 with a remittance transfer provider that holds the sender's account, and the transfer is a preauthorized transfer, 12 CFR 1005.36 applies exclusively (Comment 36(c)-3).

Additional Requirements for Subsequent Preauthorized Remittance Transfers—12 CFR 1005.36(d)

Disclosure requirement. For any subsequent transfer in a series of preauthorized remittance transfers, the remittance transfer provider must disclose

a. the date of the subsequent transfer using the term "Future Transfer Date" or a substantially similar term,

b. a statement of the sender's cancellation rights, and

c. the name, telephone number(s), and website of the remittance transfer provider (12 CFR 1005.36(d)(1)).

The disclosures must be provided no more than 12 months, and no less than 5 business days prior to, the date of the subsequent preauthorized remittance transfer. For any subsequent preauthorized remittance transfer for which the date of transfer is 4 or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series (12 CFR 1005.36(d)(2)).

A remittance transfer provider has some flexibility in determining how and when the disclosures required by 12 CFR 1005.36(d)(1) may be provided to senders. They may be provided as a separate disclosure, or on or with any other disclosure required by subpart B related to the same series of preauthorized remittance transfers, provided that the disclosure and timing requirements in 12 CFR 1005.36(d)(2) and other applicable provisions in subpart B are satisfied (Comment 36(d)-1).

If any of the information provided in these disclosures change, the provider must provide an updated disclosure with the revised information that is accurate as of when the transfer is made (12 CFR 1005.36(d)(1) and (4) and Comments 36(d)-2, -3 and -4).

For any subsequent preauthorized remittance transfer, the future date of transfer must be provided on any receipt provided for the initial transfer in that series of preauthorized remittance transfers. If the provider discloses the dates of subsequent preauthorized remittance transfers and the applicable cancellation period on either the receipt provided when payment is made or on a second receipt, the disclosure must be phrased and formatted in such a way that it is clear to the sender which cancellation period is applicable to any date of transfer on the receipt (Comments 31(b)(2)-4 and -5).

THE FOLLOWING SECTIONS ARE APPLICABLE TO BOTH SUBPART A AND SUBPART B.

XVII. Preemption

The EFTA and Regulation E preempt inconsistent state laws but only to the extent of the inconsistency. The CFPB is given the authority to determine whether or not a state law is inconsistent. An entity, state, or other interested party may request the CFPB to make such a determination. A state law will not be deemed inconsistent if it is more protective of the consumer than the EFTA or Regulation E. Upon application, the CFPB has the authority to exempt any state from the requirements of the EFTA or the regulation for any class of EFTs within a state, with the exception of the civil liability provision (EFTA section 922 and 12 CFR 1005.12(b) and (c)).

XVIII. Administrative Enforcement and Record Retention—12 CFR 1005.13

Section 918 of the EFTA sets forth the federal agencies responsible for enforcing compliance with the provisions of the law and its implementing regulation.

Record retention. Any person subject to the EFTA and Regulation E must maintain evidence of compliance with the EFTA and Regulation E for at least two years from the date the disclosures are required to be made or action is required to be taken. The agency supervising the person may extend this period. The period may also be extended if the person is subject to an action filed under Sections 910, 915, or 916(a) of the EFTA, which generally apply to the person's liability under the EFTA and Regulation E. Persons subject to the EFTA who have actual notice that they are being investigated or subject to an enforcement proceeding must retain records until disposition of the proceeding (12 CFR 1005.13 and 1005.33(g)).

Records may be stored on microfiche, microfilm, magnetic tape, or in any other manner capable of accurately retaining and reproducing the information.

XIX. Miscellaneous

The EFTA contains several additional provisions that are not directly reflected in the language of Regulation E. Most significantly, 15 U.S.C. 1693l provides that the consumer may not waive by agreement any right conferred, or cause of action created, by the EFTA. However, the consumer and another person may provide by agreement greater consumer protections or additional rights or remedies than those provided by the EFTA. In addition, the consumer may sign a waiver in settlement of a dispute.

If a third-party payee has agreed to accept payment by EFT, the consumer's obligation to pay is suspended during any period in which a system malfunction prevents an EFT from occurring (15 U.S.C. 1693j). However, the payee may avoid that suspension by making a written request for payment by means other than EFT.

Failure to comply with the requirements of the EFTA can result in civil and criminal liability, as outlined in 15 U.S.C. 1693m and 15 U.S.C. 1693n. Financial institutions may also be liable for damages under 15 U.S.C. 1693h due to failure to complete an EFT or failure to stop a preauthorized transfer when instructed to do so.

Appendix A—Model Disclosure Clauses and Forms—12 CFR 1005

Appendix A of Regulation E contains model clauses and forms that entities may use to comply with the requirement disclosure requirements of Regulation E. Use of the model forms is optional and an entity may make certain changes to the language or format of the model forms without losing the protection from civil and criminal liability under Sections 915 and 916 of the EFTA. The model forms are

For subpart A:

A-1 Model Clauses for Unsolicited Issuance (12 CFR 1005.5(b)(2))

A-2 Model Clauses for Initial Disclosures (12 CFR 1005.7(b))

A-3 Model Forms for Error Resolution Notice (12 CFR 1005.7(b)(10) and 1005.8(b))

A-4 Model Form for Service-Providing Institutions (12 CFR 1005.14(b)(1)(ii))

A-5 Model Forms for Government Agencies (12 CFR 1005.15(d)(1) and(2))

A-6 Model Clauses for Authorizing One-Time Electronic Fund Transfers Using Information from a Check (12 CFR 1005.3(b)(2))

A-7 Model Clauses for Financial Institutions Offering Payroll Card Accounts (12 CFR 1005.18 (c))

A-8 Model Clause for Electronic Collection of Returned Item Fees (12 CFR 1005.3(b)(3))

A-9 Model Consent Form for Overdraft Services (12 CFR 1005.17)

For subpart B:

A-30(a) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer where non-covered third-party fees and foreign taxes may apply (12 CFR 1005.31 (b)(1))

A-30(b) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimate for non-covered third-party fees (12 CFR 1005.31(b)(1) and 12 CFR 1005.32(b)(3))

A-30(c) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimate for foreign taxes (12 CFR 1005.31(b)(1) and 12 CFR 1005.32(b)(3))

A-30(d) Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency, including a disclaimer with estimates for non-covered third-party fees and foreign taxes (12 CFR 1005.31 (b)(1) and 12 CFR 1005.32(b)(3))

A-31 Model Form for Receipts for Remittance Transfers Exchanged into Local Currency (12 CFR 1005.31(b)(2))

A-32 Model Form for Combined Disclosures for Remittance Transfers Exchanged into Local Currency (12 CFR 1005.31(b)(3))

A-33 Model Form for Prepayment Disclosures for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(1))

A-34 Model Form for Receipts for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(2))

A-35 Model Form for Combined Disclosures for Dollar-to-Dollar Remittance Transfers (12 CFR 1005.31(b)(3))

A-36 Model Form for Error Resolution and Cancellation Disclosures (Long) (12 CFR 1005.31(b) (4))

A-37 Model Form for Error Resolution and Cancellation Disclosures (Short) (12 CFR 1005.31(b) (2)(iv) and (b)(2)(vi))

A-38 Model Form for Prepayment Disclosures for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(1))

A-39 Model Form for Receipts for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(2))

A-40 Model Form for Combined Disclosures for Remittance Transfers Exchanged into Local Currency—Spanish (12 CFR 1005.31(b)(3))

A-41 Model Form for Error Resolution and Cancellation Disclosures (Long)—Spanish (12 CFR 1005.31(b)(4))

References

Laws

15 U.S.C. 1693 et seq., Electronic Fund Transfer Act

15 U.S.C. 7001 et seq., Electronic Signatures in Global and National Commerce

Regulations

Consumer Financial Protection Bureau Regulations (12 CFR)

Part 1005 Electronic Fund Transfers (Regulation E)

Electronic Fund Transfer Act
Examination Procedures

These examination procedures are divided into three sections:

- Section I covers management and policy related procedures for both financial institutions and other entities that may be remittance transfer providers (referred to herein as "entity").
- Section II covers electronic fund transfers conducted by financial institutions.
- Section III applies to remittance transfer providers (including financial institutions).

Each examination should be risk-based and may not require an examiner to complete all three sections. In addition, each agency may have its own supervisory strategy that will dictate which sections of these examination procedures are required to be completed.

EXAMINATION OBJECTIVES

In general, a Regulation E examination is conducted to

A. determine the entity's compliance with Regulation E

B. assess the quality of the entity's compliance risk management systems and its policies and procedures for implementing Regulation E

C. determine the level of reliance that can be placed on the entity's internal controls and procedures for monitoring the entity's compliance with Regulation E

D. as appropriate, direct corrective action when violations of law are identified or when the entity's policies or internal controls are deficient

EXAMINATION PROCEDURES

Section I—Management and policy-related examination procedures

1. Through a review of all available information (e.g., board minutes, management reports, monitoring reports, etc.) and discussions with management, determine that the board and management have set clear expectations about compliance with Regulation E, not only within the entity but also concerning key business partners, including agents, correspondent banks, and software providers, to the extent relevant.
2. Through a review of all available information (e.g., written policies and procedures, management's self-assessments, customer complaints, prior examination reports) and any compliance audit material, including work papers and reports, determine whether
   a. there are any weaknesses or other risks in the business model
   b. the scope of the audit addresses all provisions of Regulation E as applicable
   c. the scope of the audit addresses all key business processes and functions, including those carried out by third-party service providers or key business partners, as appropriate
   d. management has taken corrective actions to follow up on previously identified deficiencies
   e. as applicable, testing includes risk-based samples covering product types and decision centers
   f. there is an audit trail that supports the findings and conclusions of the work performed
   g. significant deficiencies and their causes are included in reports to management and/or to the board of directors or principal(s)
   h. the frequency of review is appropriate
3. Through discussions with management and review of available information, determine whether the entity's internal controls are adequate to ensure compliance with respect to the Regulation E area under review. Consider among other things
   a. organizational charts;
   b. process flowcharts;
   c. policies and procedures;
   d. account (if applicable) and transaction documentation;
   e. checklists; and
   f. computer program documentation.
4. Through a review of the entity's training materials and discussions with management, determine whether:
   a. the entity provides appropriate training to employees and other persons responsible for Regulation E compliance and operational procedures
   b. the training is comprehensive and covers the

sections of Regulation E that apply to the individual entity's product offerings and operations including, to the extent appropriate, those functions carried out by third-party service providers or other business partners, such as agents and correspondent banks

Section II—Subpart A

Based on the materials reviewed within Section I, and as applicable, complete Section II to determine the financial institution's compliance with Regulation E.

Transaction-related examination procedures

Conduct transaction testing, using the following examination procedures:

1. Obtain and review copies of the following:
   a. disclosure forms;
   b. advertising and scripts for overdraft opt-ins;
   c. account agreements;
   d. procedural manuals and written policies;
   e. merchant agreements;
   f. automated teller machine receipts and periodic statements;
   g. error resolution statements/files;
   h. form letters used in case of errors or questions concerning an account;
   i. any agreements with third parties allocating compliance responsibilities; and
   j. consumer complaint files.

Policies and procedures

2. Determine the extent and adequacy of the financial institution's policies, procedures, and practices for ensuring compliance with the regulation. In particular, verify that
   a. access devices are issued in compliance with the regulation (12 CFR 1005.5(b))
   b. required disclosures are given at time the account is opened or prior to the first electronic funds transfer ("EFT") (12 CFR 1005.4 and 1005.7(c))
   c. unauthorized transfer claims are processed in compliance with the regulation (12 CFR 1005.6 and 1005.11)
   d. liability for unauthorized transfer claims is assessed in compliance with the regulation (12 CFR 1005.6)
   e. negligence is not a factor in determining customer liability. The deposit agreement may not impose greater liability than Regulation E provides but may provide for less consumer liability (12 CFR 1005.6).
   f. preauthorized debits and credits comply with the regulation (12 CFR 1005.10)

Disclosures, notices, receipts, periodic statements, and preauthorized transfers

3. If the financial institution has changed the terms or conditions of initial disclosures for EFT services since the last examination that required a written notice to the customer, determine that the institution provided the proper notice in a timely manner (12 CFR 1005.8(a)).
4. Review a sample of periodic statements for each type of account in which electronic fund transfers occur to determine that they contain sufficient information for the consumer to identify transactions adequately and that they otherwise comply with regulatory requirements (12 CFR 1005.9).
5. Verify that the financial institution does not require compulsory use of EFTs, except as authorized (12 CFR 1005.10(e)).
6. For unauthorized transfers, lost or stolen ATM cards, and EFT consumer complaints, and their respective periodic statements, determine whether:
   a. the financial institution is incompliance with its error resolution procedures to isolate any apparent deficiencies in the financial institution's operations to ensure that the institution follows its policies for unauthorized transfers (12 CFR 1005.6 and 1005.11)
   b. the financial institution investigates alleged errors and notifies consumers of the results within allotted time frames and, when appropriate, provisionally re-credits the account (12 CFR 1005.11(c))
   c. the financial institution follows regulatory procedures after it completes its investigation and determines either that an error occurred (12 CFR 1005.11(c)(1)) or that no error occurred (12 CFR 1005.11(d))
7. Review ATM and point-of-sale transfer receipts to determine whether they provide a clear description of the transaction (12 CFR 1005.9 (a)).
8. Determine that the financial institution is maintaining records of compliance for a period of not less than two years from the date disclosures are required to be made or action is

required to be taken (12 CFR 1005.13(b)).

Payroll cards and ATMs

9. If the financial institution maintains payroll card accounts and does not provide periodic statements under 12 CFR 1005.9(b) for these accounts, verify that the institution makes available the account balance by telephone, an electronic history of account transactions, and (upon request) a written history of account transactions (12 CFR 1005.18(b)).
10. If the financial institution maintains payroll card accounts, verify that the financial institution complies with the modified requirements with respect to the required initial disclosures, error resolution notices, limitations on liability, and error resolution procedures (12 CFR 1005.18 (c)).
11. If the financial institution operates one or more ATMs for which it charges a fee for use, determine that the financial institution provides notice of the fee and the amount of the fee on the screen of the ATM or on paper before the consumer is committed to paying the fee (12 CFR 1005.16).

Overdrafts

12. Determine that the financial institution holding a consumer's account does not assess a fee or charge on a consumer's account for paying an ATM or one-time debit card transaction pursuant to the institution's overdraft service,[19] unless the institution (12 CFR 1005.17(b)(1))
    a. provides the consumer with a notice in writing (or if the consumer agrees, electronically), that is segregated from all other information and describes the institution's overdraft service;
    b. provides a reasonable opportunity for the consumer to affirmatively consent, or opt in, to the service for ATM and one-time debit card transactions;
    c. obtains the consumer's affirmative consent, or opt-in, to the institution's payment of ATM or one-time debit card transactions; and
    d. provides the consumer with confirmation of the consumer's consent in writing (or if the consumer agrees, electronically), which includes a statement informing the consumer of the right to revoke such consent.

NOTE: An institution does not have to meet the notice requirements described above if it has a policy and practice of declining to authorize and pay any ATM or one-time debit card transactions when it has a reasonable belief at the time of the authorization request that the consumer does not have sufficient funds available to cover the transaction. However, it is still prohibited from charging fees for paying an ATM or one-time debit transaction overdraft (12 CFR 1005, and Comment 1005.17 (b)-1(iv)).

13. Determine that in assessing overdraft fees for consumers who have not opted in, the institution charges fees only for negative balances, daily, or sustained overdraft, or similar fees, when the negative balance is attributable in whole or in part to checks, automated clearing house (ACH) or other transactions not subject to the fee prohibition, and that the fee is assessed based on the date when the check is paid into overdraft, not the date of the ATM or one-time debit transaction (Comment 1005.17 (b)-9).
14. Determine that the financial institution does not (12 CFR 1005.17(b)(2))
    a. condition the payment of any overdrafts for checks, ACH transactions, and other types of transactions on the consumer affirmatively consenting to the institution's payment of ATM and one-time debit card transactions pursuant to the institution's overdraft service; or
    b. decline to pay checks, ACH transactions, and other types of transactions that overdraw the consumer's account because the consumer has not affirmatively consented to the institution's overdraft service for ATM and one-time debit card transactions.
15. Determine that the financial institution provides to consumers who do not affirmatively consent to the institution's overdraft service for ATM and one-time debit card transactions the same account terms, conditions, and features that it provides to consumers who affirmatively consent, except for the overdraft service for ATM and one-time debit card transactions (12 CFR 1005.17(b)(3)).
16. Ensure that the notice required by 12 CFR 1005.17(b)(1)(i) is substantially similar to Model Form A-9 (Model Consent Form for Overdraft Services), includes all applicable items in the following list, and does not contain any additional information (12 CFR 1005.17(d) and Comments 1005.17(d)-1 through 1005.17(d)-5):
    a. *Overdraft service.* A brief description of the

19. The term "overdraft service" means a service under which a financial institution assesses a fee or charge on a consumer's account held by the financial institution for paying a transaction (including a check or other item) when the consumer has insufficient or unavailable funds in the account (12 CFR 1005.17 (a)). "Overdraft service" does not include a service that transfers funds from another account held by a consumer or a line of credit.

financial institution's overdraft service and the types of transactions for which a fee or charge for paying an overdraft may be imposed, including ATM and one-time debit card transactions.

b. *Fees imposed.* The dollar amount of any fees or charges assessed by the financial institution for paying an ATM or one-time debit card transaction pursuant to the institution's overdraft service, including any daily or other overdraft fees. If the amount of the fee is determined on the basis of the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the institution must disclose the maximum fee that may be imposed.

c. *Limits on fees charged.* The maximum number of overdraft fees or charges that may be assessed per day, or, if applicable, that there is no limit.

d. *Disclosure of opt-in right.* An explanation of the consumer's right to affirmatively consent to the financial institution's payment of overdrafts for ATM and one-time debit card transactions pursuant to the financial institution's overdraft service, including the methods by which the consumer may consent to the service; and

e. *Alternative plans for covering overdrafts.* If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, the institution must state in its opt-in notice that both alternative plans are offered. If the institution offers one, but not the other, it must state in its opt-in notice the alternative plan that it offers. If the institution does not offer either plan, it should omit the reference to the alternative plans. If the financial institution offers additional alternatives for paying overdrafts, it may (but is not required to) disclose those alternatives.

NOTE: Permitted modifications and additional content. If applicable, the institution may modify the content required by 12 CFR 1005.17(d) to indicate that the consumer has the right to opt into, or opt out of, the payment of overdrafts under the institution's overdraft service for other types of transactions, such as checks, ACH transactions, or automatic bill payments; to provide a means for the consumer to exercise this choice; and to disclose the associated returned-item fee and that additional merchant fees may apply. The institution may also disclose the consumer's right to revoke consent. The response portion of Model Form A-9 may be tailored to the methods offered for opting in and may include reasonable methods to identify the account, such as a bar code.

17. Determine that, when two or more consumers jointly hold an account, the financial institution treats the affirmative consent of any of the joint consumers as affirmative consent for that account and treats a revocation of affirmative consent by any of the joint consumers as revocation of consent for that account (12 CFR 1005.17(e)).

18. Ensure that a consumer may affirmatively consent to the financial institution's overdraft service at any time in the manner described in the institution's (12 CFR 1005.17(b)(1)(i)) notice, and that a consumer may also revoke consent at any time in the manner made available to the consumer for providing consent (12 CFR 1005.17(f)).

19. Determine that the financial institution implements a consumer's revocation of consent as soon as reasonably practicable (12 CFR 1005 (17)(f)).

20. Determine that a consumer's affirmative consent to the institution's overdraft service is effective until revoked by the consumer or until the financial institution terminates the service (12 CFR 1005.17(g)).

21. Determine that the financial institution's overdraft protection program incorporates your agency's guidance as applicable.

Gift card disclosures

22. Determine that the disclosures required by the sections listed below are made on the certificate or card, or in the case of a loyalty, award, or promotional gift card, on the card, code, or other device:

    a. 12 CFR 1005.20(a)(4)(iii) (loyalty, award, or promotional gift card);

    b. 12 CFR 1005.20(d)(2) (dormancy, inactivity, or service fees);

    c. 12 CFR 1005.20(e)(3) (expiration date or phone and web regarding replacement); and

    d. 12 CFR 1005.20(f)(2) (phone and web regarding fees).

NOTE: A disclosure made in an accompanying terms and conditions document, on packaging surrounding a certificate or card, or on a sticker or other label affixed to the certificate or card does not constitute a disclosure on the certificate or card.

If the certificate or card is electronic, determine

that disclosures are provided electronically on the certificate or card provided to the consumer.

If an issuer provides a code or confirmation to a consumer orally, determine that the issuer provides to the consumer a written or electronic copy of the code or confirmation promptly and the applicable disclosures are provided on the written copy of the code or confirmation (12 CFR 1005.20(c)(4)).

23. Determine that the following are stated, as applicable, clearly and conspicuously on the gift certificate, store gift card, or general-use prepaid card:
    a. the amount of any dormancy, inactivity, or service fee that may be charged;
    b. how often such fee may be assessed; and
    c. that such fee may be assessed for inactivity (12 CFR 1005.20(d)(2)).
24. Determine that the following disclosures and information are provided in connection with a gift certificate, store gift card, or general-use prepaid card as applicable. For each type of fee that may be imposed in connection with the certificate or card (other than a dormancy, inactivity, or service fee, which are discussed above) the following information must be provided on or with the certificate or card:
    a. the type of fee;
    b. the amount of the fee (or an explanation of how the fee will be determined);
    c. the conditions under which the fee may be imposed; and
    d. a toll free number, and if one is maintained, a website that a consumer may use to obtain information about the fees described in paragraphs 12 CFR 1005.20(d)(2) and 12 CFR 1005.20(f)(1) (described immediately above) of this section must be disclosed on the certificate or card (12 CFR 1005.20(f)).
25. If an expiration date applies to a certificate or card, determine that the following disclosures are provided on the certificate or card, as applicable:
    a. the expiration date for the underlying funds or, if the underlying funds do not expire, that fact;
    b. a toll-free telephone number and, if one is maintained, a website that a consumer may use to obtain a replacement certificate or card after the certificate or card expires if the underlying funds may be available; and
    c. except where a non-reloadable certificate or card bears an expiration date that is at least seven years from the date of manufacture, a statement, disclosed with equal prominence and in close proximity to the certificate or card expiration date, that:
        i. the certificate or card expires, but the underlying funds either do not expire or expire later than the certificate or card, and
        ii. the consumer may contact the issuer for a replacement card (12 CFR 1005.20 (e)(3)).
26. Determine that a loyalty, award, or promotional gift card sold or issued by the examined institution sets forth the following disclosures, as applicable: (12 CFR 1005.20(a)(4)(iii))
    a. a statement on the front of the card, code, or other device, indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes;
    b. the expiration date for the underlying funds on the front of the card, code, or other device;
    c. the amount of any fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be imposed. This disclosure must be provided on or with the card, code, or other device; and
    d. a toll-free telephone number and, if one is maintained, a website that a consumer may use to obtain fee information on the card, code, or other device.
27. Determine that a person (examined institution) that issues or sells a gift certificate, store gift card, or general-use prepaid card discloses to the consumer, prior to purchase, the information required by 12 CFR 1005.20(d)(2) (dormancy, inactivity, or service fees), 12 CFR 1005.20(e)(3) (expiration date or phone and web regarding replacement), and 12 CFR 1005.20(f)(1) (other fees). (12 CFR 1005.20(c)(3))
28. Determine that the fees, terms, and conditions of expiration that are required to be disclosed prior to purchase are not changed after purchase. (12 CFR 1005.20(c)(3))
29. Determine that no person (examined institution) imposes a dormancy, inactivity, or service fee with respect to a gift certificate, store gift card, or general-use prepaid card, unless (12 CFR 1005.20(d))
    a. there has been no activity with respect to the certificate or card, in the one year period ending on the date on which the fee is imposed;
    b. required disclosures are provided; and

c. not more than one dormancy, inactivity, or service fee is imposed in any given calendar month.

30. Determine that the person (examined institution) does not sell or issue a gift certificate, store gift card, or general-use prepaid card with an expiration date unless (12 CFR 1005.20 (e))

a. required expiration date disclosures are provided on the certificate or card, as applicable;

b. it has established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card with at least five years remaining until the certificate or card expiration date;

c. the expiration date for the underlying funds is at least the later of

i. five years after the date the gift certificate was initially issued, or the date on which funds were last loaded to a store gift card or general-use prepaid card; or

ii. the certificate or card expiration date, if any; and

d. no fee or charge is imposed on the cardholder for replacing the gift certificate, store gift card, or general-use prepaid card or for providing the certificate or card holder with the remaining balance in some other manner prior to the funds expiration date, unless such certificate or card has been lost or stolen.

Section III—Subpart B: Requirements for remittance transfers

If an entity provides remittance transfers in its "normal course of business," it is a remittance transfer provider subject to the rule and should be examined based on the following procedures.[20]

Transaction-related examination procedures

As applicable, conduct transaction testing using the following examination procedures.

Obtain and review all available information as it relates to the provider's remittance program.

Examples of this include but are not limited to:

a. list of divisions or departments involved in offering or providing remittance transfers (e.g. retail, high net worth, prepaid cards, bill payment, online or mobile banking, foreign exchange and/or treasury departments);

b. remittance transfer products offered;

c. disclosure forms in all languages (as applicable);

d. list of foreign countries to which the provider sends remittance transfers;

e. list of all foreign currencies in which remittance transfers sent by the provider may be received where there are limitations on such currencies, and identification of the currencies in which the provider controls the exchange rate;

f. list of all third-party service providers or business partners involved in remittance transfers, including correspondent banks, payment networks, payment processors, software providers, foreign currency providers, agents in the United States or abroad, or similar entities;

g. locations of U.S. and foreign agents;

h. applicable documentation related to remittance transfer operations (e.g., transaction logs, agent/correspondent agreements, advertising and marketing material including any done in foreign languages, and documentation regarding calculation or estimates of fees, taxes, exchange rates, and dates included on disclosures);

i. procedural manuals and written policies;

j. error resolution files;

k. form letters used in case of errors or questions concerning a remittance transfer (including any provided in foreign languages);

l. any agreements with third parties allocating compliance responsibilities; and

m. consumer complaint files.

General form of disclosures—12 CFR 1005.31

1. Obtain and review a sample of the provider's disclosure forms for the provider's various remittance transfer products. Include disclosures as provided for various products and through various channels (e.g., in-person, through a website, by telephone, through a mobile phone application, text message). From your review, verify that:

a. disclosures are in the appropriate form and

20. Subpart B does provide for a 100-transfer "safe harbor." For an entity to qualify for this "safe harbor," it must have provided 100 or fewer remittance transfers in the current calendar year and the previous calendar year. If an entity crosses the 100-transfer threshold either in the previous calendar year or the current calendar year, it is deemed to be providing remittance transfers in its "normal course of business" and it must begin complying with the rule within a reasonable period of time (not to exceed six months) unless, under the facts and circumstances, it would not be deemed a provider.

are clear and conspicuous;

b. written and electronic disclosures are in a retainable form (except where expressly permitted not to be retainable);

c. the provider's policy for providing oral disclosures is appropriate for the related transactions;

d. copies of scripts used for oral disclosures comply with the regulation;

e. disclosures comply with the format requirements regarding grouping of like items, proximity, prominence and size, and segregation from other information; and

f. disclosure of amounts required to be disclosed under 12 CFR 1005.31(b) (1), (2), and (3), use the appropriate terms (e.g., transfer amount, transfer taxes, currency) or substantially similar terms.

2. If applicable, determine whether the provider complies with the foreign language disclosure requirements as outlined under 12 CFR 1005.31(g).

Prepayment disclosures—12 CFR 1005.31(b)(1)

3. Based on a review of the provider's policies and if appropriate, sampled transactions, determine that it appropriately categorizes third-party fees as covered or non-covered.

4. Based on a review of the provider's policies on prepayment disclosures and if appropriate, sampled prepayment disclosures and related documentation, determine whether the provider appropriately calculates and discloses

   a. in the currency in which the remittance transfer is funded:

      i. the amount that will be transferred to the designated recipient, using the term "Transfer Amount" or a substantially similar term;

      ii. fees imposed and taxes collected on the remittance transfer by the provider, using the terms "Transfer Fees" and "Transfer Taxes" or substantially similar terms; and

      iii. the total amount of the transaction using the term "Total" or a substantially similar term;

   b. the exchange rate used by the provider for the remittance transfer using the term "Exchange Rate" or a substantially similar term;

   c. in the currency in which the funds will be received by the designated recipient:

      i. the transfer amount in the currency but only if covered third-party fees are imposed using the term "Transfer Amount" or a substantially similar term;

      ii. any covered third-party fees imposed on the remittance transfer using the term, "Other Fees" or a substantially similar term;

      iii. the amount that will be received by the designated recipient (total amount of the transaction minus covered third-party fees) using the term "Total to Recipient" or a substantially similar term; and

      iv. if applicable, a statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply to the remittance transfer and result in the designated recipient receiving less than the amount disclosed.

   d. If the provider includes in the statement under (c)(iii) above, the optional estimated disclosure of applicable non-covered third-party fees or taxes, determine if the estimates are based on reasonable sources.

NOTE: The exchange rate used to calculate the amounts under (c) is prior to any rounding.

Receipt disclosures—12 CFR 1005.31(b)(2)

5. Review policies on receipt disclosures, sample receipts, and related documentation to determine whether the provider appropriately calculates and discloses:

   a. information disclosed in the prepayment disclosure;

   b. the date in the foreign country on which funds will be available to the designated recipient, using the term "Date Available" or a substantially similar term;

   c. the name and, if provided by the sender, the telephone number and/or address of the designated recipient, using the term "Recipient" or a substantially similar term;

   d. a statement about the rights of the sender regarding the resolution of errors and cancellation;

   e. the name, telephone number(s), and website of the remittance transfer provider; and

   f. a statement that the sender can contact the Consumer Financial Protection Bureau

(CFPB) and if applicable, the state agency that licenses or charters the remittance transfer provider with respect to the remittance transfer and for questions or complaints about the remittance transfer provider, as well as their telephone number(s) and website addresses.

NOTE: For any remittance transfer scheduled by the sender at least three business days before the date of the transfer, the statement about the rights of the sender regarding cancellation must state that the sender must request the cancellation, at least three business days before the next scheduled transfer. The statement must also note that the request must enable the provider to identify the sender's contact information and the particular transfer to be cancelled.

Combined disclosures—12 CFR 1005.31(b)(3)

NOTE: Complete this section only if the provider provides combined disclosures as an alternative to the prepayment and receipt disclosures.

6. Review policies on combined disclosures, sample disclosures and related documentation to
   a. determine that they contain all the information required for the prepayment disclosure and receipt disclosure as described above;
   b. determine that the provider provides a proof of payment after payment is made for each transaction; and
   c. determine that the proof of payment is clear and conspicuous, provided in writing or electronically, and provided in a retainable form.

Accuracy and timing—12 CFR 1005.31(e) and (f)

7. Review, as appropriate, all available information including transactions or investigation/trace logs/records or similar documents to verify (subject to the disclaimer statement with respect to non-covered third-party fees and third-party taxes) the accuracy of disclosures provided to consumers.
   a. In instances in which prepayment disclosures and receipts are provided that do not contain estimates, confirm with respect to any transaction for which payment was made, that the information on the most recent prepayment disclosure for that transaction and the information on the receipt for that transaction are the same.
   b. For amounts that are not estimates, confirm that the disclosed amounts were accurate at the time that payment was made.
   c. For amounts that are estimates, determine whether the estimates were calculated correctly, in accordance with the applicable bases outlined in 12 CFR 1005.32.
   d. In the case of estimates pursuant to 1005.32 (a), (b)(1), and (b)(2) that are based on an approach that is not one of the listed bases in 1005.32(c), determine that the recipient received the same, or greater, amount of funds than what was disclosed.
8. Review processes and procedures or records, as appropriate, to determine whether the required disclosures are provided in accordance with the timing requirements in 12 CFR 1005.31(e).
   a. Determine whether prepayment disclosures are provided when the sender requests the remittance transfer, but prior to payment.
   b. Determine whether receipts are provided when payment is made, or in accordance with 1005.31(e)(2) for transactions conducted by telephone.

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

9. Determine the provider's policy for providing long-form error resolution and cancellation notices to senders upon request.
10. Review the provider's records of senders' requests and determine that a long-form error resolution and cancellation notice is promptly provided in response to each request.
11. Review sample notices to determine that they use language set forth in Model Form A-36 (Model Form for Error Resolution and Cancellation Disclosures (Long) of Appendix A to subpart B) or substantially similar language.

Estimates—12 CFR 1005.32

Temporary exception for insured institutions—12 CFR 1005.32(a)

12. Determine that the remittance transfer provider is an insured institution within the definition of the rule. If it is, review the appropriate information including transaction log/records, etc., to identify remittance transfer transactions that were sent from the sender's account with the institution. From the list, identify transactions for which estimates were used.

NOTE: An insured institution acting as an agent on behalf of another in connection with a remittance transfer is not a remittance transfer provider.

13. Review transactions for which estimates were used, as well as related disclosures, and any other relevant procedures, processes, and documentation of information included in disclosures, as appropriate, to
    a. assess the adequacy of the provider's policy and procedures for determining that a provider could not determine exact amounts for reasons beyond its control;
    b. determine that estimates were used only in cases when the provider could not determine the exact amounts for reasons beyond its control;
    c. determine the bases used for the estimates under 12 CFR 1005.32(c) and consider their appropriateness, and
        i. if estimates were provided in accordance with one of the bases listed in Regulation E (12 CFR 1005.32(c)), review documentation to confirm that inputs to estimates are appropriate;
        ii. if estimates are based on an approach that is not one of the listed bases, determine as appropriate, that the designated recipient received the same, or greater, amount of funds than the remittance transfer provider disclosed.
    d. determine that the estimated amounts are appropriately labeled with the term "Estimated" or a substantially similar term, placed in close proximity to the term described; and
    e. determine that related calculations were performed appropriately.

NOTE: Unless extended by the CFPB, this exception will not apply after July 21, 2015.

Permanent exception for transfers to certain countries—12 CFR 1005.32(b)(1)

14. Review and assess the adequacy of the provider's policy for determining that
    a. the laws of the recipient country do not permit a determination of the exact amount; or
    b. the methods by which transactions are made in the recipient country do not permit such determination.
15. Review the provider's transaction log/records to identify remittance transactions that were sent to countries on the list provided by the CFPB for which estimates may be provided on remittance transfer-related disclosures to determine if the provider relied on the list in making estimates.
16. Determine whether the provider gave estimates for transactions to a country that is not on the list provided by the CFPB. Review related documentation to confirm that the recipient country does not legally permit, or the method by which transactions are conducted in that country does not permit determination of exact amounts.
17. Review records to determine
    a. the bases used for the estimates under 12 CFR 1005.32 (c) and their appropriateness:
        i. If estimates were provided in accordance with one of the bases listed in 12 CFR 1005.32(c), review documentation to confirm that inputs to estimates are appropriate; or
        ii. If estimates are based on an approach that is not one of the listed bases, determine as appropriate, that the designated recipient received the same, or greater, amount of funds than the remittance transfer provider disclosed.
    b. that the estimated amounts are appropriately labeled with the term "Estimated" or a substantially similar term, placed in close proximity to the term described.

Permanent exception for transfers scheduled before the date of transfer—12 CFR 1005.32(b)(2)

18. Review and assess the adequacy of the provider's policy and procedures for using estimates in the case of transfers scheduled five or more business days before the date of transfer.
19. Review and assess transactions for which estimates were used as well as related disclosures (required by 12 CFR 1005.36(a)) and any other relevant documentation, as appropriate, to determine compliance with 12 CFR 1005.32 (b)(2).

Procedures for resolving errors—12 CFR 1005.33

20. Review the provider's policies and procedures on error resolution.
21. Review relevant error resolution statements/files, consumer complaints, form letters, etc., used in addressing errors or questions concerning remittance transfer transactions.
22. Assess the provider's compliance program to

determine whether it has developed and maintains adequate written policies and procedures designed to ensure compliance with the error resolution requirements applicable to remittance transfers.

Consider:

a. the procedures for receiving complaints of error from branches, agents, or other locations where a consumer may lodge a complaint;

b. the procedures for identifying complaints alleging "errors" as identified in 12 CFR 1005.33(a); and

c. the procedures for investigating, responding to, and resolving complaints.

23. Determine the extent of the provider's compliance with its policies and procedures on error resolution.

24. Determine the provider's compliance with the regulatory requirements regarding investigation of alleged errors and notification of consumers within the allotted time frames.

25. Determine the timeliness and adequacy of remedies the provider provides to address identified errors.

    a. For errors *other than* those that occurred because the sender provided incorrect or insufficient information, consider

        i. if the provider provided the sender notice regarding the error investigation;

        ii. if the sender requested a remedy, determine whether the provider provides the remedy selected by the sender. If a default remedy is provided, determine whether the sender had a reasonable time to designate a remedy after receiving a report of the error.

        iii. if the remedy is delivery of the amount appropriate to correct the error, determine whether the provider corrects the error within one business day, or as soon as reasonably practicable, applying the same exchange rate, fees, and taxes stated in the disclosure provided in connection with the remittance transfer with respect to which the error was made;

        iv. if the remedy is a refund, determine whether the provider refunds the appropriate amount within one business day or as soon as reasonably practicable thereafter.

    b. If the provider determines that an error occurred that relates to

        i. an incorrect amount paid by the sender;

        ii. a computational or bookkeeping error made by the remittance transfer provider; or

        iii. failure to make the amount of currency stated in the disclosures available to the designated recipient.

26. Determine whether the provider either

    a. refunds the amount of funds provided by the sender (in case of a transaction that was not properly transmitted) or the amount appropriate to resolve the error; or

    b. makes available to the designated recipient the amount appropriate to resolve the error without additional cost to the sender or the designated recipient.

    c. If the error relates to the failure to make funds available to the designated recipient by the disclosed date of availability (other than an error resulting from incorrect or insufficient information provided by the sender), determine whether the provider

        i. either:

            1. refunds the amount of funds that was not properly transmitted or the amount appropriate to resolve the error to the sender; or

            2. makes available to the designated recipient the amount appropriate to resolve the error; and

        ii. refunds to the sender any fees and, to the extent not prohibited by law, taxes collected on the remittance transfer.

    d. In the case of errors involving incorrect or insufficient information provided by the sender for the transfer

        i. determine whether the provider refunds to the sender the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error, within three business days of providing the written explanation of findings;

        ii. alternatively, if the provider has not yet processed a refund and agrees to the sender's request to apply the funds toward a new remittance transfer, instead of a refund, determine whether the provider treats the request as a new remittance transfer, provides the appropriate disclosures, and appropriately deducts those fees and taxes actually collected for the original unsuccessful transaction.

27. Determine that the provider is maintaining

records of compliance for a period of not less than two years from the date a notice of error was submitted to the provider or action was required to be taken by the provider.

Procedures for cancellation and refund of remittance transfers—12 CFR 1005.34 and 12 CFR 1005.36(c)

28. Review and assess the provider's policies and procedures regarding cancellation and refund of remittance transfer transactions, including:
    a. the procedures for receiving requests of cancellation from branches, agents, or other locations where a consumer may request cancellation
    b. the procedures for identifying which transactions are eligible for cancellation
    c. the procedures for issuing refunds
29. Determine the extent of the provider's compliance with its own policies and procedures on cancellation and refund.
30. Determine the provider's compliance with the regulatory requirements regarding senders' request for cancellation and refund.
31. Determine whether the provider complies with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer.

Acts of agents—12 CFR 1005.35

NOTE: Complete this section if the provider uses agent(s) to conduct any element of remittance transfer transactions.

32. Review the provider's agreements with agents used for remittance transfers to determine whether they are appropriate for the activities delegated.
33. Determine whether the provider has established appropriate internal controls and review procedures in relation to the work done by agents on its behalf to ensure compliance with the regulatory requirements. Consider
    a. the extent to which the provider has established and maintained policies or procedures for compliance, including policies, procedures, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider including:
        i. the degree of control the agent exercises over the remittance transfer activities performed on the provider's behalf;
        ii. the quality and frequency of training provided to ensure that agents are aware of the regulatory requirements and the provider's internal policy guidelines; and
        iii. the adequacy of the provider's oversight of agents' activities.
34. Select a sample of agents used by the provider and review their records in addition to relevant records held by the provider directly to determine that the activities performed by the agent on the provider's behalf are in compliance with the regulatory requirements.

Transfers scheduled before the date of transfer—12 CFR 1005.36

35. Review and assess the adequacy of the provider's policies and procedures regarding transfers scheduled before the date of transfer.
36. As appropriate, select a sample of records of transfers scheduled in advance to determine whether the provider complies with the timing of disclosures, accuracy of disclosures (and estimates pursuant to 1005.32(b)(2)), and the sender's request for cancellation. Use the same methods identified in the sections above, regarding other disclosures. Consider the following:
    a. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, determine whether the provider provides either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment.

(NOTE: If any of the disclosures provided contain estimates as permitted by 12 CFR. 1005.32(b)(2), the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided).

    b. For each subsequent preauthorized remittance transfer, determine whether the provider provides an updated receipt if any of the information (other than temporal disclosures or disclosures that are permitted to be estimated) on the most recent receipt is no longer accurate.

(NOTE: The receipt must clearly and conspicuously indicate that it contains updated disclosures and

must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. A disclosure that is mailed no later than 10 business days or hand or electronically delivered no later than 5 business days is deemed to have been provided within a reasonable time).

c. If there is no updated information and the remittance transfer does not involve the transfer of funds from the sender's account held by the provider, determine whether the provider mails or delivers a receipt to the sender no later than one business day after the date of the transfer for each subsequent preauthorized transfer.

d. If there is no updated information and the remittance transfer involves the transfer of funds from the sender's account held by the provider, determine whether the receipt is provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided.

e. For any subsequent transfer in a series of preauthorized remittance transfers, determine whether the provider discloses the information required by 12 CFR 1005.36 (d)(1) no more than 12 months, and no less than 5 business days, prior to the date of the subsequent preauthorized remittance transfer.

(NOTE: While the rule generally provides flexibility as to when and where future transfer dates may be disclosed, for any subsequent preauthorized remittance transfer for which the date of transfer is four or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series).

Examiner's Summary, Recommendations, and Comments

Electronic Fund Transfer Act (Regulation E)
Examination Checklist

This questionnaire can be used to review audit workpapers, to evaluate financial institution policies, to perform transaction testing, and to train as appropriate. Complete only those aspects of the checklist that specifically relate to the issue being reviewed, evaluated, or tested, and retain those completed sections in the workpapers.

When reviewing audits, evaluating financial institution policies, or performing transaction testing, a "No" answer indicates a possible exception/deficiency, and you should explain it in the workpapers. If a line item is not applicable within the area you are reviewing, indicate by using "NA."

Subpart A

Issuance of Access Devices—12 CFR 1005.5

1. Do the financial institution's policies, practices, and procedures allow that validated access devices are issued only:
   - In response to oral or written requests (12 CFR 1005.5(a)(1)) Yes No NA

     or
   - As a renewal or substitution for an accepted access device? (12 CFR 1005.5(a)(2)) Yes No NA
2. Do the financial institution's policies, practices, and procedures allow that unsolicited access devices are issued only when the devices are:
   - Not validated? (12 CFR 1005.5(b)(1)) Yes No NA
   - Accompanied by a clear explanation that they are not validated and how they may be disposed of if validation is not desired? (12 CFR 1005.5(b)(2)) Yes No NA
   - Accompanied by the initial disclosures required by 12 CFR 1005.7? (12 CFR 1005.5(b)(3)) Yes No NA
   - Validated only in response to a consumer's request and after the financial institution has verified the consumer's identity by reasonable means (e.g., photograph, fingerprint, personal visit, and signature)? (12 CFR 1005.5 (b)(4) and Staff Commentary) Yes No NA

Consumer Liability for Unauthorized Electronic Fund Transfers (EFTs)—12 CFR 1005.6

3. Does the financial institution impose liability on the consumer for unauthorized transfers only if: (12 CFR 1005.6(a))
   - Any access device that was used was an accepted access device? Yes No NA
   - The institution has provided a means to identify the consumer to whom it was issued? Yes No NA
   - The institution has provided the disclosures required by 12 CFR 1005.7(b)(l), (2), and (3)? Yes No NA
4. Does the financial institution not rely on consumer negligence or the deposit agreement to impose greater consumer liability for unauthorized EFTs than is permitted under Regulation E? (12 CFR Part 1005, Supp. 1, Comments 1005.6(b)-1 and -2) Yes No NA
5. If a consumer notifies the financial institution within two business days after learning of the loss or theft of an access device, does the financial institution limit the consumer's liability for unauthorized EFTs to the lesser of $50 or actual loss? (12 CFR 1005.6(b)(1)) Yes No NA

6. If a consumer does not notify the financial institution within two business days after learning of the loss or theft of an access device, does the institution limit the consumer's liability for unauthorized EFTs to the lesser of $500 or the sum of (12 CFR 1005.6(b)(2)):
   - $50 or the amount of unauthorized EFTs that occurred within the two business days, whichever is less; Yes No NA

   Plus

   - The amount of unauthorized EFTs that occurred after the close of two business days and before notice to the financial institution (provided the financial institution establishes that these transfers would not have occurred had the consumer notified the financial institution within that two-day period)? Yes No NA
7. If a consumer notifies the financial institution of an unauthorized EFT within 60 calendar days of transmittal of the periodic statement upon which the unauthorized EFT appears, does the financial institution not hold the consumer liable for the unauthorized transfers that occur after the 60-day period? (12 CFR 1005.6(b)(3)) Yes No NA
8. If a consumer does not notify the financial institution of an unauthorized EFT within 60 calendar days of transmittal of the periodic statement upon which the unauthorized EFT appears, does the financial institution ensure that the consumer's liability does not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the financial institution, if the financial institution establishes that the transfers would not have occurred had timely notice been given? (12 CFR 1005.6(b)(3)) Yes No NA
9. If a consumer notifies the financial institution of an unauthorized EFT within the time frames discussed in questions 7 or 8 and the consumer's access device is involved in the unauthorized transfer, does the financial institution hold the consumer liable for amounts as set forth in 12 CFR 1005.6(b)(1) or (2) (discussed in questions 5 and 6)? (12 CFR 1005.6(b)(3)) Yes No NA

   NOTE: The first two tiers of liability (as set forth in 12 CFR 1005.6(b)(1) and (2) and discussed in questions 5 and 6) do not apply to unauthorized transfers from a consumer's account made without an access device. (Comment 1005.6(b)(3)-2)
10. Does the financial institution extend the 60-day time period by a reasonable amount if the consumer's delay in notification was due to an extenuating circumstance? (12 CFR 1005.6(b)(4)) Yes No NA
11. Does the financial institution consider notice to be made when the consumer takes steps reasonably necessary to provide the institution with pertinent information, whether or not a particular employee or agent of the institution actually received the information? (12 CFR 1005.6(b)(5)(i)) Yes No NA
12. Does the financial institution allow the consumer to provide notice in person, by telephone, or in writing? (12 CFR 1005.6(b)(5)(ii)) Yes No NA
13. Does the financial institution consider written notice to be given at the time the consumer mails or delivers the notice for transmission to the institution by any other usual means? (12 CFR 1005.6(b)(5)(iii)) Yes No NA
14. Does the financial institution consider notice given when it becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the consumer's account has been or may be made? (12 CFR 1005.6(b)(5)(iii)) Yes No NA
15. Does the financial institution limit the consumer's liability to a lesser amount than provided by 12 CFR 1005.6, when state law or an agreement between the consumer and the financial institution provide for such an amount? (12 CFR 1005.6(b)(6)) Yes No NA

Initial Disclosures—12 CFR 1005.7

16. Does the financial institution provide the initial disclosures at the time a consumer contracts for an EFT service or before the first EFT is made involving the consumer's account? (12 CFR 1005.7(a)) Yes No NA

17. Do the financial institution's initial disclosures provide the following information, as applicable:

- A summary of the consumer's liability for unauthorized transfers under 12 CFR 1005.6 or under state or other applicable law or agreement? (12 CFR 1005.7(b)(1)) Yes No NA
- The telephone number and address of the person or office to be notified when the consumer believes that an unauthorized EFT has been or may be made? (12 CFR 1005.7(b)(2)) Yes No NA
- The financial institution's business days? (12 CFR 1005.7(b)(3)) Yes No NA
- The type of EFTs the consumer may make and any limits on the frequency and dollar amount of transfers? (If details on the limits on frequency and dollar amount are essential to maintain the security of the system, they need not be disclosed.) (12 CFR 1005.7(b)(4)) Yes No NA
- Any fees imposed by the financial institution for EFTs or for the right to make transfers? (12 CFR 1005.7(b)(5)) Yes No NA
- A summary of the consumer's right to receive receipts and periodic statements, as provided in 12 CFR 1005.9, and notices regarding preauthorized transfers as provided in 12 CFR 1005.10(a) and 1005.10(d)? (12 CFR 1005.7(b)(6)) Yes No NA
- A summary of the consumer's right to stop payment of a preauthorized EFT and the procedure for placing a stop payment order, as provided in 12 CFR 1005.10(c)? (12 CFR 1005.7(b)(7)) Yes No NA
- A summary of the financial institution's liability to the consumer for its failure to make or to stop certain transfers under the Electronic Fund Transfer Act? (12 CFR 1005.7(b)(8)) Yes No NA
- The circumstances under which the financial institution, in the ordinary course of business, may disclose information to third parties concerning the consumer's account? (12 CFR 1005.7(b)(9)) Yes No NA
- An error resolution notice that is substantially similar to Model Form A-3 in Appendix A? (12 CFR 1005.7(b)(10)) Yes No NA
- A notice that a fee may be imposed by an ATM operator (as defined in 12 CFR 1005.16(a)) when the consumer initiates an EFT or makes a balance inquiry and by any network used to complete the transaction? (12 CFR 1005.7(b)(11)) Yes No NA

18. Does the financial institution provide disclosures at the time a new EFT service is added, if the terms and conditions of the service are different than those initially disclosed? (12 CFR 1005.7(c)) Yes No NA

Change-in-Terms Notice; Error Resolution Notice—12 CFR 1005.8

19. If the financial institution made any changes in terms or conditions required to be disclosed under 12 CFR 1005.7(b) that would result in increased fees, increased liability, fewer types of available EFTs, or stricter limits on the frequency or dollar amount of transfers, did the financial institution provide a written notice to consumers at least 21 days prior to the effective date of such change? (12 CFR 1005.8(a)) Yes No NA

20. Does the financial institution provide either the long-form error resolution notice at least once every calendar year or the short-form error resolution notice on each periodic statement? (12 CFR 1005.8(b)) Yes No NA

Receipts at Electronic Terminals; Periodic Statements—12 CFR 1005.9

21. Does the financial institution make receipts available to the consumer at the time the consumer initiates an EFT at an electronic terminal? The financial institution is exempt from this requirement for EFTs of $15 or less. (12 CFR 1005.9(a) and (e)) Yes No NA

22. Do the receipts contain the following information, as applicable:
    - The amount of the transfer? (12 CFR 1005.9(a)(1)) Yes No NA
    - The date the transfer was initiated? (12 CFR 1005.9(a)(2)) Yes No NA
    - The type of transfer and the type of account to or from which funds were transferred? (12 CFR 1005.9(a)(3)) Yes No NA
    - A number or code that identifies the consumer's account or the access device used to initiate the transfer? (12 CFR 1005.9(a)(4)) Yes No NA
    - The terminal location where the transfer is initiated? (12 CFR 1005.9(a)(5)) Yes No NA
    - The name or other identifying information of any third party to or from whom funds are transferred? (12 CFR 1005.9(a)(6)) Yes No NA

23. Does the financial institution send a periodic statement for each monthly cycle in which an EFT has occurred? If no EFT occurred, does the financial institution send a periodic statement at least quarterly? (12 CFR 1005.9(b)) Yes No NA

24. Does the periodic statement contain the following information, as applicable:
    - Transaction information for each EFT occurring during the cycle, including the amount of transfer, date of transfer, type of transfer, terminal location, and name of any third-party transferor or transferee? (12 CFR 1005.9(b)(1)) Yes No NA
    - Account number? (12 CFR 1005.9(b)(2)) Yes No NA
    - Fees? (12 CFR 1005.9(b)(3)) Yes No NA
    - Account balances? (12 CFR 1005.9(b)(4)) Yes No NA
    - Address and telephone number for inquiries? (12 CFR 1005.9(b)(5)) Yes No NA
    - Telephone number to ascertain preauthorized transfers, if the financial institution provides telephone notice under 12 CFR 1005.10(a)(1)(iii)? (12 CFR 1005.9(b)(6)) Yes No NA

Preauthorized Transfers—12 CFR 1005.10

25. If a consumer's account is to be credited by a preauthorized EFT from the same payor at least once every 60 days (and the payor does not already provide notice to the consumer that the transfer has been initiated) (12 CFR 1005.10(a)(2)), does the financial institution do one of the following:
    - Provide oral or written notice, within two business days, after the transfer occurs? (12 CFR 1005.10(a)(1)(i)) Yes No NA
    - Provide oral or written notice, within two business days after the transfer was scheduled to occur, that the transfer did or did not occur? (12 CFR 1005.10(a)(1)(ii)) Yes No NA
    - Provide a readily available telephone line that the consumer can call to determine if the transfer occurred and that telephone number is disclosed on the initial disclosure of account terms and on each periodic statement? (12 CFR 1005.10(a)(1)(iii)) Yes No NA

26. Does the financial institution credit the amount of a preauthorized transfer as of the date the funds for the transfer are received? (12 CFR 1005.10(a)(3)) Yes No NA

27. Does the financial institution ensure that an authorization is obtained for preauthorized transfers from a consumer's account by a written, signed or similarly authenticated authorization, and is a copy of the authorization provided to the consumer? (12 CFR 1005.10(b)) Yes No NA

28. Does the financial institution allow the consumer to stop payment on a preauthorized EFT by oral or written notice at least three business days before the scheduled date of the transfer? (12 CFR 1005.10(c)(1)) Yes No NA

29. If the financial institution requires that the consumer give written confirmation of an oral stop-payment order within 14 days, does the financial institution inform the consumer, at the time they give oral notification, of the requirement and provide the address where they must send the written confirmation? Yes No NA

    NOTE: An oral stop-payment order ceases to be binding after 14 days if the consumer fails to provide the required written confirmation. (12 CFR 1005.10(c)(2))

30. Does the financial institution inform, or ensure that third-party payees inform, the consumer of the right to receive notice of all varying transfers? Yes No NA

    or

    Does the financial institution give the consumer the option of receiving notice only when a transfer falls outside a specified range of amounts or differs from the most recent transfer by an agreed-upon amount? (12 CFR 1005.10(d)(2)) Yes No NA

31. If the financial institution or third-party payee is obligated to send the consumer written notice of the EFT of a varying amount, does the financial institution ensure that:

    - The notice contains the amount and date of transfer? Yes No NA
    - The notice is sent at least 10 days before the scheduled date of transfer? (12 CFR 1005.10(d)(1)) Yes No NA

32. Does the financial institution not condition an extension of credit to a consumer on the repayment of loans by preauthorized EFT, except for credit extended under an overdraft credit plan or extended to maintain a specified minimum balance in the consumer's account? (12 CFR 1005.10(e)(1)) Yes No NA

33. Does the financial institution not require a consumer to establish an account for EFTs with a particular institution as a condition of employment or receipt of government benefits? (12 CFR 1005.10(e)(2)) Yes No NA

Procedures for Resolving Errors—12 CFR 1005.11

34. Does the financial institution have procedures to investigate and resolve all oral or written notices of error received no later than 60 days after the institution sends the periodic statement or provides passbook documentation? (12 CFR 1005.11(b)(2)) Yes No NA

35. If the financial institution requires written confirmation of an error within 10 business days of an oral notice, does the financial institution inform the consumer of this requirement and provide the address where the written confirmation must be sent? (12 CFR 1005.11(b)(2)) Yes No NA

36. Does the financial institution have procedures to investigate and resolve alleged errors within 10 business days, except as otherwise provided in 12 CFR 1005.11(c)? (12 CFR 1005.11(c)(1)) Yes No NA

    NOTE: The time period is extended in certain circumstances. (12 CFR 1005.11(c)(3))

37. Does the financial institution report investigation results to the consumer within three business days after completing its investigation and correct any error within one business day after determining that an error occurred? (12 CFR 1005.11(c)(1)) Yes No NA

38. If the financial institution is unable to complete its investigation within 10 business days, does the financial institution have procedures to investigate and resolve alleged errors within 45 calendar days of receipt of a notice of error; and:

- Does the financial institution provisionally credit the consumer's account in the amount of the alleged error (including interest, if applicable) within 10 business days of receiving the error notice (however, if the financial institution requires, but does not receive, written confirmation within 10 business days, the financial institution is not required to provisionally credit the consumer's account)? Yes No NA
- Within two business days after granting any provisional credit, does the financial institution inform the consumer of the amount and date of the provisional credit and gives the consumer full use of the funds during the investigation? Yes No NA
- Within one business day after determining that an error occurred, does the financial institution correct the error? Yes No NA
- Does the financial institution report the results to the consumer within three business days after completing its investigation including, if applicable, notice that provisional credit has been made final? (12 CFR 1005.11(c)) Yes No NA

NOTE: The time period is extended in certain circumstances. (12 CFR 1005.11(c)(3))

39. If a billing error occurred, does the financial institution not impose a charge related to any aspect of the error-resolution process? (Comment 1005.11 (c)-3) Yes No NA

40. If the financial institution determines that no error occurred (or that an error occurred in a manner or amount different from that described by the consumer), does the financial institution send a written explanation of its findings to the consumer and note the consumer's right to request the documents the financial institution used in making its determination? (12 CFR 1005.11(d)(1)) Yes No NA

41. When the financial institution determines that no error (or a different error) occurred, does the financial institution notify the consumer of the date and amount of the debiting of the provisionally credited amount and the fact that the financial institution will continue to honor checks and drafts to third parties and preauthorized transfers for five business days (to the extent that they would have been paid if the provisionally credited funds had not been debited)? (12 CFR 1005.11(d)(2)) Yes No NA

Record Retention—12 CFR 1005.13

42. Does the financial institution maintain evidence of compliance with the requirements of the Electronic Fund Transfer Act and Regulation E for a period of two years? (12 CFR 1005.13(b)) Yes No NA

Disclosures at Automated Teller Machines (ATM)—12 CFR 1005.16

43. If the financial institution operates an ATM and imposes a fee on a consumer for initiating an EFT or balance inquiry, does the financial institution provide notice that a fee will be imposed and disclose the amount of the fee? (12 CFR 1005.16(b)) Yes No NA

44. Does the financial institution provide the notice required by 12 CFR 1005.16(b) either by showing it on the ATM screen or by providing it on paper before the consumer is committed to paying a fee? (12 CFR 1005.16(c)) Yes No NA

Requirements for Overdraft Services—12 CFR 1005.17

45. Does the financial institution's Overdraft Protection Program incorporate any guidance issued by its federal regulator, as applicable? Yes No NA

46. Does the financial institution's Overdraft Protection Program provide "overdraft services," i.e., charge fees for paying ATM and one-time debit overdrafts? (12 CFR 1005.17(a)) If no, do not complete this section. Yes No NA

47. If the financial institution assesses a fee or charge (NOTE: fees or charges may generally be assessed only on transactions paid after the confirmation has been mailed or delivered) on the consumer's account for paying an ATM or one-time debit card transaction pursuant to the financial institutions overdraft service, does the financial institution first (12 CFR 1005.17(b)(1)):

    - Provide the consumer with a notice in writing, or if the consumer agrees, electronically, that is segregated from all other information and describes the institution's overdraft service (12 CFR 1005.17(b)(1)(i)); Yes No NA
    - Provide a reasonable opportunity for the consumer to affirmatively consent, or opt-in, to the institution's payment of ATM and one-time debit card transactions (12 CFR 1005.17(b)(1)(ii)); Yes No NA
    - Obtain the consumer's affirmative consent, or opt-in, to the institution's payment of ATM or one-time debit card transactions (12 CFR 1005.17(b)(1)(iii)); and Yes No NA
    - Provide the consumer with confirmation of the consumer's consent in writing, or if the consumer agrees, electronically, which includes a statement informing the consumer of the right to revoke such consent? (12 CFR 1005.17(b)(1)(iv)) Yes No NA

48. Does the financial institution ensure that it does not condition the payment of any overdrafts for checks, ACH transactions, and other types of transactions on the consumer affirmatively consenting to the institution's payment of ATM and one-time debit card transactions pursuant to the institution's "overdraft services"? (12 CFR 1005.17(b)(2)(i)) Yes No NA

49. Does the financial institution pay checks, ACH transactions, and other types of transactions that overdraw the consumer's account regardless of whether the consumer has affirmatively consented to the institution's overdraft protection service for ATM and one-time debit card transactions? (12 CFR 1005.17(b)(2)(ii)) Yes No NA

50. For consumers who have **not** opted in, and if an overdraft fee or charge is based on the amount of the outstanding negative balance, does the institution only assess fees where the negative balance is attributable in whole or in part to a check, ACH, or other type of transaction not subject to the prohibition on assessment of overdraft fees? Yes No NA

    For consumers who have **not** opted in, does the financial institution only assess daily or sustained overdraft, negative balance, or similar fees or charges where the negative balance is attributable in whole or in part to a check, ACH, or other type of transaction not subject to the prohibition on assessment of overdraft fees? Yes No NA

    Does the institution base the date on which such a daily or sustained overdraft, negative balance, or similar fee or charge is assessed on the date on which the check, ACH, or other type of transaction was paid into overdraft? (Comment 1005.17(b)-9) Yes No NA

51. Does the financial institution provide consumers who do not affirmatively consent to the institution's overdraft service for ATM and one-time debit card transactions the same account terms, conditions, and features that it provides to consumers who affirmatively consent, except for the overdraft service for ATM and one-time debit card transactions? (12 CFR 1005.17(b)(3)) Yes No NA

52. Is the notice required by (12 CFR 1005.17(b)(1)(i)) substantially similar to Model Form A-9 set forth in Appendix A of (12 CFR 1005.17), including applicable items from the list below, and does it not contain any additional information? (12 CFR 1005.17(d)) Yes No NA

- Overdraft service—Does the notice provide a brief description of the overdraft service and the types of transactions for which a fee or charge for paying an overdraft may be imposed, including ATM and one-time debit card transactions? (12 CFR 1005.17(d)(1)) Yes No NA
- Fees imposed—Does the notice contain the dollar amount of any fees or charges assessed by the financial institution for paying an ATM or one-time debit card transaction pursuant to the financial institution's overdraft service, including any daily or other overdraft fees? Yes No NA

  NOTE: If the amount of the fee is determined on the basis of the number of times the consumer has overdrawn the account, the amount of the overdraft, or other factors, the institution must disclose the maximum fee that may be imposed. (12 CFR 1005.17(d)(2))
- Limits on fees charged—Does the notice disclose the maximum number of overdraft fees or charges that may be assessed per day or, if applicable, that there is no limit? (12 CFR 1005.17(d)(3)) Yes No NA
- Disclosure of opt-in right—Does the notice explain the consumer's right to affirmatively consent to the financial institution's payment of overdrafts for ATM and one-time debit card transactions pursuant to the institution's overdraft service, including the methods by which the consumer may consent to the service? (12 CFR 1005.17(d)(4)) Yes No NA
- Alternative plans for covering overdrafts—As applicable, does the institution's opt-in notice appropriately address the alternative methods for covering overdrafts? Yes No NA
- If the institution offers both a line of credit subject to Regulation Z (12 CFR Part 1026) and a service that transfers funds from another account of the consumer held at the institution to cover overdrafts, does the notice state that both alternative plans are offered? Yes No NA
- If the institution offers one alternative plan, but not the other, does the notice state which alternative plan it offers? If the institution does not offer either a line of credit subject to Regulation Z (12 CFR Part 1026) or a service that transfers funds from another account of the consumer held at the institution to cover overdrafts plan, does the notice exclude information regarding either of these plans? Yes No NA
- If the financial institution offers additional alternatives for paying overdrafts, at its option the institution may (but is not required to) disclose those alternatives. Does its notice describe those alternatives? Yes No NA
- Permitted modifications and additional content—If the institution modifies the notice, are the modifications permitted: to indicate that the consumer has the right to opt into, or out of, the payment of overdrafts under the institution's overdraft service for other types of transactions, such as checks, ACH transactions, or automatic bill payments; to provide a means for the consumer to exercise this choice; and to disclose the associated returned item fee and that additional merchant fees may apply? Yes No NA

NOTE: The institution may also disclose the consumer's right to revoke consent. The response portion of Model Form A-9 may be tailored to the methods offered for opting in and may include reasonable methods to identify the account, such as a bar code. (12 CFR 1005.17(d)(6) and Comments 1005.17(d)-1 through -5))

53. Joint accounts—When two or more consumers jointly hold an account, does the financial institution treat the affirmative consent of any of the joint consumers as affirmative consent for that account, and treat the revocation of affirmative consent by any of the joint consumers as revocation of consent for that account? (12 CFR 1005.17(e)) Yes No NA

54. Continuing right to opt-in or to revoke opt-in—Does the financial institution allow the consumer to affirmatively consent to the financial institution's overdraft service at any time in the manner described in the notice required under (12 CFR 1005.17(b)(1)(i)) and allow a consumer to revoke consent at any time in the manner made available to the consumer for providing consent? (12 CFR 1005.17(f)) Yes No NA

55. Does the financial institution implement a consumer's revocation of consent as soon as reasonably practicable? (12 CFR 1005.17(f)) Yes No NA

56. Is the consumer's affirmative consent to the overdraft service effective until revoked by the consumer, or unless the financial institution terminates the service? (12 CFR 1005.17(g)) Yes No NA

Payroll Card Accounts—12 CFR 1005.18

57. If the financial institution offers payroll card accounts, does the financial institution *either* provide periodic statements as required by 12 CFR 1005.9(b) *or* make available to the consumer:

- The account balance, through a readily available telephone line, *and* Yes No NA
- An electronic history of the consumer's account transactions, such as through an Internet website, that covers at least 60 days preceding the date the consumer electronically accesses the account, *and* Yes No NA
- A written history of the consumer's account transactions that is provided promptly in response to an oral or written request and that covers at least 60 days preceding the date the financial institution receives the consumer's request? (12 CFR 1005.18(b))

NOTE: The history of account transactions must include the information set forth in 12 CFR 1005.9(b). Yes No NA

58. Does the financial institution provide initial disclosures that include, at a minimum:

- A telephone number that the consumer may call to obtain the account balance, the means by which the consumer can obtain an electronic account history, such as the address of a website, and a summary of the consumer's right to receive a written account history upon request, including a telephone number to call to request a history, *and* Yes No NA
- A notice concerning error resolution? (12 CFR 1005.18(c)(1)) Yes No NA

59. Does the financial institution provide an annual notice concerning error resolution or, alternatively, an abbreviated notice with each electronic and written history? (12 CFR 1005.18(c)(2)) Yes No NA

60. Does the financial institution begin the 60-day period for reporting any unauthorized transfer under 12 CFR 1005.6(b)(3) on the earlier of the date the consumer electronically accesses the consumer's account after the electronic history made available to the consumer reflects the transfer, or the date the financial institution sends a written history of the consumer's account transactions requested by the consumer in which the unauthorized transfer is first reflected? (12 CFR 1005.18(c)(3)) Yes No NA

    NOTE: A financial institution may comply with the provision above by limiting the consumer's liability for an unauthorized transfer as provided under 12 CFR 1005.6(b)(3) for any transfer reported by the consumer within 120 days after the transfer was credited or debited to the consumer's account.

61. Does the financial institution comply with the error resolution requirements in response to an oral or written notice of an error from the consumer that is received by the earlier of 60 days after the date the consumer electronically accesses the consumer's account after the electronic history made available to the consumer reflects the alleged error, or 60 days after the date the financial institution sends a written history of the consumer's account transactions requested by the consumer in which the alleged error is first reflected? (12 CFR 1005.18(c)(4)) Yes No NA

    NOTE: The financial institution may comply with the requirements for resolving errors by investigating any oral or written notice of an error from the consumer that is received by the institution within 120 days after the transfer allegedly in error was credited or debited to the consumer's account.

Requirements for Gift Cards and Gift Certificates—12 CFR 1005.20

62. Does the institution offer gift certificates, store gift cards, general-use prepaid cards, loyalty, award, or promotional gift cards? If no, do not complete this section. Yes No NA

63. Determine if the institution offers consumers, primarily for personal, family, or household purposes, in a specified amount, a card, code, or other device on a prepaid basis, the following:

    - Gift certificates—which may not be increased or reloaded in exchange for payment; and are redeemable upon presentation at a single merchant or an affiliated group of merchants for goods and services? (12 CFR 1005.20(a)(1)) Yes No NA
    - Store gift cards—which may be increased or reloaded, in exchange for payment; and are redeemable upon presentation at a single merchant or an affiliated group of merchants for goods and services? (12 CFR 1005.20(a)(2)) Yes No NA
    - General-use prepaid cards—which may be increased or reloaded, in exchange for payment; and are redeemable upon presentation at multiple, unaffiliated merchants for goods or services, or usable at automated teller machines? (12 CFR 1005.20(a)(3)) Yes No NA

64. Do loyalty, award, or promotional gift cards as defined by (12 CFR 1005.20(a)(4)) contain the following disclosures as applicable?

    - A statement indicating that the card, code, or other device is issued for loyalty, award, or promotional purposes, which must be included on the front of the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(A)); Yes No NA
    - The expiration date for the underlying funds, which must be included on the front of the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(B)); Yes No NA

- The amount of fees that may be imposed in connection with the card, code, or other device, and the conditions under which they may be imposed, which must be provided with the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(C)); and — Yes No NA
- A toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain fee information, which must be included on or with the card, code, or other device (12 CFR 1005.20(a)(4)(iii)(D))? — Yes No NA

65. If the terms of the gift certificate, store gift card, or general-use prepaid card impose a dormancy, inactivity, or service fee as defined under (12 CFR 1005.20(a)), please answer the following:
    - Has there been activity with respect to the certificate or card, in the one-year period ending on the date on which the fee was imposed (12 CFR 1005.20(d)(1)); — Yes No NA
    - As applicable, are the following, clearly and conspicuously stated on the gift certificate, store gift card, or general-use prepaid card — Yes No NA
      - The amount of any dormancy, inactivity, or service fee that may be charged (12 CFR 1005.20(d)(2)(i)); — Yes No NA
      - How often such a fee may be assessed (12 CFR 1005.20(d)(2)(ii)); and — Yes No NA
      - That such fee may be assessed for inactivity (12 CFR 1005.20(d)(2)(iii))? — Yes No NA
    - Is the dormancy, inactivity, or service fee imposed limited to one in any given calendar month (12 CFR 1005.20(d)(3))? — Yes No NA
66. If the financial institution sells or issues a gift certificate, store gift card, or general-use prepaid card with an expiration date, please answer the following:
    - Has the financial institution established policies and procedures to provide consumers with a reasonable opportunity to purchase a certificate or card with at least five years remaining until the certificate or card expiration date (12 CFR 1005.20(e)(1))? — Yes No NA
    - The expiration date for the underlying funds is at least the later of five years after the date the gift certificate was initially issued, or the date on which funds were last loaded to a store gift card or general-use prepaid card; or the certificate or card expiration date, if any (12 CFR 1005.20(e)(2))? — Yes No NA
67. If the financial institution sells or issues a gift certificate, store gift card, or general-use prepaid card with an expiration date, then are the following disclosures provided on the certificate or card, as applicable:
    - The expiration date for the underlying funds, or if the underlying funds do not expire, the fact that the funds do not expire (12 CFR 1005.20(e)(3)(i)); — Yes No NA
    - A toll-free number and, if one is maintained, a website that a consumer may use to obtain a replacement certificate or card after the certificate or card expires if the underlying funds may be available (12 CFR 1005.20(e)(3)(ii)); and — Yes No NA
    - Except where a non-reloadable certificate or card bears an expiration date that is at least seven years from the date of manufacture, a statement, disclosed with equal prominence and in close proximity to the certificate or card expiration date, that: — Yes No NA
      - The certificate or card expires, but the underlying funds either do not expire or expire later than the certificate or card (12 CFR 1005.20(e)(3)(iii)(A)); — Yes No NA
      - The consumer may contact the issuer for a replacement card (12 CFR 1005.20(e)(3)(iii)(B)); and — Yes No NA

- No fee or charge is imposed on the cardholder for replacing the gift certificate, store gift card, or general-use prepaid card or for providing the certificate or card holder with the remaining balance in some manner prior to the funds expiration date unless such certificate or card has been lost or stolen. (12 CFR 1005.20(e)(4)). Yes No NA

68. Are the following disclosures provided in connection with a gift certificate, store gift card, or general-use prepaid card, as applicable:
    - For each type of fee that may be imposed in connection with the gift certificate or card (other than a dormancy, inactivity, or service fee subject to the disclosure requirements under (12 CFR 1005.20(d)(2)), the following information must be provided on or with the certificate or card:
        - The type of fee (12 CFR 1005.20(f)(1)(i)); Yes No NA
        - The amount of the fee (or an explanation of how the fee will be determined) (12 CFR 1005.20(f)(1)(ii)); and Yes No NA
        - The conditions under which the fee may be imposed (12 CFR 1005.20(f)(1)(iii)). Yes No NA
    - A toll-free telephone number and, if one is maintained, a website, that a consumer may use to obtain information about dormancy, inactivity, service, or each type of fee that may be imposed in connection with the certificate or card (12 CFR 1005.20(f)(2)). Yes No NA

Subpart B—Requirements for Remittance Transfers

1. Does the provider offer remittance transfers in the normal course of business? Yes No NA

   If the provider deems itself to not offer remittance transfers in the normal course of business as a result of the 100-transfer safe harbor, are the provider's method for counting transactions appropriate? Yes No NA

Complete the rest of the checklist if the provider offers remittance transfers in the normal course of business.

2. Does the provider have written policies and operating procedures that govern its remittance transfer operations? Yes No NA
3. Do these policies and procedures adequately address the requirements of subpart B? Yes No NA
4. Are the provider's personnel who are involved in remittance transfer operations knowledgeable about the requirements of subpart B? Yes No NA

Disclosures—12 CFR 1005.31

(Unless otherwise indicated, the disclosure requirements apply to all remittance transfer transactions, including those scheduled before the date of transfer.)

5. Does the provider provide prepayment disclosures and receipts or combined disclosures to its remittance transfer customers (12 CFR 1005.31(b)(1), (2), and (3))? Yes No NA

   NOTE: Specific content of disclosures are addressed below.

6. Are written disclosures:
    - in the appropriate form (12 CFR 1005.31(c)) Yes No NA
    - clear and conspicuous (12 CFR 1005.31(a)(1)) Yes No NA
    - in retainable form (12 CFR 1005.31(a)(2))? Yes No NA

7. Are written and electronic disclosures provided in compliance with the foreign language requirements of 12 CFR 1005.31(g)? Yes No NA
8. If the provider uses scripts to provide oral disclosures for remittance transfer transactions and error resolution procedures conducted over the telephone, do the contents of the scripts comply with the requirements of 12 CFR 1005.31(a)(3) and (a)(4)? Yes No NA
9. Do disclosures related to telephone, mobile application, or text message transactions comply with the disclosure requirements with respect to foreign languages and notice of cancellation rights? (12 CFR 1005.31(g)(2) and 12 CFR 1005.31(b)(2)(iv) Yes No NA
10. Does information in written or electronic disclosures comply with the grouping requirements of 12 CFR 1005.31(c)(1)? Yes No NA
11. Is the exchange rate used for the remittance transfer generally disclosed in close proximity to the other information in the prepayment disclosures? (12 CFR 1005.31(c)(2)) Yes No NA
12. In case of a disclosure that includes the disclaimer statement under 12 CFR 1005.31(b)(1)(viii), is the disclaimer in close proximity to the Total to Recipient? (12 CFR 1005.31(c)(2)) Yes No NA
13. Are disclosures on error resolution and cancellation rights generally disclosed in close proximity to the other disclosures on the receipt? (12 CFR 1005.31(c)(2)) Yes No NA
14. Are disclosures that are provided in writing or electronically provided in a minimum of eight-point font, in equal prominence to each other, and on the front of the page on which the disclosures are printed? (12 CFR 1005.31(c)(3)) Yes No NA
15. For disclosures that are provided in writing or electronically:
    - do they contain only information directly related to the disclosures, and Yes No NA
    - are they segregated from everything else? (12 CFR 1005.31(c)(4)) Yes No NA
16. Are estimated amounts in the disclosures appropriately described using the term "estimated" or a substantially similar term in close proximity to the term described? (12 CFR 1005.31(d)) Yes No NA
17. Are disclosures provided in compliance with the timing requirements of 12 CFR 1005.31(e)? Yes No NA
18. Do disclosures comply with the accuracy requirements of 12 CFR 1005.31(f)? Yes No NA

    NOTE: For a one-time transfer scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, disclosures must be accurate when a sender makes payment except to the extent estimates are permitted. For any subsequent transfer in a series of preauthorized remittance transfers, disclosures must be accurate as of the date the preauthorized remittance transfer to which it pertains is made. (12 CFR 1005.36(b).)

Prepayment disclosures—12 CFR 1005.31(b)(1)

19. Does the provider appropriately distinguish between covered and non-covered third-party fees? Yes No NA
20. Do the provider's prepayment disclosures appropriately disclose to the recipient the following information as applicable, using the terms in quotes (or substantially similar terms) listed below:
    - "Transfer Amount" both in the currency in which transaction is funded and in the currency in which the funds will be made available to the recipient; Yes No NA

- "Transfer Fees" and "Transfer Taxes"; Yes No NA
- "Other Fees"; Yes No NA
- "Exchange Rate"; Yes No NA
- "Total to Recipient"; and Yes No NA
- If applicable, a disclaimer statement that non-covered third-party fees or taxes collected on the remittance transfer by a third person may apply, resulting in the designated recipient receiving less than the amount disclosed? (12 CFR 1005.31(b)(1)) Yes No NA

Receipt—12 CFR 1005.31(b)(2)

21. Do the provider's receipts appropriately calculate and disclose to the recipient the following information as applicable, using the terms in quotes (or substantially similar terms) listed below, as applicable:
    - all the information required to be provided in the prepayment disclosure; Yes No NA
    - "Date Available"; Yes No NA
    - "Recipient"; Yes No NA
    - a statement about the sender's error resolution and cancellation rights, using language set forth in Model Form A-37 of Appendix A or substantially similar language;

      NOTE: If the transfer is scheduled at least three business days before the date of the transfer, the statement about the sender's cancellation rights should reflect the requirements of 12 CFR1005.36(c).
    - name, telephone number(s), and website of the provider; Yes No NA
    - a statement that the sender can contact the state agency that licenses or charters the remittance transfer provider with respect to the particular transfer (if applicable) and the Consumer Financial Protection Bureau (CFPB), for questions or complaints about the remittance transfer provider using language set forth in Model Form A-37 of Appendix A or substantially similar language; and Yes No NA

      NOTE: The statement must include the name, telephone number(s), and website of the state agency and the name, toll-free telephone number(s), and website of the CFPB.
    - the transfer date (only for transfers scheduled at least three business days in advance, or the first transfer in a series of preauthorized remittance transfers)? Yes No NA

Combined disclosure—12 CFR 1005.31(b)(3)

Complete this section if the provider provides combined disclosures as an alternative to prepayment disclosures and receipts.

22. Does the combined disclosure contain all the information required to be provided on the receipt? Yes No NA
23. Does the provider provide the combined disclosure when the sender requests the remittance transfer, but prior to payment for the transfer; and provide a proof of payment when payment is made for the transfer? Yes No NA

NOTE:
1. The proof of payment must be clear and conspicuous, provided in writing or electronically, and provided in a retainable form.
2. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized transfers, the provider may provide confirmation that the transaction has been scheduled in lieu of the proof of payment if payment is not processed at the time the remittance transfer is scheduled. No further proof of payment is required when payment is later processed.

Long-form error resolution and cancellation notice—12 CFR 1005.31(b)(4)

24. Does the provider promptly provide, at the sender's request, a notice describing the sender's error resolution and cancellation rights, using language set forth in Model Form A-36 of Appendix A or substantially similar language? (12 CFR 1005.31(b)(4)) Yes No NA

NOTE: For a remittance transfer scheduled at least three business days before the date of the transfer, the description of the rights of the sender regarding cancellation must instead reflect the requirements of 12 CFR 1005.36(c).

Estimates—12 CFR 1005.32

Temporary exception for insured institutions—12 CFR 1005.32(a)

25. If the remittance transfer provider is an insured institution (as defined by 12 CFR 1005.32(a)(3)), does the institution use estimates in its disclosures for transactions sent from the sender's account with the institution? Yes No NA

26. If so, can the financial institution not determine the exact amounts for reasons beyond its control because a person other than the institution or with which the institution has no correspondent relationship sets the exchange rate required to be disclosed or imposes a fee required to be disclosed? (12 CFR 1005.32(a) and Comment 32(a)(1)-1) Yes No NA

Permanent exception for transfers to certain countries—12 CFR 1005.32(b)(1)

27. Does the provider appropriately rely on the list provided by the CFPB when using estimates under the permanent exception set forth under 12 CFR 1005.32(b)(1) for transactions to those countries? Yes No NA

28. If the provider provides estimates for transactions in a country which does not appear on the safe harbor list published by the CFPB, does the entity appropriately determine that the laws of or the method by which transactions are conducted in the recipient country do not permit the determination of exact amounts? (12 CFR 1005.32(b)(1)(ii) and Comment 32(b)-5) Yes No NA

NOTE: A provider cannot rely on the CFPB list if it has information that the laws of a country on the list permit exact disclosures.

Permanent exception for transfers scheduled before the date of transfer—12 CFR 1005.32(b)(2)

29. For transfers scheduled five or more business days before the date of the transfer for which estimates may be provided, does the provider comply with the requirements of 12 CFR 1005.32(b)(2)? Yes No NA

Permanent exception for optional disclosure of non-covered third-party fees and taxes collected by a third party—12 CFR 1005.32(b)(3)

30. If the provider includes in the disclaimer statement required by 12 CFR 1005.31(b)(1)(viii), an optional estimated disclosure of applicable non-covered third-party fees or taxes, are the estimates based on reasonable sources? (12 CFR 1005.32(b)(3)? Yes No NA

Bases for Estimates—12 CFR 1005.32(c)

31. Are the bases used to derive the estimates under 12 CFR 1005.32(a), (b)(1), and (b)(2) in compliance with the method for disclosing estimates set forth in 12 CFR 1005.32(c)? Yes No NA

    NOTE: For transfers scheduled five or more business days before the date of the transfer for which estimates may be provided, the requirements of 12 CFR 1005.32(d) apply.

32. Does the provider use the approaches listed in the rule to estimate:
    - exchange rate; Yes No NA
    - transfer amount in which funds will be received; Yes No NA
    - covered third-party fees; and Yes No NA
    - the amount of currency that will be received by the designated recipient? Yes No NA

33. If estimates are based on an approach that is not one of the listed bases, does the designated recipient receive the same, or greater, amount of funds than the remittance transfer provider disclosed? Yes No NA

Procedures for Resolving Errors—12 CFR 1005.33

34. Does the provider have adequate policies and procedures to address the error resolution requirements applicable to remittance transfers (12 CFR 1005.33(g))? Yes No NA

35. Do the policies and procedures adequately state what constitutes an error and what does not as defined in 12 CFR 1005.33(a)? Yes No NA

36. Do the policies and procedures specifically address:
    - timing and content of the sender's notice of error (12 CFR 1005.33(b)(1)); Yes No NA
    - provider's request for additional information or clarification (12 CFR 1005.33(b)(2)); Yes No NA
    - time limits for investigation, reporting results, and correcting an error (12 CFR 1005.33(c)); Yes No NA
    - sender's request for documentation that the provider relied on to make a decision (12 CFR 1005.33(d)); and Yes No NA
    - the retention of records related to error investigations (12 CFR 1005.33 (g)(2) and (12 CFR 1005.13))? Yes No NA

37. Does the provider complete its investigation of alleged errors and determine whether an error occurred within 90 days of receiving notice of the error (12 CFR 1005.33(c))? Yes No NA

38. Does the provider report investigation results to the sender within three business days after completing its investigation and include notice of any remedies available for correcting any error determined to have occurred and provide remedy within one business day (12 CFR 1005.33(c))? Yes No NA

NOTE: The provider can ask the sender to designate a preferred remedy at the time the sender provides notice of the error but must indicate that a resend remedy may be unavailable if the error occurred because the sender provided incorrect or insufficient information.

39. If the sender provided an incorrect account number or recipient institution identifier, does the provider comply with the requirements of 12 CFR 1005.33(h) in determining that no error occurred? Yes No NA

40. If the provider determines that no error or a different error occurred, does it provide a written explanation of the findings, and note the sender's right to request the documents upon which the provider relied in making its determination (12 CFR 1005.33(d))? Yes No NA

41. If the provider provides a default remedy, does it correct the error within one business day or as soon as reasonably practicable, after the reasonable time (deemed to be 10 business days) or the sender to designate the remedy has passed? Yes No NA

NOTE: A default remedy is not applicable where the sender provided incorrect or insufficient information.

42. If the sender requests a refund (for errors other than those related to failure to deliver by the disclosed date where the sender provided incorrect or insufficient information), does the provider refund within one business day or as soon as reasonably practicable thereafter (12 CFR 1005.33(c)(2)(A))? Yes No NA

NOTE: The provider may generally, at its discretion, issue a refund either in cash or in the same form of payment that was initially provided by the sender for the remittance transfer.

43. If the sender requests delivery of the amount appropriate to correct the error and the error did not occur because the sender provided incorrect or insufficient information, does the provider correct the error within one business day, or as soon as reasonably practicable, applying the same exchange rate, fees, and taxes stated in the disclosure provided in connection with the unsuccessful remittance transfer attempt (Comment 33(c)-3)? Yes No NA

44. In the case of errors involving incorrect or insufficient information provided by the sender for the transfer, does the provider comply with the requirements of 12 CFR 1005.33(c)(2)(iii)? Yes No NA

45. If the provider determines that an error occurred that relates to: Yes No NA

- an incorrect amount paid by the sender;
- a computational or bookkeeping error made by the remittance transfer provider; or
- failure to make the amount of currency stated in the disclosures available to the designated recipient,

does the provider either:

- refund the amount of funds provided by the sender (in case of a transaction that was not properly transmitted);
- refund the amount appropriate to resolve the error; or
- make available to the designated recipient, the amount appropriate to resolve the error without additional cost to the sender or the designated recipient (12 CFR 1005.33(c)(2)(i))?

46. If the error relates to the failure to make funds available to the designated recipient by the disclosed date of availability (except in cases where the sender provided incorrect or insufficient information), does the provider Yes No NA

- either (i) refund the amount of funds that was not properly transmitted, or the amount appropriate to resolve the error to the sender; or (ii) make available to the designated recipient the amount appropriate to resolve the error;

  and

- refund to the sender any fees and, to the extent not prohibited by law, taxes imposed for the remittance transfer? (12 CFR 1005.33(c)(2)(ii))

47. If an error occurred, does the provider impose a charge related to any aspect of the error resolution process (including charges for documentation or investigation)? (Comment 33(c)-9) If so, is the provider in violation of 12 CFR 1005.33(c)? Yes No NA

48. Does the provider retain policies and procedures and documentation, including those related to error investigations, for a period of not less than two years from the date a notice of error was submitted to the provider or action was required to be taken by the provider (12 CFR 1005.33(g) and 1005.13)? Yes No NA

Procedures for Cancellation and Refund of Remittance Transfers—12 CFR 1005.34

49. Does the provider comply with any oral or written request to cancel a remittance transfer (except for transfers scheduled three or more business days before the date of transfer) from the sender that is received no later than 30 minutes after the sender makes payment in connection with the remittance transfer? (12 CFR 1005.34(a)) Yes No NA

    NOTE: The request to cancel must enable the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and the transferred funds must not have been picked up by the designated recipient or deposited into an account of the designated recipient. (12 CFR 1005.34(a)(1) and (2))

50. If a sender provides a timely request to cancel a remittance transfer, does the provider refund all funds provided by the sender in connection with the remittance transfer at no additional cost to the sender, within three business days of receiving the request? (12 CFR 1005.34(b)) Yes No NA

    NOTE: The funds to be refunded include any fees and, to the extent not prohibited by law, taxes that have been imposed for the transfer, whether the fee or tax was assessed by the provider or a third party, such as an intermediary institution, the agent or bank in the recipient country, or a state or other governmental body (12 CFR 1005.34(b)).

Acts of Agents—12 CFR 1005.35

51. Has the provider established and maintained policies or procedures, including policies, procedures for compliance, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider? Yes No NA

    Consider:

- the degree of control the agent exercises over the remittance transfer activities performed on the provider's behalf; Yes No NA
- the quality and frequency of training provided to ensure that agents are aware of the regulatory requirements and the provider's internal policy guidelines; and Yes No NA
- the adequacy of the provider's oversight of agents' activities. Yes No NA

Transfers Scheduled before the Date of Transfer—12 CFR 1005.36

52. For one-time transfers scheduled five or more business days in advance or for the first in a series of preauthorized remittance transfers, does the provider provide either a prepayment disclosure and a receipt or a combined disclosure at the time the sender requests the transfer but prior to payment? (12 CFR 1005.36(a)(1)(i)) Yes No NA

    NOTE: If any of the disclosures provided contain estimates, the provider must mail or deliver an additional receipt no later than one business day after the date of the transfer. If the transfer involves the transfer of funds from the sender's account held by the provider, this additional receipt may be provided on or with the next periodic statement for that account or within 30 days after the date of the transfer if a periodic statement is not provided. (12 CFR 1005.36(a)(1)(ii))

53. For each subsequent preauthorized remittance transfer, does the provider provide an updated receipt if any of the information (other than temporal disclosures or disclosures that are permitted to be estimated) on the most recent receipt is no longer accurate? (12 CFR 1005.36(a)(2)(i)) Yes No NA

    NOTE: The receipt must clearly and conspicuously indicate that it contains updated disclosures and must be mailed or delivered to the sender within a reasonable time prior to the scheduled date of the next subsequent preauthorized remittance transfer. A disclosure that is mailed no later than 10 business days or hand or electronically delivered no later than 5 business days is deemed to have been provided within a reasonable time. (12 CFR 1005.36(a)(2)(i) and Comment 36(a)(2)-3)

54. If there is no updated information and the remittance transfer does not involve the transfer of funds from the sender's account held by the provider, does the provider mail or deliver to the sender a receipt no later than one business day after the date of the transfer for each subsequent preauthorized transfer? (12 CFR 1005.36(a)(2)(ii)) Yes No NA

55. If there is no updated information and the remittance transfer involves the transfer of funds from the sender's account held by the provider, is the receipt provided on or with the next periodic statement for that account, or within 30 days after the date of the transfer if a periodic statement is not provided? (12 CFR 1005.36(a)(2)(ii)) Yes No NA

56. For any subsequent transfer in a series of preauthorized remittance transfers, does the provider disclose the date of the subsequent transfer using the term "Future Transfer Date" or a substantially similar term, a statement of the sender's cancellation rights, and the name, telephone number(s), and website of the remittance transfer provider no more than 12 months, and no less than 5 business days prior to, the date of the subsequent preauthorized remittance transfer? (12 CFR 1005.36(d)) Yes No NA

    NOTE: While the rule generally provides flexibility as to when and where future transfer dates may be disclosed, for any subsequent preauthorized remittance transfer for which the date of transfer is four or fewer business days after the date payment is made, the disclosure must generally be provided on or with the receipt for the initial transfer in that series. (12 CFR 1005.36(d)(2)(ii))

57. Does the provider comply with any oral or written request to cancel any remittance transfer scheduled by the sender at least three business days before the date of the remittance transfer? (12 CFR 1005.36(c)) Yes No NA

    NOTE: The request to cancel must

    - enable the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and

- be received by the provider at least three business days before the scheduled date of the remittance transfer. (12 CFR 1005.36(c))

Comments

NY CLS Gen Mun § 5-a

Current through 2025 released Chapters 1-430

New York Consolidated Laws Service > ***General Municipal Law (Arts. 1 — 20)*** > ***Article 2 General Municipal Finances (§§ 3 — 25)***

§ 5-a. Electronic or wire transfers

1. Notwithstanding any other law to the contrary, whenever an officer of a local government, as that term is defined in *section ten* of this article, is authorized or directed pursuant to law to disburse or transfer on behalf of the local government funds in the custody of the officer, that officer shall be authorized to disburse or transfer such funds by means of electronic or wire transfer. Such disbursement shall be otherwise subject to applicable laws, provided that:

(a) the governing board of the local government has entered into a written agreement with the bank or trust company in which such funds have been deposited, prescribing the manner in which electronic or wire transfer of such funds shall be accomplished, identifying by number and name those accounts from which electronic or wire transfers may be made, identifying which officer or officers are authorized to order the electronic or wire transfer of funds from those accounts, and implementing a security procedure as defined in section 4-A-201 of the uniform commercial code; and

(b) the bank or trust company processing the transfer shall provide to the officer ordering the electronic or wire transfer of funds written confirmation of each such transaction no later than the business day following the day on which the funds are transmitted.

2. It shall be the duty of the governing board of the local government to adopt a system of internal controls for the documentation and reporting of all transfers or disbursements of funds accomplished by electronic or wire transfer.

History

Add, *L 1996, ch 140, § 14*, eff June 11, 1996; amd, *L 1998, ch 469, § 9*, eff July 22, 1998.

Annotations

Notes

Editor's Notes:

Laws 1996, ch 140, § 24, eff June 11, 1996, provides as follows:

§ 24. This act shall take effect immediately and shall apply to all budgets which are adopted after the date on which it shall have become a law.

Prior Law:

Former § 5-a, add, L 1939, ch 221, § 1; repealed, L 1943, ch 712, § 3, eff Sept 2, 1945, with substance covered by *Local Finance Law § 23.00*, *53.00* and *100.00*.

In New York, municipalities are authorized to conduct wire transfers of funds under specific regulations. According to , NY CLS Gen Mun § 5-a. a municipal officer may disburse or transfer funds via electronic or wire transfer if the governing board of the municipality has entered into a written agreement with the bank or trust company holding the funds. This agreement must outline the procedures for electronic or wire transfers, identify the accounts from which such transfers may be made, specify the officers authorized to initiate these transfers, and implement a security procedure as defined in section 4-A-201 of the Uniform Commercial Code. Additionally, the bank or trust company must provide written confirmation of each transaction to the officer who ordered the transfer no later than the next business day . NY CLS Gen Mun § 5-a.

Furthermore, the governing board of the municipality is required to adopt a system of internal controls to document and report all electronic or wire transfers. This ensures accountability and compliance with applicable laws . NY CLS Gen Mun § 5-a.

Wire transfers in New York are also governed by Article 4-A of the Uniform Commercial Code, which establishes a comprehensive framework for electronic funds transfers, including the rights and obligations of all parties involved. This framework emphasizes speed, efficiency, and finality in the transfer process . U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754, Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242.

Content supporting AI-generated response:

A NY CLS Gen Mun § 5-a | NY - New York Consolidated Laws Service | Codes | New York

I U.S. Bank N.A. v. Zaccagnino, 214 A.D.3d 754 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Mar 8, 2023

A Receivers of Sabena v. Deutsche Bank A.G., 142 A.D.3d 242 | NY Supreme Court Cases - Appellate Division from 1875 | Cases | New York | Jul 14, 2016

§ 4A-201. SECURITY PROCEDURE.

" Security procedure " means a procedure established by agreement of a customer and a receiving bank for the purpose of (i) verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or (ii) detecting error in the transmission or the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer is not by itself a security procedure.

‹ PART 2. ISSUE AND ACCEPTANCE OF PAYMENT ORDER Up § 4A-202. AUTHORIZED AND VERIFIED PAYMENT ORDERS. ›

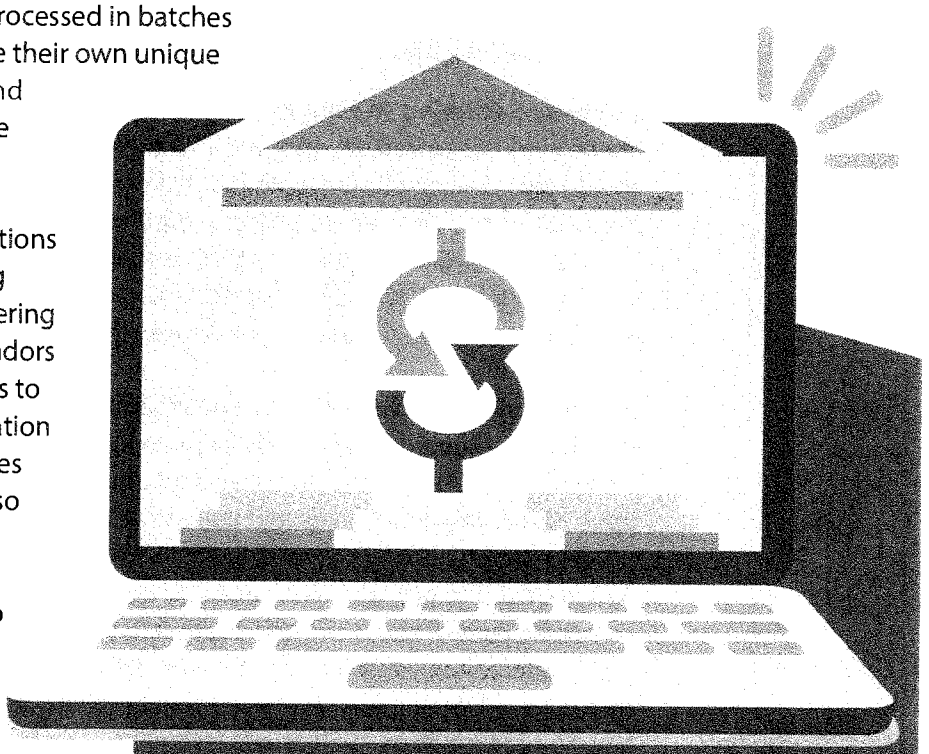
Center for Government Innovation

Best Practices for ACH Electronic Payments

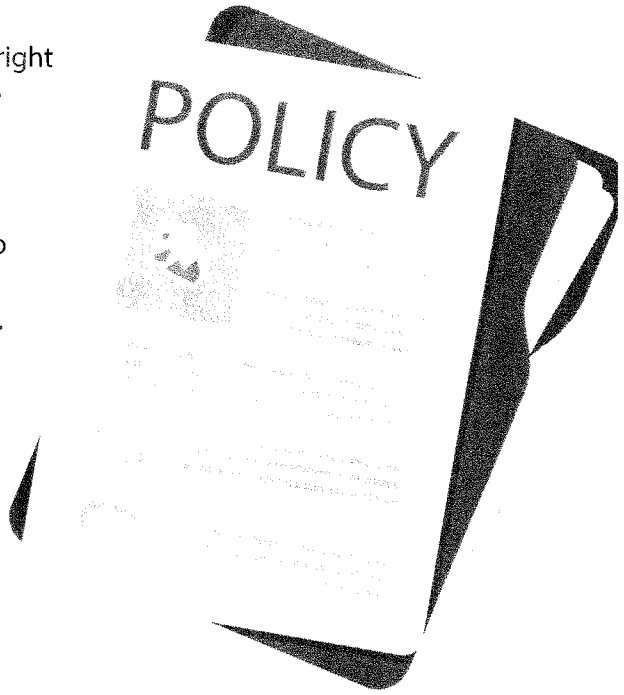
Office of the
Washington
State Auditor
Pat McCarthy

Governments are increasingly using Automated Clearing House (ACH) payments to pay employees and vendors, replacing more costly checks and warrants. These are electronic bank-to-bank payments processed in batches through the ACH Network. They have their own unique risks that are different from checks and warrants, and these risks are too large to ignore.

Today, bad actors target ACH transactions using social engineering or by having direct system access. In social engineering schemes, bad actors may pose as vendors to get employees to approve changes to contact and/or bank account information in order to divert payments. Employees and others with system access can also perpetrate fraud, such as by adding fictitious vendors or changing a vendor's bank account information to their own or that of an accomplice.



Governments need to make sure they are sending money to the right place **before** they initiate ACH transactions, as they are final once executed. The National Automated Clearing House Association (NACHA) governs the ACH Network, and its rules accommodate some attempt at recovery. For example, the originating bank can request a return of funds, but the receiving bank does not have to honor the request and they are under no obligation if the money is gone. Most of the time, fraudsters move the money out quickly.



Governments can dispute an unauthorized ACH withdrawal that might appear on their bank statement. However, while a consumer has 60 days to do so, a government has less than two banking days. Each bank will communicate its deadline, as it must initiate a return of the ACH debit by the start of the second business day following the transaction in question.

It is critically important that governments design and implement a robust set of internal controls over ACH payments. To help you, we have compiled these ideas and best practices to help you build stronger ACH controls.

Take these important first steps

- **Develop a detailed ACH payment policy.** Your policy should detail the procedures to initiate, approve and execute ACH payments. It should also describe how employees will verify new or changed payee account information, address segregation of duties, and instruct employees on how they should share information with payees. Your policy should incorporate as many of the best practices below into your procedures, as you deem appropriate.

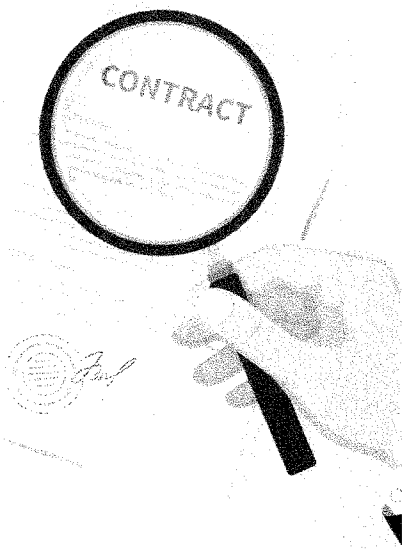
- **Educate and empower your finance staff to be responsibly suspicious.** Management should provide employee training on social engineering and ACH fraud schemes immediately upon hiring new employees and annually thereafter. Employees need to know that any phone call, email, fax, or letter could be a fraudster and to proceed with caution. For example, employees should be careful about the information they give out over the phone, ask questions of vendors and other employees, and corroborate information with other sources. They also need to know how to spot red flags, such as requests to change banking information just prior to a large payment or a change to both the vendor contact and bank account within a short time period. Your training should also inform employees about your policies and procedures for ACH payments, create a perception of fraud detection within the organization, and share knowledge of consequences for committing fraud.



Assess your financial exposure to ACH fraud

- **Understand NACHA rules and the bank's terms and conditions.** Governments initiating ACH payments have no dispute time period after the ACH transaction is released, but NACHA rules permit some attempt at recovery. There is a short dispute window for ACH debits (unauthorized withdrawals) unexpectedly posted to a government's bank account. Make sure that you understand these rules and the terms of your banking agreement. That way, you can design internal controls appropriately and understand the liability you are assuming when engaging in these transactions.

- **Understand your insurance coverage for ACH losses.** Read your policy, and work with your legal counsel if you need assistance understanding its terms and conditions for ACH payment losses. Obtain additional coverage if you need it, including potentially bonding certain employees.



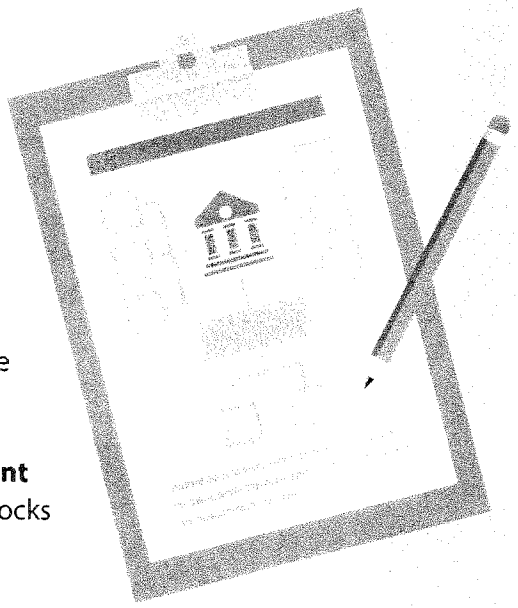
Segregate duties to reduce your risk

- **Require two different people to execute ACH payments.** Establish a protocol with your bank where one employee submits the ACH payment file and a second employee authorizes release of the funds after verifying the accuracy of the ACH transactions in the batch.

- **Separate processing from editing payee master files.** Employees who process accounts payable or payroll should not have the ability to edit the respective vendor and employee master files.

- **Separate processing from payments.** Employees who process accounts payable or payroll should not create, handle or approve ACH payment files.

- **Keep banking responsibilities separate from the ACH payment processes.** Employees who have authority to add or edit ACH blocks or filters to bank accounts—or have responsibility to monitor or reconcile bank account activity—should not play any part in the ACH payment process.



Prepare your bank accounts for ACH payments

- **Use dedicated bank accounts for ACH transactions.** Maintain a zero balance and restrict these accounts from processing checks or other payment types.

- **Establish dollar limits with your bank.** You can establish dollar limits per day or transaction. To determine this limit, you might consider the amount of insurance coverage you have to cover such a loss.

- **Place ACH blocks on all other bank accounts.** An ACH block prevents all ACH activity in any account not used for this purpose.

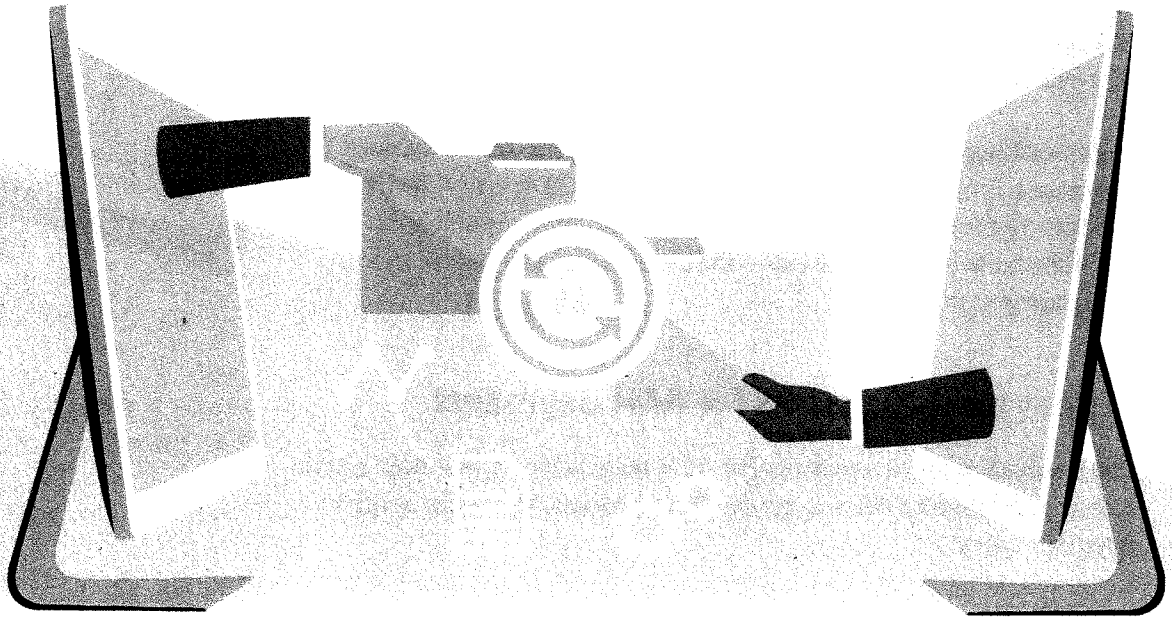
- **Consider an ACH filter (also known as ACH positive pay).** For bank accounts where you expect to have ACH activity and would like more control, this tool allows you to monitor ACH activity and block incoming charges before they are deducted from your account. This tool will also send notifications of any activity outside of the parameters that you establish for payees (e.g., name, dollar limits, timeframe).

Protect the banking information you maintain

- **Restrict access to ACH-related forms.** Do not place ACH payment sign-up forms and forms to update payee account information on your public-facing website. This limits access and makes it more difficult for bad actors to make fraudulent requests appear legitimate.

- **Share banking information securely.** Payees should use encryption when emailing bank information to you, to reduce the risk of alteration during transit. Even with encryption, your staff should still verify the new information directly with the payee.

- **Limit access to sensitive information.** Securely store and protect payee banking information. Only one or two employees should have the ability to edit employee or vendor banking information. Additionally, permissions to view this sensitive information should be limited to those who need it to do their job.



- **Secure your vendor or employee self-service payee portal.** A payee portal can be a better option than relying on emails as long as it is secure and you actively manage user access. A payee portal should have strong security measures, such as automatic log-off after inactivity, strong password requirements, and multifactor authentication for verifying identity. Additionally, ensure that you install all software updates and patches promptly. The Government Finance Officers Association (GFOA) also advises portals have approvals or notifications related to changes, as well as audit trails.

- **Electronic payment files should be secure and read-only.** You should securely prepare, store and transmit ACH payment files to protect the information they contain. The payment file should be read-only. If anyone can edit the payment file, your fraud risk increases significantly. You would then have to monitor the payment file for any unauthorized changes, from creation of the file up to bank submission.

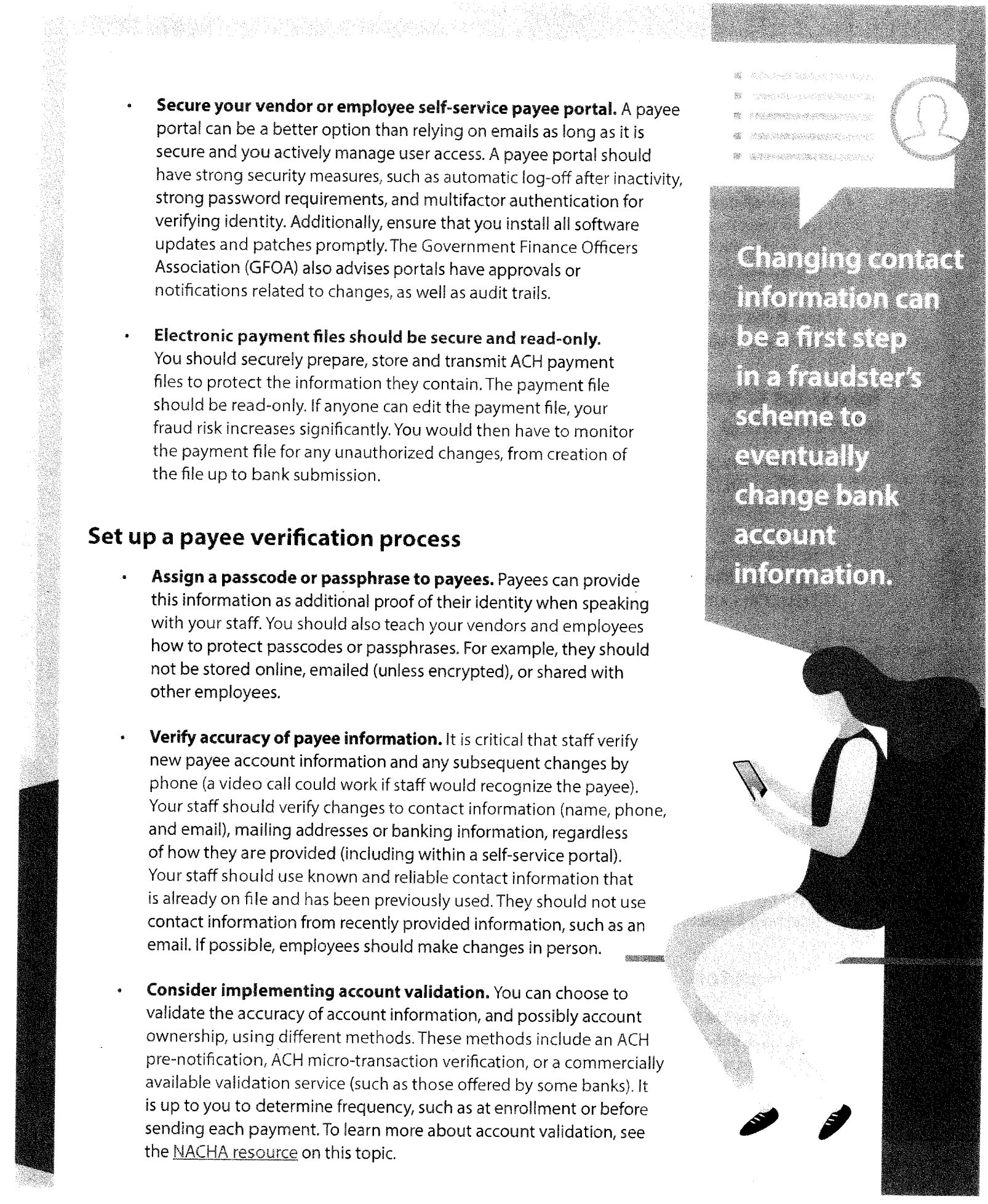
Set up a payee verification process

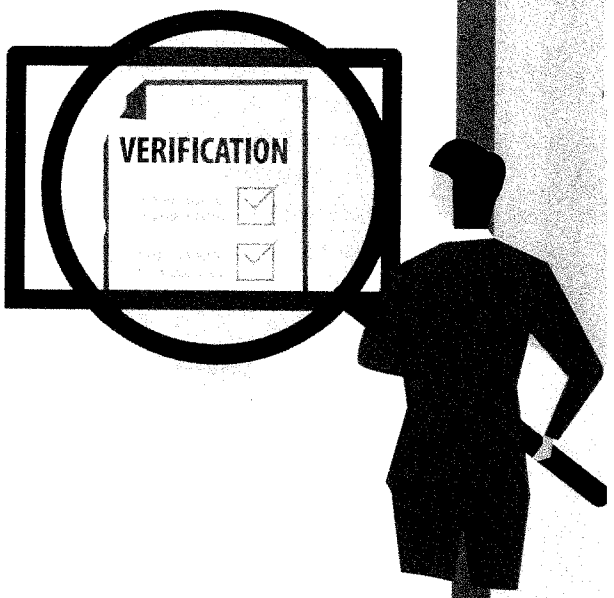
- **Assign a passcode or passphrase to payees.** Payees can provide this information as additional proof of their identity when speaking with your staff. You should also teach your vendors and employees how to protect passcodes or passphrases. For example, they should not be stored online, emailed (unless encrypted), or shared with other employees.

- **Verify accuracy of payee information.** It is critical that staff verify new payee account information and any subsequent changes by phone (a video call could work if staff would recognize the payee). Your staff should verify changes to contact information (name, phone, and email), mailing addresses or banking information, regardless of how they are provided (including within a self-service portal). Your staff should use known and reliable contact information that is already on file and has been previously used. They should not use contact information from recently provided information, such as an email. If possible, employees should make changes in person.

- **Consider implementing account validation.** You can choose to validate the accuracy of account information, and possibly account ownership, using different methods. These methods include an ACH pre-notification, ACH micro-transaction verification, or a commercially available validation service (such as those offered by some banks). It is up to you to determine frequency, such as at enrollment or before sending each payment. To learn more about account validation, see the NACHA resource on this topic.

Changing contact information can be a first step in a fraudster's scheme to eventually change bank account information.



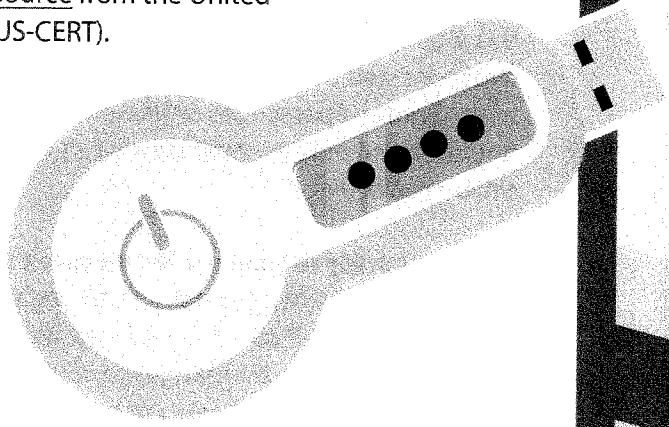


- **Review verification documentation.** Management should review and approve verification documentation before staff enter changes into the system.

- **Review all payee account changes.** Management should review all payee account changes that occur up to creation of the ACH payment file (or up to submission to the bank if the ACH payment file can be edited). One way is to compare a system exception report that details all changes since the last payment run to the source documentation.

Take steps to protect yourself when using online banking

- **Use a dedicated, secure computer.** You should send ACH payment batches using a computer solely dedicated to online banking activity. This computer needs to be up to date with security patches and antivirus protection. These measures protect it from malware, which can lead to compromised login credentials. You can learn more about how to bank securely online by reading this resource from the United States Computer Emergency Readiness Team (US-CERT).



- **Use a bank that offers token keys.** A token is a physical device that provides a key code you enter when logging into your online account. This form of multifactor authentication is more secure than an emailed or texted code. Governments should contract with banks that offer this security device and use it for any employee that has entitlements to send or release ACH payment batches.

- **Keep up to date on your bank's security measures.** Check in with your bank every six months to identify new options or services that can help protect your government against ACH fraud.

Actively monitor

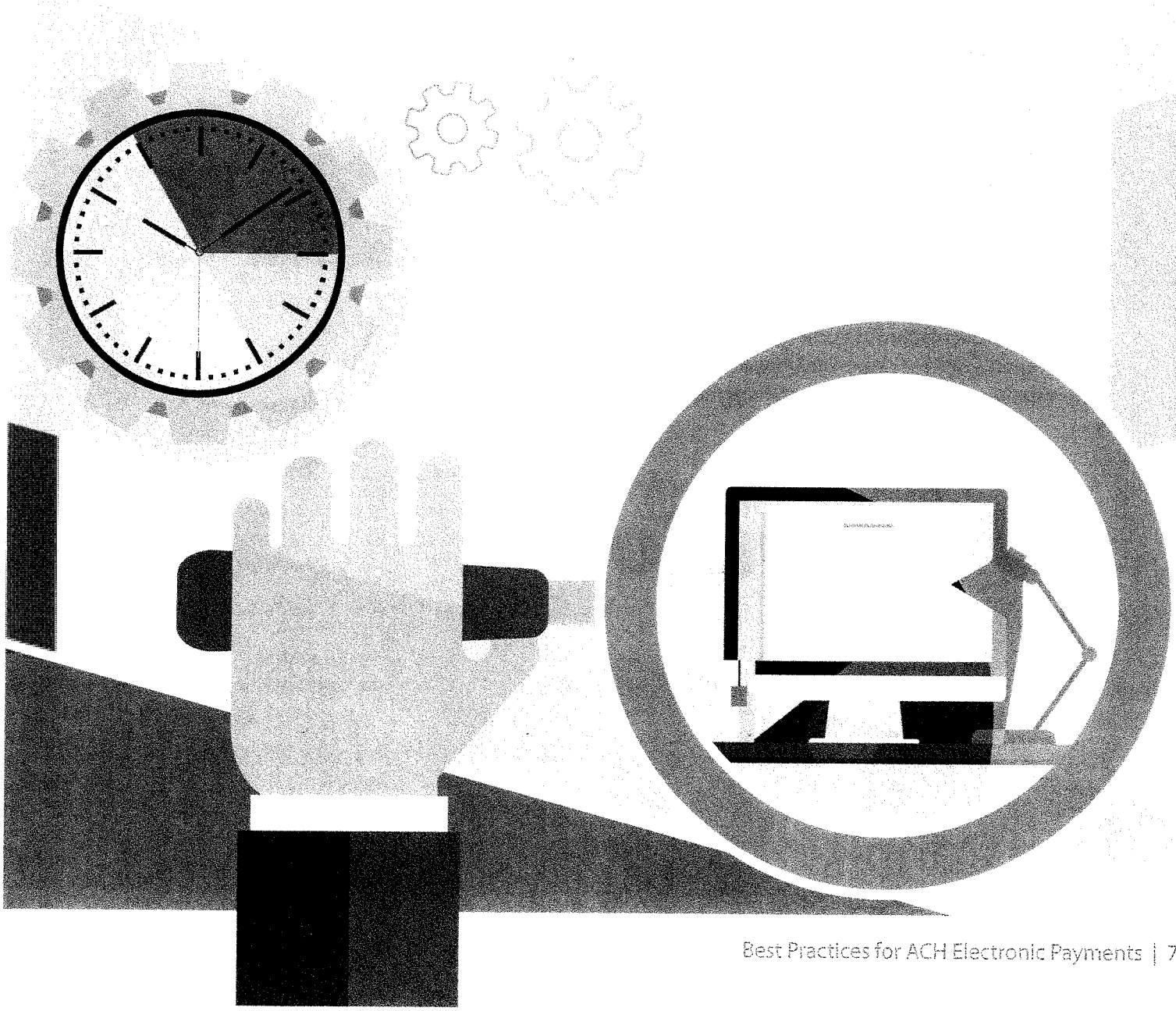
- **Check the bank's ACH remittance receipt.** Immediately after you have initiated your ACH transaction, compare the bank's ACH receipt to your original documentation.

- **Review your bank account daily.** To identify issues promptly, governments engaging in ACH activity should review bank accounts and ACH activity at least daily.

- **Periodically review payee lists.** You should periodically review your employee and vendor master files for red flags like duplicate records or vendors and employees with matching bank accounts (an indicator an employee may be fraudulently diverting vendor payments to a personal account).

- **Follow up on vendor complaints promptly.** You should act promptly if any vendor reports it has not been paid. It is possible that the payment was fraudulently diverted, and acting promptly can aid in the recovery efforts.

- **Use fraudulent incidents to inform your risk assessment process.** Analyze and quantify the extent to which your government has already suffered financial losses from fraudulent ACH payments to inform fraud risk assessments and prioritize and tailor countermeasures.



Additional resources

- National Automated Clearing House Association's (NACHA)
  Account Validation: A tool for businesses to improve ACH Transactions
- National Automated Clearing House Association's (NACHA)
  Protecting against cyber-fraud
- United States Computer Emergency Readiness Team's (US-CERT)
  Banking Securely Online (cisa.gov)
- Government Finance Officers Association's (GFOA)
  Advisory on Electronic Vendor Fraud
- Office of the Washington State Auditor's
  Segregation of Duties guide

For assistance

This resource was developed by the Center for Government Innovation at the Office of the Washington State Auditor. Please send questions, comments, or suggestions to Center@sao.wa.gov.

Disclaimer

This resource is provided for informational purposes only. It does not represent prescriptive guidance, legal advice, an audit recommendation, or audit assurance. It does not relieve governments of their responsibilities to assess risks, design appropriate controls, and make management decisions.

Center for Government
Innovation

WARREN COUNTY INSURANCE INFORMATION

TRAVELERS

PO Box 2950
Hartford, CT 06104-2950

December 29, 2022

WARREN COUNTY
1340 State Rt. 9
LAKE GEORGE, NY 12845

Re: Important Information about **Claims Information Line**

Dear WARREN COUNTY

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

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TRAVELERS

P.O. Box 2950
Hartford, CT 06104-2950

12/29/2022

WARREN COUNTY

1340 State Rt. 9
LAKE GEORGE, NY 12845

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register.**
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit.**
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950

(866) 904.8348

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TRAVELERS

Wrap+®

CRIME
DECLARATIONS

POLICY NO. **106215725**

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

ITEM 1	**NAMED INSURED:** **WARREN COUNTY** D/B/A: Principal Address: **1340 State Rt. 9** **LAKE GEORGE, NY 12845**
ITEM 2	**POLICY PERIOD:** Inception Date: **January 1, 2023** Expiration Date: **January 1, 2026** 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	**ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:** **Email: BSIclaims@travelers.com** **Fax: 1-888-460-6622** **Mail: Travelers Bond & Specialty Insurance Claim** **P.O. Box 2989** **Hartford, CT 06104-2989** **Overnight Mail: Travelers Bond & Specialty Insurance Claim** **One Tower Square, S202A** **Hartford, CT 06183** **For questions related to claim reporting or handling, please call 1-800-842-8496.**
ITEM 4	**COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:** Crime

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ITEM 5

CRIME		
Insuring Agreement	**Single Loss Limit of Insurance**	**Single Loss Retention**
A. Fidelity		
1. Employee Theft	**See Endorsement**	
2. ERISA Fidelity	**Not Covered**	
3. Employee Theft of Client Property	**Not Covered**	
B. Forgery or Alteration	**$500,000**	**$5,000**
C. On Premises	**$100,000**	**$10,000**
D. In Transit	**$100,000**	**$10,000**
E. Money Orders and Counterfeit Money	**Not Covered**	
F. Computer Crime		
1. Computer Fraud	**$1,000,000**	**$10,000**
2. Computer Program and Electronic Data Restoration Expense	**Not Covered**	
G. Funds Transfer Fraud	**$1,000,000**	**$10,000**
H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	**Not Covered**	
2. Identity Fraud Expense Reimbursement	**$25,000**	**$0**
I. Claim Expense	**$5,000**	**$0**

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ITEM 5. (Cont'd)	If "*Not Covered*" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**. **Policy Aggregate Limit of Insurance:** ☐ Applicable ☒ Not Applicable If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: **Not Applicable** If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance. **Cancellation of Prior Insurance:** By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers **Not Applicable,** such cancellation to be effective at the time this **Crime Policy** becomes effective. **INSURED'S PREMISES COVERED:** All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: **Not Applicable**
ITEM 6	**PREMIUM FOR THE POLICY PERIOD:** **$20,604.00** Policy Premium **$6,868.00** Annual Installment Premium
ITEM 7	**FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:** **ACF-7006-0511; CRI-3001-0109; CRI-7126-0109; CRI-7129-0109; CRI-19072-0315; CRI-19101-1117; CRI-19085-0919; CRI-19122-1120; CRI-7019-0109; CRI-5033-0613; CRI-17001-0317**

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THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

_____
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

President

Corporate Secretary

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106215725**

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CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered,*" then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

   a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

   b. who is a non-compensated officer;

   c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

   d. while acting as a non-compensated fund solicitor during fund raising campaigns;

   e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

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2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:

   i. that the **Insured** owns or leases;

   ii. that the **Insured** holds for others:

      (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or

      (b) while in transit and in the care and custody of a **Messenger**; or

   iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

i. at face value in the **Money** issued by that country; or

ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section ***I. INSURING AGREEMENTS*, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

   Faithful Performance of Duty
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **$2,000,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section ***III. DEFINITIONS***:

   Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section ***IV. EXCLUSIONS***:

   This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure.**

5. The following replaces paragraph 4.a. of section ***V. CONDITIONS***, D. CANCELLATION OR TERMINATION:

   4. This **Crime Policy** terminates as to any **Employee**
      a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy,** involving **Money, Securities** or **Other Property** in an amount in excess of $10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

1. Item 5. of the ***DECLARATIONS***, **Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft - Per Loss Coverage	**$2,000,000**	**$20,000**
2. Employee Theft - Per Employee Coverage		

2. Section ***I. INSURING AGREEMENTS,*** A. FIDELITY is replaced with the following:

   A. FIDELITY

   1. Employee Theft - Per Loss Coverage
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

   2. Employee Theft - Per Employee Coverage
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section ***II. GENERAL AGREEMENTS,*** **A. JOINT INSURED,** 5. is replaced with the following:

   5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section ***III. DEFINTIONS*** is amended as follows:

   A. Definition DD. **Insured** is replaced with the following:
   DD. **Insured** means:
   1. the **First Named Insured**,
   2. any **Sponsored Plan**, or
   3. any other entity listed in Item 1.of the Declarations.

   B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:
   RR. **Single Loss** means:
   1. for purposes of Insuring Agreement A.1:
      a. an individual act;
      b. the combined total of all separate acts; or
      c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

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2. for purposes of Insuring Agreement A.2.:
   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period.**

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section ***IV. EXCLUSIONS*** is amended as follows:

A. Exclusion C is replaced by the following:
   C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.

C. Exclusion CC. is replaced by the following:
   CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusion is added:
   DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

6. Section ***V. CONDITIONS*** is amended as follows:

A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.

B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.

C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
   b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;

D. Section **C. EMPLOYEE BENEFIT PROVISIONS - INFLATION GUARD** is deleted.

E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
   b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
   c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:
   Indemnification

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The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

   1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

   1. a **Vendor**, or that **Vendor's** attorney;
   2. a **Client**, or that **Client's** attorney;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

   Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS**, G. **Computer System**:

   G. ***Computer System*** means:

      1. any computer; and
      2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

      that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

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5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C. **Client**:

   C. ***Client*** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, E. **Computer Fraud**:

   E. ***Computer Fraud*** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

      1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
      2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME** .

   For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

   Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section **III. DEFINITIONS**, AA. **Funds Transfer Fraud**:

   AA. ***Funds Transfer Fraud*** means:

      1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
      2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

   Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section **III. DEFINITIONS**, DD. **Insured**:

   DD. ***Insured*** means:

      1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
         a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
         b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
      2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
         a. the **First Named Insured**,
         b. any **Subsidiary**,
         c. any **Sponsored Plan**, or
         d. any other entity listed in Item 1. of the Declarations.

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9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:

   G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.

   H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

   R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
      1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
      2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
         a. Insuring Agreement A.;
         b. Insuring Agreement E.;
         c. Insuring Agreement F1., or
         d. the Social Engineering Fraud Insuring Agreement.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

    T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:
       1. while in the mail; or
       2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

    This **Crime Policy** will not apply to:

    a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
    b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
    c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
    d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
    e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
    f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
    g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

1. This endorsement modifies all Insuring Agreements forming part of this **Crime Policy**, unless specified below as indicated by the corresponding ☒ and then only to those so indicated:

   ☒ A. FIDELITY
   - ☒ Employee Theft ☐ ERISA Fidelity ☐ Employee Theft of Client Property

   ☐ B. FORGERY OR ALTERATION
   ☐ C. ON PREMISES
   ☐ D. IN TRANSIT
   ☐ E. MONEY ORDERS AND COUNTERFEIT MONEY
   ☐ F. COMPUTER CRIME
   - ☐ Computer Fraud ☐ Computer Program and Electronic Data Restoration Expense

   ☐ G. FUNDS TRANSFER FRAUD
   ☐ H. PERSONAL ACCOUNTS PROTECTION
   ☐ I. CLAIM EXPENSE

2. The **Insured** agrees that any loss payable under the Insuring Agreement(s) indicated above and involving **Money** or **Other Property** in which the designated Loss Payee has an interest shall be paid jointly to the **Named Insured** and to the Loss Payee designated below:

Loss Payee Name	Loss Payee Address
Housing Trust Fund Corp & Div of Housing & Community Renewal	**38-40 State Street, Floor 4 South, Albany, NY 12207**
Susan Culver; RESTORE Program; Housing Trust Fund Corporation	**3840 State Street, Albany, NY 12207**

   and any such payment shall constitute payment to the **Insured**. The Company agrees to make all such payments to the **Named Insured** and to the Loss Payee, and the Company will not make any payment solely to the **Named Insured** unless the Company receives a request in writing from the Loss Payee to make such payment solely to the **Insured**.

3. The **Company's** liability under the Insuring Agreement(s) indicated above as extended by this endorsement are not cumulative.

4. No rights or benefits are bestowed on the Loss Payee other than payment of the loss as set forth herein.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106215725

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

   2. The Company may cancel:
      a. this **Crime Policy** in its entirety;
      b. an Insuring Agreement; or
      c. coverage for any **Insured**;

      CANCELLATION OF POLICIES IN EFFECT 60 DAYS OR LESS

      The Company may cancel this **Crime Policy** for failure to pay a premium when due by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation if the Company cancels for nonpayment of premium, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation.

      CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

      If this policy has been in effect for more than 60 days, or if this **Crime Policy** is a renewal or continuation of a policy, the Company may cancel for nonpayment of premium by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation; or **60** days (number of days must equal or exceed sixty (60) days) before the effective date of cancellation if the Company cancels for any reason scheduled below.

      The Company may cancel for any of the following reasons:

      a. nonpayment of premium,
      b. conviction arising out of acts increasing the hazard,
      c. fraud or misrepresentation in obtaining the policy or in making a claim under the policy,
      d. act or omission or violation of policy condition that substantially and materially increases hazard insured against after the policy inception,
      e. material change in the nature and extent of the risk beyond that originally contemplated,
      f. determination by the Superintendent that continuation of the present premium volume would jeopardize the Company's solvency or be hazardous to the stockholders, creditors, or public,
      g. determination by the Superintendent that continuation of the policy would violate the law,
      h. cancellation is permitted, in professional liability coverages, if the **Insured's** license to practice his or her profession is revoked or suspended, or if the **Insured** is a hospital, it no longer possesses a valid operating license.

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The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company, as well as to the authorized agent or broker. The Company will include the reason for cancellation in this notice. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company decides not to renew this policy the Company will send notice as provided below.

a. CONDITIONAL RENEWAL

If the Company conditionally renews this policy subject to a(an):

(1) change of limits;

(2) change in type of coverage;

(3) reduction of coverage;

(4) increased deductible;

(5) addition of exclusion; or

(6) increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; or

b. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

(1) If the Company decides not to renew this policy or to conditionally renew this policy the Company will mail or deliver written notice to the **First Named Insured** at least **60** days (number of days must equal or exceed 60 days but not more than 120 days) before the expiration date set forth in ITEM 2 of the Declarations. Notice will be mailed or delivered to the **First Named Insured** at the address shown in the policy and to the authorized agent or broker. It will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes. If the Company violates any of the provisions of paragraphs above by sending the **First Named Insured** an incomplete or late conditional renewal notice or a late non-renewal notice:

a. coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered unless the **Insured**, during this 60 day period, has replaced the coverage or elects to cancel.

b. on or after the Expiration Date set forth in ITEM 2 of the Declarations, such coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the **Insured**, during this additional policy period, has replaced the coverage or elects to cancel.

The Company will not send the **Insured** notice of nonrenewal or conditional renewal if the **Insured** , the **Insured's** authorized agent or broker or another insurer of the **Insured's** mails or delivers notice that the policy has been replaced or is no longer desired. Any notice of cancellation will state the effective date of cancellation and the policy period will end on that date.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK INSURANCE REGULATION 209 ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following is added to section **V. CONDITIONS**, **D. CANCELLATION OR TERMINATION**, 4.:

However, termination of coverage as to any **Employee** of an **Insured** located in New York as set forth above will not apply to any such **Employee** if: (a) the dishonest act was committed by that **Employee** prior to becoming employed by the **Insured**, (b) the dishonest act resulted in a conviction of that **Employee**; and (c) the **Insured** made a determination to hire or retain the **Employee** utilizing the factors set out in Correction Law Article 23-A.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106215725**

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TOKIOMARINE HCC

NetGuard® Plus Cyber Liability Insurance

RENEWAL APPLICATION

THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. THIS APPLICATION IS NOT A BINDER.

This application for NetGuard® Plus Cyber Liability Insurance is intended to be used for the preliminary evaluation of a submission. When completed in its entirety, this application will enable the Underwriter to decide whether or not to authorize the binding of insurance. Please type or print clearly and answer all questions. If space is insufficient to answer any question fully, attach a separate sheet. Complete all required supplemental forms/applications. "You" and "Your", as used in this application, means the Applicant.

Please refer to the attached Cyber Glossary for an explanation of the cyber security terms that appear in bold face type.

1. GENERAL INFORMATION

Name of Primary Applicant: County of Warren

Business Address: 1340 State Route 9 Lake George NY 12845 Phone: (518) 824-8717

2. ADDITIONAL ENTITIES / MATERIAL CHANGES

Names of all additional entities seeking coverage under the policy. Include each entity's description of operations and relationship to the Applicant including any percentage of ownership.

Has the Applicant acquired any subsidiaries, affiliated companies or entities in the past 12 months? ☐ Yes ☒ No

Has the name of the Applicant changed, or has any merger or consolidation taken place, in the past 12 months? ☐ Yes ☒ No
If "Yes", provide details on a separate page.

3. WEBSITES / DOMAINS

List all websites/domains owned/operated by all entities seeking coverage:
WarrenCountyNY.gov

4. CONFIRMATION OF ENTITIES

This Application is reflective of the total exposure for all entities seeking coverage, both previously existing and any acquired in the past 12 months, including revenues, records, controls, vendors and loss history. ☒ Yes ☐ No

5. TOTAL GROSS REVENUES

a.	Current Full Fiscal Year: 2025	$ 231,380,262.00
b.	Last Completed Fiscal Year: 2024	$ 297,958,152.00

6. RECORDS

a. Do you collect, store, host, process, control, use or share any private or sensitive information, including employee information, in either paper or electronic form? ☒ Yes ☐ No
If "Yes", provide the approximate number of unique records in each category:

Basic (name, email, address):	1 - 499,999
Personally Identifiable Information (PII):	1 - 499,999
Protected Health Information (PHI):	1 - 499,999
Payment Card Information:	1 - 499,999
Total unique records:	1 - 499,999

b. If "Yes" to question 6.a. above, do you encrypt all sensitive and confidential information stored on your organization's systems and networks? ☒ Yes ☐ No
If "No", are the following compensating controls in place:
(1) Segregation of servers that store sensitive and confidential information? ☐ Yes ☐ No
(2) Access control with role-based assignments? ☐ Yes ☐ No

c. Have you ever, do you currently, or will you ever collect, store, host, process, control, use or share any biometric information or data, such as fingerprints, voiceprints, facial, hand, iris or retinal scans, DNA, or any other biological, physical or behavioral characteristics that can be used to uniquely identify a person? ☒ Yes ☐ No
If "Yes", have you reviewed your policies relating to the collection, storage and destruction of such information or data with a qualified attorney and confirmed compliance with applicable federal, state, local and foreign laws? ☒ Yes ☐ No

d. Do you process, store or handle credit card transactions? ☒ Yes ☐ No
If "Yes", are you PCI-DSS Compliant? ☐ Yes ☒ No

7. INTERNAL SECURITY CONTROLS

a. Do you allow remote access to your network? ☒ Yes ☐ No

If "Yes", do you require **Multi-Factor Authentication (MFA)** to secure all remote access to your network, by employees and third parties, including **VPNs (Virtual Private Network)**, **RDP (Remote Desktop Protocol)**, **RDWeb** or any **RMM (Remote Management and Monitoring)** applications? ☒ Yes ☐ No

If **MFA** is used, complete the following:

(1) Select your **MFA** provider: Duo

If "Other", provide the name of your **MFA** provider: _____

(2) Select your **MFA** type: Push-based authentication

If "Other", describe your **MFA** type: _____

b. Do you use a **next-generation antivirus (NGAV)** product to protect all endpoints across your enterprise? ☒ Yes ☐ No

If "Yes", select your **NGAV** provider: CrowdStrike Falcon Prevent

If "Other", provide the name of your **NGAV** provider: _____

c. Do you use an **endpoint detection and response (EDR)** tool that includes centralized monitoring and logging of all endpoint activity across your enterprise? ☒ Yes ☐ No

If "Yes", complete the following:

(1) Select your **EDR** provider: CrowdStrike Defense Platform

If "Other", provide the name of your **EDR** provider: _____

(2) Is **EDR** deployed on 100% of endpoints? ☒ Yes ☐ No

If "No", please use the Additional Comments section to outline which assets do not have **EDR**, and whether any mitigating safeguards are in place for such assets.

d. Do you require **MFA** to protect all local and remote access to privileged user accounts? ☒ Yes ☐ No

If "Yes", select your **MFA** type: Push-based authentication

If "Other", describe your **MFA** type: _____

e. Can your users access email through a web application or a non-corporate device? ☒ Yes ☐ No

If "Yes", do you enforce **MFA**? ☒ Yes ☐ No

f. Do you enforce Account Lockout policies for all users? ☒ Yes ☐ No

If "Yes", provide the lockout threshold setting: 3 strikes

8. BACKUP AND RECOVERY POLICIES

Do you use a data backup solution? ☒ Yes ☐ No

If "Yes":

a. Which best describes your data backup solution? **Backups are kept locally but separate from your network (offline/air-gapped backup solution).**

If "Other", describe your data backup solution: _____

b. Check all that apply:

☒ Your backups are encrypted, **immutable** or kept separate from your network **(offline/air-gapped)**.

☒ You utilize **MFA** for both internal and external access to your backups.

c. How frequently are backups run? Daily

d. Estimated amount of time it will take to restore essential functions using backups in the event of a widespread malware or ransomware attack within your network? 0-24 hours

9. PHISHING CONTROLS

a. Do you require all employees at your company to complete social engineering training that includes phishing simulations? ☒ Yes ☐ No

b. Does your organization send and/or receive wire transfers? ☒ Yes ☐ No

If "Yes", does your wire transfer authorization process include the following:

(1) A wire request documentation form, a protocol for obtaining proper written authorization for wire transfers, and a separation of authority protocol? ☒ Yes ☐ No

(2) A protocol for confirming all payment or funds transfer instructions/requests from a new vendor, client or customer via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the payment or funds transfer instruction/request was received? ☒ Yes ☐ No

(3) A protocol for confirming any vendor, client or customer account information change requests (including requests to change bank account numbers, contact information or mailing addresses) via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the change request was received? ☒ Yes ☐ No

10. VENDORS

List your top three (3) most critical vendors and their services and websites/domains.

Name	Services	Websites/Domains
Constellation Energy Services of NY	Electrical Service	https://www.constellation.com
Direct Energy	Natural Gas	https://www.directenergy.com
Spectrum Business	Telephone and Internet	https://www,spectrumbusiness.net

11. LOSS HISTORY

If the answer to any question in 11.a. through 11.c. below is "Yes", please provide details for each claim, allegation or incident.

a. In the past 12 months, has the Applicant or any other person or organization proposed for this insurance:

(1) Received any complaints or written demands or been a subject in litigation involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the Applicant's network? APPENDED — ☒ Yes ☐ No

(2) Been the subject of any government action, investigation or other proceedings regarding any alleged violation of privacy law or regulation? — ☐ Yes ☒ No

(3) Notified customers, clients or any third party of any security breach or privacy breach? — ☐ Yes ☒ No

(4) Received any cyber extortion demand or threat? — ☐ Yes ☒ No

(5) Sustained any unscheduled network outage or interruption for any reason, lasting longer than 4 hours? — ☐ Yes ☒ No

(6) Sustained any property damage or business interruption losses as a result of a cyber-attack? — ☐ Yes ☒ No

(7) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud? — ☐ Yes ☒ No

b. In the past 12 months, has any IT service provider that the Applicant relies on sustained an unscheduled network outage or interruption lasting longer than 4 hours? — ☐ Yes ☒ No

If "Yes", did the Applicant experience an interruption in business due to such outage or interruption? — ☐ Yes ☐ No

c. Has the Applicant notified Tokio Marine HCC of all incidents or losses occurring, or claims, suits or demands received, in the past 12 months? — ☐ Yes ☐ No

If "No", please forward complete details to Tokio Marine HCC immediately. — ☒ None to Report

12. IT DEPARTMENT

This section must be completed by the individual within the Applicant's organization who is responsible for network security. As used in this section only, "you" refers only to such individual.

a. Within the Applicant's organization, who is responsible for network security?

Name: Michael Colvin — Phone: 5187616407

Title: IT Director — Email: colvinm@warrencountyny.gov

b. The Applicant's network security is: ☐ Outsourced; provide the name of your network security provider: _____

☒ Managed internally/in-house

c. If the Applicant's network security is outsourced, are you the main contact for the network security provider named in question **b.** above? ☐ Yes ☐ No

If "No", provide the name and email address for the main contact: _____

ADDITIONAL COMMENTS

ADDITIONAL COMMENTS (*Use this space to explain any "No" answers in the above sections and/or to list other relevant IT security measures you are utilizing that are not listed above.*)

We follow the least privilege model. All access is denied and turned on granularly as needed.

NOTICE TO APPLICANT

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

The Applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by claim expenses and, in such event, the Insurer shall not be liable for claim expenses or any judgment or settlement that exceed the limit of liability.

I HEREBY DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact, and that I agree that this application shall be the basis of the contract with the Underwriters.

CERTIFICATION, CONSENT AND SIGNATURE

The Applicant has read the foregoing and understands that completion of this application does not bind the Underwriter or the Broker to provide coverage. It is agreed, however, that this application is complete and correct to the best of the Applicant's knowledge and belief, and that all particulars which may have a bearing upon acceptability as a NetGuard® Plus Cyber Liability Insurance risk have been revealed.

By signing below, the Applicant consents to the Insurer conducting non-intrusive scans of the Applicant's internet-facing systems / applications for common vulnerabilities.

It is understood that this application shall form the basis of the contract should the Underwriter approve coverage, and should the Applicant be satisfied with the Underwriter's quotation. It is further agreed that, if in the time between submission of this application and the requested date for coverage to be effective, the Applicant becomes aware of any information which would change the answers furnished in response to any question of this application, such information shall be revealed immediately in writing to the Underwriter.

This application shall be deemed attached to and form a part of the Policy should coverage be bound.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Kevin Geraghty	Chairman Board of Supervisors
Signature of Applicant	Date Signed by Applicant
K. B. G	10/02/2025

Marilyn R Rivers, CPCU ARM AIC
Risk Manager
(518) 824-8717
riversm@warrencountyny.gov

TOKIOMARINE HCC

NetGuard® Plus Cyber Glossary

The following Cyber Glossary is provided to assist you in completing your application correctly and completely.

Endpoint Detection and Response (EDR), also known as endpoint *threat* detection and response, centrally collects and analyzes comprehensive endpoint data across your entire organization to provide a full picture of potential threats.

> **Common Providers:** Carbon Black Cloud; Crowdstrike Falcon Insight; SentinelOne; Windows Defender Endpoint

Immutable backups are backup files that are fixed, unchangeable, and can be deployed to production servers immediately in case of ransomware attacks or other data loss.

Multi-Factor Authentication (MFA) is an electronic authentication method in which a computer user is granted access to a website or application only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge (e.g., password), possession (e.g., phone or key), and inherence (e.g., FaceID or hand print). MFA for remote email access can be enabled through most email providers.

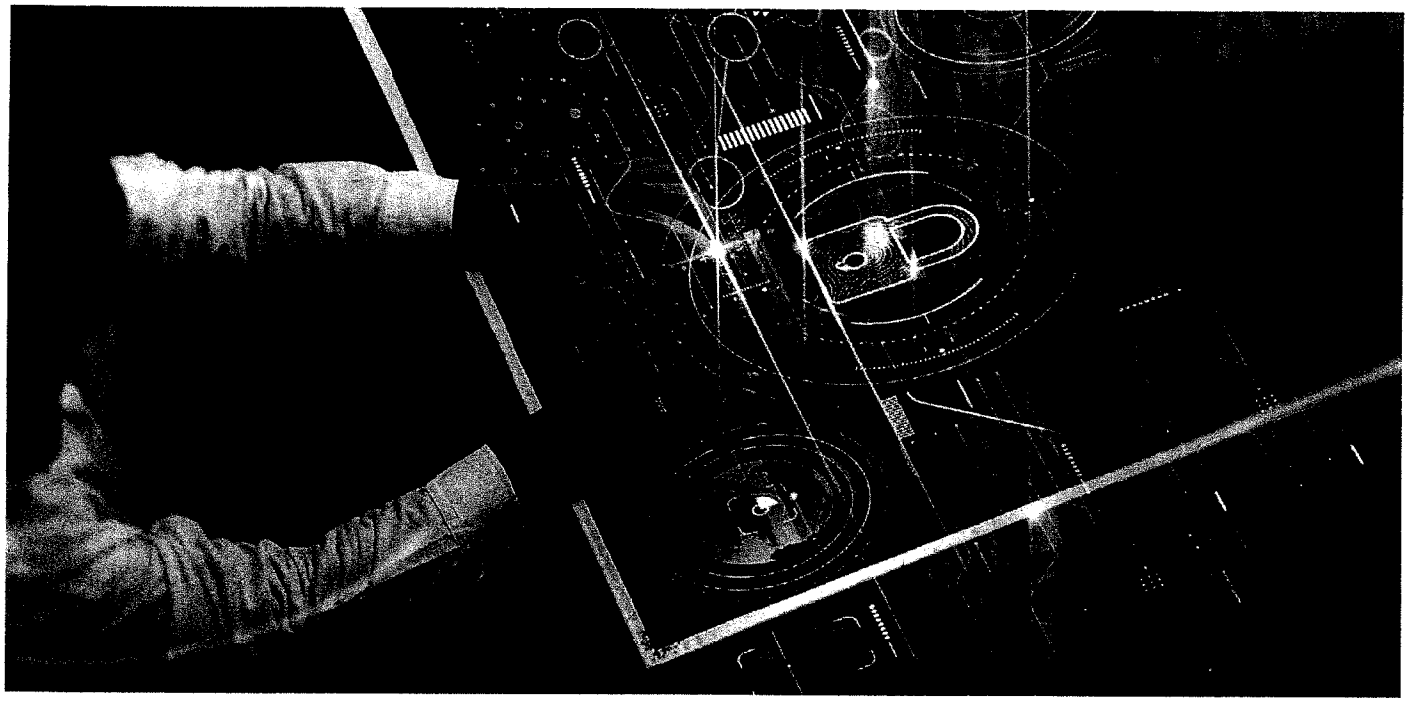
> **Common MFA providers for remote network access:** Okta; Duo; LastPass; OneLogin; and Auth0.

Next-Generation Anti-Virus (NGAV) is software that uses predictive analytics driven by machine learning and artificial intelligence and combines with threat intelligence to detect and prevent malware and fileless non-malware attacks, identify malicious behavior, and respond to new and emerging threats that previously went undetected. For purposes of completing this application, NGAV refers to anti-virus protection that focuses on detecting and preventing malware on each individual endpoint. If your organization has a NGAV solution and you are centrally monitoring and analyzing all endpoint activity, please indicate that you have NGAV & EDR on the application.

> **Common Providers:** BitDefender™; Carbon Black; CrowdStrike Falcon Prevent; SentinelOne; Sophos; Symantec

Offline/Air-gapped backup solution refers to a backup and recovery solution in which one copy of your organization's data is offline (i.e., disconnected) and cannot be accessed. If a file or system of files has no connection to the internet or a LAN, it can't be remotely hacked or corrupted.

Personally Identifiable Information (PII) is information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in Privacy Regulations.



Protected Health Information (PHI) is any health information that can identify an individual. PHI includes demographic identifiers, in medical records, like names, phone numbers, emails, and biometric information like fingerprints, voiceprints, genetic information, and facial images.

Remote Desktop Protocol (RDP) is a proprietary protocol developed by Microsoft which provides a user with a graphical interface to connect to another computer over a network connection. The Microsoft RDP provides remote display and input capabilities over network connections for Windows-based applications running on a server.

Remote Desktop Web (RDWeb), also known as Microsoft Remote Desktop Web Access, is a service that provides remote access to corporate resources through a web portal. Resources may include remote desktop access and other applications published on the portal.

Remote Monitoring and Management (RMM) tools allow IT providers to remotely manage and monitor network environments. RMM tools may include remote access, patch management, and reporting functionalities.

Common Providers: ConnectWise and ManageEngine

Virtual Private Network (VPN) encrypts connections between a remote device and an internal network. VPNs are utilized to allow systems from outside the network to connect to internal resources.

Common Providers: Fortnet, Cisco, and Palo Alto VPN Appliances

APPENDIX

Please provide details for each claim, allegation or incident: Community member's use of County FOIL internet based programming. Claimant is a conspiracy theorist who did not respond to multiple communication requests to discuss concerns thus negating claim for violation of privacy when using the internet programming for FOIL. Denial issued to claimant for failing to respond to legal inquiries.

Additional comments

Records: Is the Applicant compliant with the most recent Payment Card Industry – Data Security Standards (PCI-DSS)?
response: "No"

Comments

- *Marilyn Rivers*: "The County is presently working on crafting a County-wide policy utilizing PCI-DSS standards."

TOKIO MARINE HCC

Cyber & Professional Lines Group
16501 Ventura Blvd. Suite 200, Encino, CA 91436
main (818) 382-2030

TechGuard® Cyber Liability Insurance Declaration of No Known Claims or Circumstances

*This Declaration is intended to be used for the preliminary evaluation of a submission; **this is not a binder**. The representations made in this Declaration will enable the Insurer to decide whether or not to authorize the binding of insurance.*

1. GENERAL INFORMATION

Name of Applicant:	County of Warren, New York		
Street Address:	1340 State Route 9		
City, State and Zip Code:	Lake George, NY 12845		
Phone:	518.824.8717	Email	riversm@warrencountyny.gov
Policy Number:	H25NGP249318-00	Policy Period:	01/01/25-12/31/25

2. DECLARATION OF NO KNOWN CLAIMS OR CIRCUMSTANCES

As a condition of the Insurer's agreement to authorize the binding of insurance, the undersigned declares that, as of the date signed below, and after diligent inquiry and investigation:

a. no claims, suits or complaints involving or alleging:

(1) privacy injury, identity theft, denial of service attacks, computer virus infections, theft or unauthorized disclosure of private information, or damage to third party networks; or

(2) acts, errors or omissions arising out of the performance of, or failure to perform, technology services

have been made against the Applicant or any other person or entity proposed for this insurance; and

b. neither I, nor any other person or entity proposed for this insurance, have knowledge of any fact, situation, incident, circumstance, act, error or omission which may result in a claim involving or alleging:

(1) privacy injury, identity theft, denial of service attacks, computer virus infections, theft or unauthorized disclosure of private information, or damage to third party networks; or

(2) acts, errors or omissions arising out of the performance of, or failure to perform, technology services.

☒ **Check this box if both statements in a. and b. above are true.**

NOTICE TO APPLICANT

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

CERTIFICATION, CONSENT AND SIGNATURE

I HEREBY DECLARE that, after inquiry, the above statements are true, and I have not suppressed any material fact.

The Applicant has read the foregoing and understands that completion of this Declaration does not bind the Insurer to provide coverage; that the matters warranted herein are material to the Insurer's acceptance of the risk and decision to bind coverage; and that the Applicant must immediately advise the Insurer of any claims, circumstances or changes to the Application that become known to the Applicant or any other person or entity proposed for this insurance between the date of this Declaration and the effective date of any policy issued by the Insurer.

By signing below, the Applicant consents to the Insurer conducting non-intrusive scans of the Applicant's internet facing systems / applications for common vulnerabilities.

This Declaration shall be deemed to be attached to and form a part of the Application and the policy, should a policy be issued.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Kevin Geraghty	Chairman, Board of Supervisorss
Signature of Applicant: K. B. Geraghty	Date Signed by Applicant: 10/21/25

California Fraud Warning

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

TRAVELERS

Travelers Property Casualty Company of America **Multi-Factor Authentication Supplement**

Claims-Made: The information requested in this Application is for a Claims-Made policy. If issued, the policy will apply only to claims first made during the policy period, or any applicable extended reporting period.

Defense Within Limits: The limits of liability will be reduced, and may be completely exhausted, by amounts paid as defense costs, and any retention will be applied against defense costs. The Insurer will not be liable for the amount of any judgment, settlement, or defense costs incurred after exhaustion of the limit of liability.

GENERAL INFORMATION

Name of Applicant:
County of Warren

Street Address:
1340 State Route 9

City:	State:	Zip:
Lake George	NY	12845

Applicant Website(s):
warrencountyny.gov

Multi-Factor Authentication

Multi-factor authentication refers to the use of two or more means of identification and access control—sometimes referred to as "something you know, something you have, or something you are." A username and password, for example, is something you know. Requiring a code sent via text message (SMS) establishes "something you have," i.e., a mobile phone belonging to you. Biometric authentication, through a fingerprint or retina scan, establishes "something you are." Multi-factor authentication is successfully enabled when at least two of these categories of identification are required in order to successfully verify a user's identity when accessing systems.

Multi-Factor Authentication for Remote Network Access

Requiring multi-factor authentication for remote network access is an important security control that can help reduce the potential for a network compromise caused by lost or stolen passwords. Without this control an intruder can gain access to an insured's network in a similar manner to an authorized user.

Multi-Factor Authentication for Administrative Access

Requiring multi-factor authentication for both remote and internal access to administrative accounts helps to prevent intruders that have compromised an internal system from elevating privileges and obtaining broader access to a compromised network. The existence of this control can prevent an intruder from gaining the level of access necessary to successfully deploy ransomware across the network.

Multi-Factor Authentication for Remote Access to Email

Requiring multi-factor authentication for remote access to email can help reduce the potential for a compromise to corporate email accounts caused by lost or stolen passwords. Without this control an intruder can easily gain access to a user's corporate email account. Threat actors often use this access to perpetrate various cyber crime schemes against the impacted organization and its clients and customers.

MULTI-FACTOR AUTHENTICATION

For any "No" answers, provide an explanation in the Additional Information section provided at the end of this Application.

1. Multi-Factor authentication is required for all employees when accessing email through a website or cloud based service. ☒ Yes ☐ No ☐ Email is not web based

2. Multi-Factor authentication is required for all remote access to the network provided to employees, contractors, and 3rd party service providers. ☒ Yes ☐ No

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3. In addition to remote access, multi-factor authentication is required for the following, including such access provided to 3rd party service providers:

   a. All internal & remote admin access to directory services (active directory, LDAP, etc.). ☒ Yes ☐ No

   b. All internal & remote admin access to network backup environments. ☒ Yes ☐ No

   c. All internal & remote admin access to network infrastructure (firewalls, routers, switches, etc.). ☒ Yes ☐ No

   d. All internal & remote admin access to the organization's endpoints/servers. ☒ Yes ☐ No

4. The signer of this form has done so with the assistance of the person in charge of IT security. ☒ Yes ☐ No

NOTICE REGARDING COMPENSATION

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company to defraud or attempt to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant to defraud or attempt to defraud the policyholder or claimant regarding a settlement or award payable from insurance proceeds will be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company to defraud the company. Penalties include imprisonment, fines, and denial of insurance benefits.

OREGON: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PUERTO RICO: Any person who knowingly and intending to defraud presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, will incur a felony and, upon conviction, will be sanctioned for each violation with the penalty of a fine of not less than $5,000 and not over $10,000, or a fixed term of imprisonment for three years, or both penalties. Should aggravating circumstances be present, the penalty established may be increased to a maximum of five years; if extenuating circumstances are present, it may be reduced to a minimum of two years.

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SIGNATURES

The undersigned Executive Officer represents that to the best of his or her knowledge and belief, and after reasonable inquiry, the statements provided in response to this Application are true and complete, and, except in North Carolina may be relied upon by Travelers as the basis for providing insurance. The Applicant will notify Travelers of any material changes to the information provided.

☐ Electronic Signature and Acceptance – Executive Officer

*If electronically submitting this document, electronically sign this form by checking the Electronic Signature and Acceptance box above. By doing so, the Applicant agrees that use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes acceptance and agreement as if signed in writing and has the same force and effect as a signature affixed by hand.

**Executive Officer is defined as the applicant's chief executive officer, chief financial officer, chief information security officer, risk manager, in-house general counsel, or the functional equivalent.*

Executive Officer Signature:	Executive Officer Name and Title:	Date *(month/dd/yyyy)*:
X [signature]	Kevin Geraghty, Chairman Board of Supervisors	10/02/2025
Producer Name (required in FL & IA):	State Producer License No (required in FL):	Date *(month/dd/yyyy)*:
X Sulim Bartok		
Agency:	Agency contact and email address:	Agency Phone Number:
Gallagher	Colin David Colin_David@ajg.com	914.967.6012

ADDITIONAL INFORMATION

Marilyn L Myers, CPCU ARM AIC
Risk Manager
(518) 824-8717
Myersm@ warrencountyny.gov

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Warren County Board of Supervisors

RESOLUTION NO. 144 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS STROUGH, CONOVER, FRASIER, GERACI, THOMAS, DRISCOLL AND WILD

ADOPTING AMENDED WARREN COUNTY COMPUTER USAGE POLICY

WHEREAS, the Warren County Board of Supervisors adopted the Warren County Computer Usage Policy by Resolution No. 267 of 2001 (as amended by Resolution Nos. 699 of 2006 and 410 of 2014), and

WHEREAS, the Legislative, Rules & Governmental Operations Committee has reviewed suggested updates to the Warren County Computer Usage Policy and recommends that the same be advanced to the Board of Supervisors for consideration, now, therefore, be it

RESOLVED, that the Warren County Computer Usage Policy annexed hereto, be, and the same hereby is, adopted as the official Policy for Warren County, and be it further

RESOLVED, that any and all prior Warren County Computer Usage Policy or Resolutions are hereby repealed, effective March 17, 2023.

WARREN COUNTY COMPUTER USAGE POLICY

I. PURPOSE

All computers, servers, cellular phones, storage devices, software, Internet connections, computer applications, voice mail systems, e-mail systems, and any other device used to connect to the County's computer network (collectively referred to as the "computer network") which are supplied by Warren County for use by County employees and agents and are owned and/or licensed by the County of Warren and made available to employees and agents at the sole and unilateral discretion and pleasure of the County of Warren. The County of Warren provides the computer network and access to the computer network for use by employees and agents solely for conducting and engaging in official County business activities only. No County employee or agent possesses any current or future rights in any data, information, programs or files created, modified, and/or stored on the computer network and all such data, information, programs, and files are and remain the sole legal property of the County of Warren.

As established by Board of Supervisors Resolution 409 of 2014, the County's computer network system and voice mail systems are intended for the business use of Warren County personnel and agents. Any use of the computer network by any other persons, unless specifically and expressly permitted by Warren County is unauthorized. All records (including email and voice mail and other messages) generated or stored on the computer network are County-owned records. The County reserves the right to access and disclose, at any time and for any purpose, all records sent over or stored in its computer and/or systems. The use of the County computer network constitutes that person's consent to the County's right to access and disclose data from the computer network.

While our direct connection to the internet offers a cornucopia of potential benefits in performing our day-to-day work activities, it also opens the door to significant risks to our data and systems if we do not follow appropriate security measures and discipline while interacting with our computer systems. As presented in greater detail below, security may require that computers with sensitive data or applications, shall not connect to the internet, have restricted access to the internet, or that certain officers and employees must be prevented from using certain Internet features like file transfers. The overriding principle is that computer security is everyone's first concern. An officer or employee may be held accountable for any breaches of the security measures set forth by this policy, or for violating confidentiality requirements through the unauthorized release of County-owned computer information and data.

Certain terms used this policy should be understood in their customary usage and be read to include the broadest possible meaning and to include their related concepts:

- "Computer network" means All computers, servers, cellular phones, storage devices, software, Internet connections, computer applications, voice mail systems, e-mail systems, and any other device used to connect to the County's computer network
- "Document" covers just about any kind of file that can be read on a computer screen as if it were a printed page and includes any electronically stored data, including HTML files read on an Internet browser, any file meant to be accessed by a word processing or desk-

top publishing program or its viewer, or the files prepared for the Adobe Acrobat reader and other electronic publishing tools.

- "Data" means any information, knowledge, facts, concepts or instructions which is processed on a computer network and includes data in any form, whether readable by a computer or a human and wherever stored on the County's computer network.
- "Graphics" includes photographs, pictures, animations, movies, or drawings.
- "Display" includes monitors, flat-panel active or passive matrix displays, monochrome LCDs, projectors, televisions and virtual-reality tools.

The County will provide Internet access to those employees who demonstrate a legitimate business need. County employees and agents granted computer access, email access and/or Internet access as part of their employment shall be provided with a copy of this policy and shall acknowledge receipt of this policy and the requirement to know the contents of the policy while employed by the County.

II. INTERNET POLICY PROVISIONS

A) Management and Administration

1. The County has software and systems in place that monitor and record all Internet usage. We want you to be aware that our security systems have the potential to record (for each and every user) each World Wide Web site visit, social media usage, email messages, and each file transfer into and out of our internal networks. The County reserves the right to record all such activity which occurs upon the County computer systems and the right to review such activity and data at any time, as provided for by this policy. No employee possesses, or should possess any expectation of privacy as to his or her computer network activity and usage while using the County's computer network. Periodic review of computer network activity will analyze usage patterns by employees to ensure that the County computer network is used by employees to maintaining the highest levels of productivity, and security.

2. The County reserves the right to inspect any and all files downloaded from any source, to include the Internet, which are stored on the County's computer network in order to assure compliance with this policy.

3. Since a wide variety of materials may be deemed offensive by co-workers, vendors, suppliers or members of the general public, it is a violation of County policy to store, view, print or redistribute any document or graphic file that is not directly related to the user's job or the County's business activities

4. The receipt, storage, or display of any visual depiction of nudity[1] on the County's computer network is strictly prohibited, unless required for the performance of the employee's official duty (i.e. law enforcement officers assigned to the Sheriff's Office). In addition, no visual depiction of nudity, to include pornography or sexually explicit conduct shall be archived, stored, distributed, edited or recorded using the County's computer network, unless required for the performance of the employee's official duty.

[1] As the term is defined by Penal Law section 235.20(2) to mean the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering, or the showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the nipple, or the depiction of covered male genitals in a discernably turgid state.

5. The County actively uses software to identify Internet sites which host or maintain inappropriate and/or sexually explicit visual depictions. The County may block access from within our computer network to all such sites identified by the County. The failure of the County to identify and block access to an Internet site which contains inappropriate and/or sexually explicit material does not permit or condone an employee from accessing such sites while using the County's computer network. If an employee accidentally connects to a website that contains inappropriate and/or sexually explicit material, you must disconnect immediately from that website.

6. This County's computer network shall not be used to violate the laws and regulations of the United States, or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction. Use of the County's computer network for any illegal activity is grounds for disciplinary action, to include possible termination. The County shall cooperate with and comply with all reasonable requests from law enforcement agencies relating to an investigation and/or lawfully-issued subpoena.

7. Employees using the County's computer network shall be aware of laws involving copyright protections, trademarks, libel, and public speech control laws of all agencies in which this County maintains a business presence to avoid County liability from an inadvertent violation of such laws.

8. Employees may download software for direct business use, only after Department Head approval and approval by the Director of Information Technology. The employee and Department Head shall arrange to have such software properly licensed and registered to the County. Any software or files downloaded from the Internet to the County's computer network becomes the property of the County. Any such files or software shall be used only in ways that are consistent with their licenses or copyrights, and for official County business.

9. The County's computer network shall be used for county business only. Prohibited downloads and nefarious uses include but are not limited to: knowingly downloading or distributing pirated software or data; deliberately propagating any virus, worm, Trojan Horse, trap-door program code; crypto-mining; circumventing systems intended to protect the privacy or security of any computer network user; and using the County's computer network to disable or overload any computer system or network, to include the County's.

10. No employee or agent shall use the County's computer network to conduct any form of gambling.

11. Employees and agents shall not use the County's computer network to download entertainment software or games.

12. County employees and agents shall identify themselves honestly, accurately and completely (including one's County affiliation and function when requested) when using the County's computer network, to include, setting up accounts on outside computer systems, unless required for the performance of the employee's official duty (i.e. law enforcement officers assigned to the Sheriff's Office).

13. The County owns all data and material created and posted by a County employee and agent to any forum, social media or World Wide Web page in the course of their official duties. The County shall own and possess all legal rights to copyright, trademark, license and control the use and distribution of such data and material.

14. Employees and agents shall not upload any software owned by the County or licensed to the County, without the prior written approval of the employee's Department Head, the written approval of the Department Head responsible for such software, and the Director of

Information Technology.

15. Any on-line presence (i.e. social media page for business purposes) must first be approved by the Department Head, Director of Information Technology, County Administrator and the Oversight Committee for the employee's department. Content posted shall require access and oversight by the Department Head and the Director of Information Technology, or other persons designated by the Director.

16. Employees and agents are reminded that social media is a public forum where it is inappropriate to reveal confidential County information. Employees and agents releasing protected information via social media - whether or not the release was inadvertent - may be subject to disciplinary action, to include termination of employment, as stated by County policies and procedures.

17. Use of the County's computer network to violate County policies or commit criminal acts or non-criminal violations, such as misuse of County resources, sexual harassment, and misappropriation or theft of County property are strictly prohibited by this policy and other related County policies.

18. E-mail is a strategic business tool to facilitate communication between County employees, other State and local municipal employees, County vendors, customers, business, and members of the general public. Warren County's e-mail systems are the exclusive property of the County and are owned by the County or licensed from third-party vendors. E-mail systems and the data created are the sole and exclusive property of the County. and are intended to be used for official County business. All messages sent or received via e-mail are County property. It is against County policy to use e-mail for any unlawful endeavor.

B) Technical

1. User ID's and passwords help maintain individual accountability for Internet resource usage. Any employee who obtains a password or ID for an Internet resource must keep that password confidential. County policy prohibits the sharing of user ID's or passwords obtained for access to Internet sites.

2. Employees and agents should schedule communications-intensive operations such as large file transfers, video downloads, and the like for off-peak times and only after approval from Director of Information Technology.

3. Mass emailing (other than email groups created for business purposes) should not be done from a county email address. If there is a business-related need for mass emails, the Information Technology department should be consulted as to identify an appropriate third-party service.

C) Security

1. The County has installed a variety of firewalls, proxies, Internet address screening programs and other security systems to assure the safety and security of the County's networks. Any employee or agent who attempts to disable, defeat or circumvent any County security facility (for example, by utilizing a personal VPN) will be subject to immediate disciplinary action.

2. No employee or agent shall transfer any sensitive computer network data outside the County's computer network without Department Head approval, and only for official business purposes within the scope of the employee's duties and responsibilities. No elected officer, appointed officer, or Department Head shall transfer any sensitive computer network data outside the County's computer network unless for official business purposes. All transfers of sensitive

County computer network data outside the County's computer network shall be encrypted prior to distribution, whether sent by way of the Internet or upon other physical storage devices.

3. Computers that use their own modems to create independent data connections sidestep our network security mechanisms. An individual computer's private connection to any outside computer can be used by an attacker to compromise any County network to which that computer is attached. That is why any computer used for independent dial-up or leased-line connections to any outside computer or network must be physically isolated from the County's internal networks.

4. Only those Internet services and functions with documented business purposes for this County will be enabled at the Internet firewall.

5. No employee is permitted to connect to the County's computer network from an outside source, such as Webmail or Virtual Private Networks (VPN), unless:

- The connection is authorized by the Department Head and the IT Department; and
- The connection is established using the two-factor authentication ("2FA"); and
- Only County-approved devices shall be used to connect to the VPN (no personally owned devices); and
- Any exceptions to these requirements may be made under exceptional circumstances, and on a case-by-case basis with the pre-approval of the Department Head and IT Department (i.e. County-wide emergency requiring increased access through non-County approved devices.

III. PASSWORD REQUIREMENTS

1. All passwords used by County officers and employees to access County network, data or information systems must be kept secure. As such the following specific criteria must be met for every password:

a. Passwords are not to be written down or stored in an unencrypted form;
b. Temporary passwords must be changed upon first use;
c. Passwords must be a minimum of 8 characters in length; and
d. Passwords must also meet the following requirements;
   i. They do not contain all or part of the user's account name or common word; and
   ii. Passwords must contain characters from each of the following 3 categories:
      1) English uppercase characters (A through Z);
      2) English lowercase characters (a through z); and
      3) Base 10 digits (0 through 9).

2. County officers and employees shall only access the County's computer network by use of their individually-assigned password.

3. No County officer or employee shall share their password to access the computer network with any non-employee or member of the general public.

4. No County officer or employee shall share their password to access the computer network with any County officer or employee, to include their supervisor, department head, or any

member of the IT Department.

5. Under no circumstances shall any County officer or employee request from another officer or employee their password to access the computer network. Specifically, no supervisor, department head, or member of the IT Department shall request from any County officer or employee their password for accessing the computer network.

IV. ACCESS TO COMPUTER NETWORK DATA

A) County employees may access data from the computer network which is necessary for the employee to perform the official business of the County within their assigned duties and responsibilities, as determined by the employee's Department Head or County Administrator. Accessing County data from the computer network, to include emails, for any non-official business purpose, to include accessing County data outside the scope of an employee's assigned duties and responsibilities is strictly prohibited and may result in disciplinary action.

B) The Director of the Information Technology Department, or the designee from within the IT Department, shall be the only County officers or employees authorized to access email archives when authorized by this policy.

C) All requests to access email archives shall be in written form to the Director of IT, or his designee.

D) For official business purposes only, the County Administrator may approve a written request from a County Department Head seeking access to data from the computer network, to include current emails and archived emails, for any employee under their Department's supervision.

E) For official business purposes only, the County Administrator, Director of Human Resources or County Attorney may direct the Director of Information Technology to search, retrieve and provide data from the computer network, to include archived emails, for any County employee, except an elected officer, by name or other unique method of identification (i.e. email address, employee identification number, etc.), and such request shall be in writing and state the business purpose for which the data is required, with the request copied to the non-requesting officers (i.e. County Administrator, Director of Human Resources or County Attorney).

F) The County Administrator and County Attorney may submit a joint request for data from the computer network using the name or other unique method of identification for a specific elected County officer by use of the following procedure:

1. Provide a written request to the Director of Information Technology, with a copy to the elected County officer, for computer network data which states the specific business purpose for which the data is required (i.e. personnel matters, lawsuit discovery disclosures, administrative complaint and investigation, investigation by Board of Ethics, etc.);
2. This procedure for obtaining computer network data for a specific County elected officer shall not apply to IT-assisted searches for data using keywords which are not an elected officer's name or other individual method of identification (i.e. email address, employee identification number, etc.).
3. This procedure for accessing computer network data for a County elected officer shall not apply to requests from the County Record Access Officer seeking to

comply with the requirements of Public Officer Law, Article 6, Freedom of Information Law.

G) For official business purposes only, the Personnel, Administration and Higher Education Committee (Personnel Committee) may upon majority vote approve the request from any County Supervisor to direct the Director of Information Technology to access data from the computer network, to include archived emails, which are generated by the following appointed County officers: County Administrator, Clerk of the Board of Supervisors, County Attorney, County Auditor, County Personnel Officer, County Public Defender and County Purchasing Agent, or generated by any employee of those Departments, upon the following procedure:

1. During an executive session for the Personnel Committee, the County Supervisor presents the reasons and basis for the request and the Committee approves the request by majority vote.
2. The Chair of the Personnel Committee shall submit a written request to the Director of Information Technology for computer network data based upon the name or other unique method of identification for a specified appointed County officer, and/or member of their department, stating the specific business purpose for which the data is required;
3. The Chair of the Personnel Committee shall provide a copy of the written request to the County Administrator, Director Human Resources and County Attorney, except that no notice shall be provided to an appointed County officer if they are the employee whose computer network data is requested.
4. If the computer network data being requested is for the District Attorney, Public Defender or any employees for those departments, then the Director of Information Technology shall provide an initial release of such computer network data to the County Attorney for a confidential legal review to identify and remove attorney-client communications, privileged work product, or confidential information contained in the data, prior to release to the Chair of the Personnel Committee.
5. If the written request seeks computer network data for the County Attorney or any employees for that department, then the Director of Information Technology shall provide an initial release of such computer network data to the County's retained outside legal counsel for labor relations to complete a confidential legal review to identify and remove attorney-client communications, privileged work product, or confidential information contained in the data, prior to release to the Chair of the Personnel Committee.
6. If the computer network data of the Director of Human Resources, or its employees is being requested by the Chair of the Personnel Committee, then the Director of Information Technology shall first release the data to the County Attorney for a confidential review of the data to ensure there is no release of Health Insurance Portability and Accountability Act (hereafter, "HIPAA") protected data, data protected under New York's Personal Privacy Protection Law, or other confidential information and data related to any investigations and/or actions taken under section 75 of the Civil Service Laws, Warren County Workplace Violence Prevention Plan and Program, or the Policy Against Discrimination and Harassment for Warren County, prior to release to the Chair of the Personnel Committee.

H) Unauthorized access to the County's computer network and data by an employee or agent is strictly prohibited and may result in disciplinary action, to include discipline up to and including termination of employment for an employee, and public censure if an elected official.

I) Nothing in this policy restricts or limits access to the County's computer network data and obligation to comply with a lawfully issued Court-ordered search warrant, lawfully issued and served subpoena *duces tecum*, or the request of a Records Access Officer or a FOIL Appeals Officer when responding to a FOIL request or FOIL appeal.

V. VIOLATIONS OF COMPUTER USAGE POLICY

1. Every County officer and employee shall receive a copy of the computer usage policy and complete the attached acknowledgement within thirty (30) days of the effective date for the policy.

2. Prior to any newly elected, appointed or hired County officer or employee receiving access to the County computer network they shall sign the acknowledgement attached to this policy and provide it to Human Resources in care of the IT Department.

3. Violations of the Computer Usage Policy may result in the filing of a criminal complaint against an employee, and disciplinary action against the offending non-elected County officer or employee, which may include: reprimand, fine not exceeding $100 to be deducted from the salary of the employee; suspension without pay for a period not exceeding two months; demotion in grade and title; or dismissal from employment.

4. Violations of the Computer Usage Policy may result in the filing of a criminal complaint against the elected officer, and disciplinary action, which may include any lawful action provided under Public Officers Law, or by rule or resolution of the Board of Supervisors.

[REMAINDER OF PAGE INTENTIONALLY OMITTED]

ACKNOWLEDGEMENT OF WARREN COUNTY COMPUTER USAGE POLICY

I have received and reviewed a complete written copy of Warren County's Computer Usage Policy, effective March 17, 2023, per Board of Supervisors Resolution No. 144 of 2023 (hereafter, "Computer Policy"). I fully understand and acknowledge the terms of this Computer Policy and shall abide by each any every requirement stated by the Computer Policy.

I acknowledge and accept that the County's security software will record data I create, modify, store and transmit on the County's computer network, as well as the Internet address/IP address of any Internet site that I visit and will keep a record of all network activity in which I transmit or receive any kind of data.

I acknowledge and accept that any message or data I send or receive, to include but not limited to emails and text messages on the County's computer network, will be recorded and stored in an archival system and may be access by authorized County officers, employees or agents for use by County management.

I acknowledge and accept that violations of the Computer Policy may result in disciplinary action or even criminal prosecution under State or Federal criminal laws.

I acknowledge and agree that any use of County owned, leased or licensed computer equipment and/or software for Internet access constitutes consent to the County's monitoring, recording and inspection of all data, to include but not limited to downloaded files, e-mails, and text messages, as set forth in this policy.

Failure to sign and return this policy to IT will result in immediate denial of all access to the County computer network.

_____

Signed **Date**

_____

Print Name **Department**

Return original signed form to Human Resources and provide .pdf copy to IT Department.

TRAVELERS

Travelers Casualty and Surety Company of America **CyberRisk Renewal Application**

Claims-Made: The information requested in this Application is for a Claims-Made policy. If issued, the policy will apply only to claims first made during the policy period, or any applicable extended reporting period.

Defense Within Limits: The limit of liability available to pay losses will be reduced and may be completely exhausted by amounts paid as defense costs.

IMPORTANT INSTRUCTIONS

Under this CyberRisk Coverage, affiliates, other than Subsidiaries as defined in this coverage, are not covered unless the Insurer has agreed specifically to schedule such entities by endorsement.

GENERAL INFORMATION

Name of Applicant:
Warren County

Street Address:
1340 State Route 9

City:	State:	Zip:
Lake George	NY	12845

Applicant website:	Expiring Policy Number:	Year Established:	NAICS Code:
https://www.warrencountyny.gov/	107753507	1960	92

Total assets as of most recent fiscal year-end:	Annual revenues as of most recent fiscal year-end:
$ $215,006,794.00	$ $140,629,611.00

Entity type (select all that apply):

☐ Private ☐ Nonprofit ☐ Financial Institution ☐ Publicly Traded ☐ Franchisor or Franchisee ☐ Homeowner or Condo Association

REQUESTED INSURANCE TERMS

1. Does the Applicant desire any changes to the expiring policy limits or retentions? ☒ Yes ☐ No

If Yes, indicate the desired changes in the table below.

Requested Terms:

Insuring Agreement	Limit Requested	Retention Requested
Privacy And Security	$ 3,000,000	$ $100,000.00
Media	$ $3,000,000.00	$ $100,000.00
Regulatory Proceedings	$ $3,000,000.00	$ 100,000.00
Privacy Breach Notification	$ $3,000,000.00	$ $100,000.00
Computer And Legal Experts	$ 3,000,000	$ 100,000.00
Betterment	$ 1,000,000	$ 100,000.00
Cyber Extortion	$ 3,000,000	$ $100,000.00
Data Restoration	$ 3,000,000	$ 100,000
Public Relations	$ 3,000,000	$ 100,000
Computer Fraud	$ $250,000.00	$ $10,000.00
Funds Transfer Fraud	$ $250,000.00	$ $10,000.00
Social Engineering Fraud	$ $250,000.00	$ $10,000.00
Telecom Fraud	$ 250,000	$ 10,000
Business Interruption	$ 3,000,000	$ 10,000
Dependent Business Interruption	$ 1,000,000	$ 10,000
Reputation Harm	$ 250,000	$ 10,000

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2. Solely with respect to increased limits, is the Applicant, any Subsidiary, or any person proposed for this insurance aware of any circumstance that could give rise to a claim against them under this CyberRisk coverage? ☐ Yes ☒ No

3. Requested Terms:
   Aggregate Limit Requested: $ $3,000,000.00

UNDERWRITING INFORMATION

DATA INVENTORY

4. Indicate whether the Applicant, or a third party on the Applicant's behalf, collects, receives, processes, transmits, or maintains the following types of data as part of its business activities:
   a. Credit/Debit Card Data ☒ Yes ☐ No
      If Yes:
      i. Is the Applicant currently compliant with Payment Card Industry Data Security Standards (PCI-DSS)? ☒ Yes ☐ No
      ii. How many credit card transactions are processed or accepted for payment in a typical year? 10,000
      iii. What is the Applicant's reporting level? ☐ 1 ☐ 2 ☐ 3 ☐ 4
      iv. Was the Applicant's last PCI assessment conducted within the past 12 months? ☒ Yes ☐ No
   b. Medical information, other than that of the Applicant's own employees ☒ Yes ☐ No
   c. Non-employee Social Security Numbers ☒ Yes ☐ No
   d. Employee/HR Information ☒ Yes ☐ No

5. What is the approximate number of unique individuals for whom the Applicant, or a third party on the Applicant's behalf, collects, stores, or processes any amount of personal information as outlined in Question 4?
   ☒ fewer than 100,000 ☐ 100,000 – 250,000 ☐ 250,001 – 500,000 ☐ 500,001 – 1,000,000
   ☐ 1,000,001 – 2,500,000 ☐ 2,500,001 – 5,000,000 ☐ > 5,000,000

6. Indicate whether the data indicated in Question 4 is encrypted:
   a. While at rest in the Applicant's databases or on the Applicant's network ☒ Yes ☐ No ☐ N/A
   b. While in transit in electronic form ☐ Yes ☐ No ☒ N/A
   c. While on mobile devices ☐ Yes ☐ No ☒ N/A
   d. While on employee owned devices ☐ Yes ☐ No ☒ N/A
   e. While in the care, custody, and control of a third party service provider ☐ Yes ☐ No ☒ N/A

7. Is the Applicant a Healthcare Provider, Business Associate, or Covered Entity under HIPAA? ☒ Yes ☐ No
   If Yes, is the Applicant HIPAA compliant? ☒ Yes ☐ No

8. Is the Applicant subject to the General Data Protection Regulation (GDPR)? ☐ Yes ☒ No
   If Yes, is the Applicant currently compliant with GDPR? ☐ Yes ☐ No
   If the Applicant is subject to GDPR, and is not currently compliant, attach a description of steps being taking toward compliance.

PRIVACY CONTROLS

9. Indicate whether the Applicant currently has the following in place:
   a. A Chief Privacy Officer or other individual assigned responsibility for monitoring changes in statutes and regulations related to handling and use of sensitive information ☒ Yes ☐ No
   b. A publicly available privacy policy which has been reviewed by an attorney ☒ Yes ☐ No
   c. Sensitive data classification and inventory procedures ☒ Yes ☐ No
   d. Data retention, destruction, and record keeping procedures ☒ Yes ☐ No
   e. Annual privacy and information security training for employees ☒ Yes ☐ No
   f. Restricted access to sensitive data and systems based on job function ☒ Yes ☐ No

NETWORK SECURITY CONTROLS

10. Indicate whether the Applicant currently has the following in place:
    a. A Chief Information Security Officer or other individual assigned responsibility for privacy and security practices ☒ Yes ☐ No
    b. Up-to-date, active firewall technology ☒ Yes ☐ No

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c. Up-to-date, active anti-virus software on all computers, networks, and mobile devices ☒ Yes ☐ No
d. A process in place to regularly download, test, and install patches ☒ Yes ☐ No
If Yes, is this process automated? ☒ Yes ☐ No
If Yes, are critical patches installed within 30 days of release? ☒ Yes ☐ No
e. Intrusion Detection System (IDS) ☒ Yes ☐ No
f. Intrusion Prevention System (IPS) ☒ Yes ☐ No
g. Data Loss Prevention System (DLP) ☒ Yes ☐ No
h. Multi-factor authentication for administrative or privileged access ☒ Yes ☐ No ☐ N/A
i. Multi-factor authentication for remote access to the Applicant's network and other systems and programs that contain private or sensitive data in bulk ☒ Yes ☐ No ☐ N/A
j. Multi-factor authentication for remote access to email ☒ Yes ☐ No ☐ N/A
k. Remote access to the Applicant's network limited to VPN ☒ Yes ☐ No ☐ N/A
l. Backup and recovery procedures in place for all important business and customer data ☒ Yes ☐ No
If Yes, are such procedures automated? ☒ Yes ☐ No
If Yes, are such procedures tested on an annual basis? ☒ Yes ☐ No
m. Annual penetration testing ☒ Yes ☐ No
If Yes, is such testing conducted by a third party service provider? ☒ Yes ☐ No
n. Annual network security assessments ☒ Yes ☐ No
If Yes, are such assessments conducted by a third party service provider? ☒ Yes ☐ No
o. Systematic storage and monitoring of network and security logs ☒ Yes ☐ No
p. Enforced password complexity requirements ☒ Yes ☐ No
q. Procedures in place to terminate user access rights as part of the employee exit process ☒ Yes ☐ No

PAYMENT CARD CONTROLS

Complete only if the Applicant, or a third party on the Applicant's behalf, collects, processes, stores, or accepts payment card information.

11. Indicate whether the Applicant's current payment card environment:
    a. Processes all payment cards using End-to-End or Point-to-Point encryption ☒ Yes ☐ No
    b. Encrypts or tokenizes card data when stored ☒ Yes ☐ No
    c. Processes card present transactions using EMV capable devices ☐ Yes ☐ No ☒ N/A

CONTENT LIABILITY CONTROLS

☐ **Communications And Media Liability Coverage is not requested.**

12. Does the Applicant have a comprehensive written program in place for managing intellectual property rights? ☒ Yes ☐ No
13. Indicate whether the Applicant has formal policies or procedures for:
    a. Avoiding the dissemination of content that infringes upon intellectual property rights ☒ Yes ☐ No
    b. Editing or removing controversial, offensive, or infringing content from material distributed or published by or on behalf of the Applicant ☒ Yes ☐ No
    c. Responding to allegations that content created, displayed, or published by the Applicant is libelous, infringing, or in violation of a third party's privacy rights ☒ Yes ☐ No

BUSINESS CONTINUITY / DISASTER RECOVERY / INCIDENT RESPONSE

14. Indicate whether the Applicant has the following:
    a. A disaster recovery plan, business continuity plan, or equivalent to respond to a computer system disruption ☒ Yes ☐ No
    b. An incident response plan to respond to a network intrusion ☒ Yes ☐ No
15. Are all plans indicated above tested regularly with any critical deficiencies remediated? ☒ Yes ☐ No ☐ N/A
16. Based upon testing results, how long does it take to restore the Applicant's critical business operations following a network or systems interruption?

☐ Unknown ☐ 0 – 12 hours ☒ 12 – 24 hours ☐ More than 24 hours

VENDOR CONTROLS

17. For vendors with access to the Applicant's computer system or confidential information, indicate whether the Applicant has the following in place:

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a. Written policies which specify appropriate vendor information security controls ☒ Yes ☐ No
b. Periodic review of, and updates to, vendor access rights ☒ Yes ☐ No
c. Prompt revocation of vendor access rights when access is no longer needed ☒ Yes ☐ No
d. Logging and monitoring of vendor access to the Applicant's system ☒ Yes ☐ No
e. A requirement that vendors carry their own Professional Liability or Cyber Liability insurance ☒ Yes ☐ No
f. Hold harmless / indemnity clauses that benefit the Applicant in contracts with vendors ☒ Yes ☐ No

18. Indicate which of the following services are outsourced:

Data back up	☒ Yes ☐ No ☐ N/A	Payment processing	☐ Yes ☐ No ☒ N/A
Provider: Wasabi		Provider:	
Data center hosting	☐ Yes ☒ No ☐ N/A	Physical security	☐ Yes ☐ No ☒ N/A
Provider:		Provider:	
IT infrastructure	☐ Yes ☒ No ☐ N/A	Software development	☐ Yes ☒ No ☐ N/A
Provider:		Provider:	
IT security	☒ Yes ☐ No ☐ N/A	Customer marketing	☐ Yes ☒ No ☐ N/A
Provider: Crowdstrike		Provider:	
Web hosting	☒ Yes ☐ No ☐ N/A	Data processing	☐ Yes ☒ No ☐ N/A
Provider: Egov		Provider:	

If Data center hosting or IT infrastructure is answered Yes above:

a. What is the likely impact to the organization if these services become unavailable?
COOP plan initiated. Difficult but not critical.

b. Does the Applicant have an alternative solution in the event of a failure or outage to one of these service providers?
yes.

If Payment processing is answered Yes above, does the Applicant have an alternative means of processing card data in the event of an outsourced provider failure or outage? ☐ Yes ☐ No

Provide details:

REQUIRED ATTACHMENTS

As part of this Application, provide copies of the documents listed below. Such documents are made a part of this Application; the Insurer may elect to obtain requested information from public sources, including the Internet.

- CyberRisk Employed Lawyers Supplement to be completed if Employed Lawyers coverage is sought.

ORGANIZATIONS NOT ELIGIBLE FOR COVERAGE

Coverage will not be considered for companies involved in whole or in part with paramilitary operations, pornography, adult entertainment, escort services, prostitution, or the manufacturing, distribution, or sale of marijuana.

NOTICE REGARDING COMPENSATION

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company to defraud or attempt to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant to defraud or attempt to defraud the policyholder or claimant regarding a settlement or award payable from insurance proceeds will be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company to defraud the company. Penalties include imprisonment, fines, and denial of insurance benefits.

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PUERTO RICO: Any person who knowingly and intending to defraud presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, will incur a felony and, upon conviction, will be sanctioned for each violation with the penalty of a fine of not less than $5,000 and not over $10,000, or a fixed term of imprisonment for three years, or both penalties. Should aggravating circumstances be present, the penalty established may be increased to a maximum of five years; if extenuating circumstances are present, it may be reduced to a minimum of two years.

SIGNATURES

The undersigned Authorized Representative represents that to the best of his or her knowledge and belief, and after reasonable inquiry, the statements provided in response to this Application are true and complete, and, except in NC, may be relied upon by Travelers as the basis for providing insurance. The Applicant will notify Travelers of any material changes to the information provided.

☒ Electronic Signature and Acceptance – Authorized Representative*

*If electronically submitting this document, electronically sign this form by checking the Electronic Signature and Acceptance box above. By doing so, the Applicant agrees that use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes acceptance and agreement as if signed in writing and has the same force and effect as a signature affixed by hand.

Authorized Representative Signature:	Authorized Representative Name, Title, and email address:	Date *(month/dd/yyyy)*:
X	Kevin B. Geraghty, Chairman Property Casualty Risk Manager riversm@warrencountyny.gov	1/21/25
Producer Name (required in FL & IA):	State Producer License No (required in FL):	Date *(month/dd/yyyy)*:
X Sulim Bartok		
Agency:	Agency contact and email address:	Agency Phone Number:
Gallagher	Colin David Colin_David@ajg.com	914.967.6012

ADDITIONAL INFORMATION

The County is working on formally adopting a comprehensive red flag program beginning in January 2025

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APPENDIX

Do the applicant's payment card transactions utilize point-to-point encryption technologies? Yes

Is Employed Lawyers coverage requested? No

TRAVELERS

CyberRisk Coverage Application

Travelers Casualty and Surety Company of America

NOTICE

ALL THIRD PARTY LIABILITY INSURING AGREEMENTS FOR WHICH APPLICATION IS MADE APPLY, SUBJECT TO THEIR TERMS, ONLY TO CLAIMS FIRST MADE OR DEEMED MADE AGAINST INSUREDS DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSSES WILL BE REDUCED BY THE AMOUNTS INCURRED AS DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE IS SPECIFICALLY PROVIDED.

Applicant means all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

I. GENERAL INFORMATION

1. Name of **Applicant**: Warren County

   Mailing Address: 1340 State Route 9 City: Lake George State: NY Zip: 12845

   Website(s): https://www.warrencountyny.gov/

II. ORGANIZATION/FINANCIAL INFORMATION

1. Does the **Applicant** have any subsidiaries or more than 50% ownership in joint ventures? Yes ☐ No ☒
   If Yes, please attach a list of subsidiaries or joint ventures
2. Total number of employees (full and part time including leased, seasonal and temporary): 933

Indicate the following as it relates to the Applicant's fiscal year end (FYE):	Most Recent FYE (Month/Year) (See Budget)	Prior FYE (Month/Year) (See Budget)	Projected FYE (Month/Year) (See Budget)
Total Assets	$	$	$
Total Revenue	$	$	$

III. REQUESTED INSURANCE TERMS/CURRENT INSURANCE INFORMATION

Insuring Agreement	Requested Limit	Requested Retention
Network and Information Security Liability	$ $3,000,000.00	$ $100,000.00
Communications and Media Liability	$ $3,000,000.00	$ $100,000.00
Regulatory Defense Expenses	$ $3,000,000.00	$ $100,000.00
Crisis Management Event Expenses	$ $3,000,000.00	$ $100,000.00
Security Breach Remediation and Notification Expenses	$ $3,000,000.00	$ $100,000.00
Computer Program & Electronic Data Restoration Expenses	$ $3,000,000.00	$ $100,000.00
Computer Fraud	$ $100,000.00	$ $5,000.00
Funds Transfer Fraud	$ $100,000.00	$ $5,000.00
E-Commerce Extortion	$ $100,000.00	$ $5,000.00
Business Interruption and Additional Expenses	$ $3,000,000.00	**Hours:** 12

Proposed effective date: 01/01/2024

Is Cyber coverage currently purchased? Yes ☒ No ☐ If yes, when was coverage first purchased? _____

IV. COMPUTER & NETWORK SECURITY

1. What position is responsible for information security? (e.g.: Chief Security Officer) IT Director
   a. To what position within the organization does this person report? County Administrator
2. With respect to computer systems, does the **Applicant** have (select all that apply):

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☐ Secondary / backup computer system ☒ Business continuity plan ☒ Disaster recovery plan
☐ Incident response plan for network intrusions and virus incidents

If a secondary / backup system is in place, how long before this system is operational? _____

3. Which of the following does the **Applicant** currently have in place (select all that apply):

☒ Up-to-date, active firewall technology ☒ Updated anti-virus software active on all computers and networks
☒ Patch management procedures ☐ Intrusion detection software
☒ Multi-Factor login for privileged access ☒ Valuable / Sensitive Data Backup procedures
☒ Remote access limited to VPN ☐ Procedure to test or audit network security controls

PERSONNEL POLICIES AND PROCEDURES AND VENDOR MANAGEMENT:

4. Is employee training conducted regarding security issues and procedures? Yes ☒ No ☐
5. Is computer access terminated when an employee leaves the company? Yes ☒ No ☐
6. Are procedures in place regarding the creation and periodic updating of passwords? Yes ☒ No ☐
7. Are background checks conducted on prospective employees? Yes ☐ No ☒
8. Are service providers required to demonstrate adequate security policies and procedures? Yes ☐ No ☒
9. Do contracts with service providers include hold harmless and indemnification agreements? Yes ☒ No ☐
10. Does the Applicant currently use a Cloud Service Provider in the course of business operations? Yes ☒ No ☐
    a. Cloud Provider currently under contract: Discover eGov(web site host), Novatime(time and attendance)

V. INFORMATION SECURITY

1. Which of the following types of data does the **Applicant** collect, receive, process, transmit, or maintain as part of its business activities?

☐ Credit/Debit Card Data ☒ Medical Information ☒ Bank Accounts and Records
☒ Social Security Numbers ☒ Employee/HR Information ☐ Intellectual Property of others

2. What is the maximum number of unique individuals for whom you collect, store or process any amount of personal information? 50,000
3. If applicable, is Applicant currently compliant with Payment Card Industry Data Security Standards (PCI-DSS)? Yes ☐ No ☐ N/A ☒
    a. Total number of annual credit card transactions: _____
4. If applicable, is **Applicant** currently HIPAA compliant? Yes ☒ No ☐ N/A ☐
5. Does the **Applicant** encrypt private or sensitive information (*if Yes, select all that apply*): Yes ☒ No ☐

☒ Data at rest ☒ Data in transit ☒ Data on mobile devices (e.g. laptops, PDAs, USB drives, etc.)

VI. WEBSITE AND CONTENT INFORMATION

1. Does the **Applicant** have a written intellectual property clearance procedure for content disseminated via the **Applicant's** website? Yes ☐ No ☒
2. Were any trademarks acquired from others in the past 3 years screened for infringement? Yes ☐ No ☐ N/A ☒
3. Does the applicant have formal policies or procedures to/for:
    a. Avoid the posting of improper or infringing content? Yes ☒ No ☐
    b. Editing or removing controversial, offensive or infringing content from material distributed, or published by or on behalf of the **Applicant**? Yes ☒ No ☐
    c. Obtain parental permission for collecting data regarding children who use website? Yes ☐ No ☐ N/A ☒
    d. Respond to allegations that content created, displayed or published by the **Applicant** is libelous, infringing, or in violation of a third party's privacy rights? Yes ☒ No ☐

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VII. LOSS INFORMATION

1. In the past 3 years has the **Applicant**:
   a. received any claims or complaints with respect to privacy, breach of information or network security unauthorized disclosure of information, or defamation or content infringement? Yes ☐ No ☒
   b. been subject to any government action, investigation or subpoena regarding any alleged violation of a privacy law or regulation? Yes ☐ No ☒
   c. notified consumers or any other third party of a data breach incident involving the **Applicant**? Yes ☐ No ☒
   d. experienced an actual or attempted extortion demand with respect to its computer systems Yes ☐ No ☒
2. Is the **Applicant** or any person proposed for this insurance aware of any fact, circumstance, situation, event or act that reasonably could give rise to a claim against them under the insurance policy for which the **Applicant** is applying? Yes ☐ No ☒

If any question is answered Yes, please attach details of each claim, complaint, allegation or incident, including costs, losses or damages incurred or paid, any corrective procedures to avoid such allegations in the future and any amounts paid as a loss under any insurance policy.

*With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any executive officer of the **Applicant** had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.*

VIII. REQUIRED ATTACHMENTS

1. Most current audited or annual financial statements requested Limit of Liability for Network and Information Security Liability coverage exceeds $3,000,000.

IX. COMPENSATION NOTICE

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

X. FRAUD WARNINGS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
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LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
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imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

XI. SIGNATURE SECTION

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE (PRESIDENT, CEO, OR CHIEF INFORMATION/SECURITY OFFICER ACCEPTABLE TO TRAVELERS) OF THE APPLICANT DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS SET FORTH IN THE ATTACHED TRAVELERS NEW BUSINESS OR RENEWAL APPLICATION FOR INSURANCE ARE TRUE AND COMPLETE AND MAY BE RELIED UPON BY TRAVELERS. IF THE INFORMATION IN ANY APPLICATION CHANGES PRIOR TO THE INCEPTION DATE OF THE POLICY, THE APPLICANT WILL NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION. THE COMPANY IS AUTHORIZED TO MAKE INQUIRY IN CONNECTION WITH THIS APPLICATION.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE AND SHALL BE, IN ALL STATES OTHER THAN NC AND UT, CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, IN ISSUING THE POLICY.

Producer information only required in Florida and Iowa.

Authorized Representative Signature*: (President, CEO, or Chief Information/Security Officer) x	Authorized Representative Name - Printed Michael Colvin	Date *(mm/dd/yyyy)*: 08/29/2023
Producer Signature*: x	State Producer License No (required in FL):	Date *(mm/dd/yyyy)*:
Agency:	Agency Contact:	Agency Phone Number:

* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

☐ Electronic Signature and Acceptance – Authorized Representative
☐ Electronic Signature and Acceptance – Producer

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Certificate of Completion

Summary

Title	Travelers CyberRisk New Business
File name	Travelers CyberRisk New Business.pdf
Status	Completed
Document guid:	w_WtrLpPNFpwjMNH3CzS6AQaBYDg3qN6

Document History

2023-08-29 12:38:19 PM EDT	Signed by Mike Colvin (colvinm@warrencountyny.gov) IP 208.105.128.132

TRAVELERS

Travelers Property Casualty Company of America **Multi-Factor Authentication Supplement**

Claims-Made: The information requested in this Application is for a Claims-Made policy. If issued, the policy will apply only to claims first made during the policy period, or any applicable extended reporting period.

Defense Within Limits: The limits of liability will be reduced, and may be completely exhausted, by amounts paid as defense costs, and any retention will be applied against defense costs. The Insurer will not be liable for the amount of any judgment, settlement, or defense costs incurred after exhaustion of the limit of liability.

GENERAL INFORMATION

Name of Applicant:
Warren County

Street Address:
1340 State Route 9

City:	State:	Zip:
Lake George	NY	12845

Applicant Website(s):
warrencountyny.gov

Multi-Factor Authentication

Multi-factor authentication refers to the use of two or more means of identification and access control—sometimes referred to as "something you know, something you have, or something you are." A username and password, for example, is something you know. Requiring a code sent via text message (SMS) establishes "something you have," i.e., a mobile phone belonging to you. Biometric authentication, through a fingerprint or retina scan, establishes "something you are." Multi-factor authentication is successfully enabled when at least two of these categories of identification are required in order to successfully verify a user's identity when accessing systems.

Multi-Factor Authentication for Remote Network Access

Requiring multi-factor authentication for remote network access is an important security control that can help reduce the potential for a network compromise caused by lost or stolen passwords. Without this control an intruder can gain access to an insured's network in a similar manner to an authorized user.

Multi-Factor Authentication for Administrative Access

Requiring multi-factor authentication for both remote and internal access to administrative accounts helps to prevent intruders that have compromised an internal system from elevating privileges and obtaining broader access to a compromised network. The existence of this control can prevent an intruder from gaining the level of access necessary to successfully deploy ransomware across the network.

Multi-Factor Authentication for Remote Access to Email

Requiring multi-factor authentication for remote access to email can help reduce the potential for a compromise to corporate email accounts caused by lost or stolen passwords. Without this control an intruder can easily gain access to a user's corporate email account. Threat actors often use this access to perpetrate various cyber crime schemes against the impacted organization and its clients and customers.

MULTI-FACTOR AUTHENTICATION

For any "No" answers, provide an explanation in the Additional Information section provided at the end of this Application.

1. Multi-Factor authentication is required for all employees when accessing email through a website or cloud based service. ☒ Yes ☐ No ☐ Email is not web based

2. Multi-Factor authentication is required for all remote access to the network provided to employees, contractors, and 3rd party service providers. ☒ Yes ☐ No

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3. In addition to remote access, multi-factor authentication is required for the following, including such access provided to 3rd party service providers:

   a. All internal & remote admin access to directory services (active directory, LDAP, etc.). ☒ Yes ☐ No

   b. All internal & remote admin access to network backup environments. ☒ Yes ☐ No

   c. All internal & remote admin access to network infrastructure (firewalls, routers, switches, etc.). ☒ Yes ☐ No

   d. All internal & remote admin access to the organization's endpoints/servers. ☒ Yes ☐ No

4. The signer of this form has done so with the assistance of the person in charge of IT security. ☒ Yes ☐ No

NOTICE REGARDING COMPENSATION

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

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CALIFORNIA: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company to defraud or attempt to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant to defraud or attempt to defraud the policyholder or claimant regarding a settlement or award payable from insurance proceeds will be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

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SIGNATURES

The undersigned Executive Officer represents that to the best of his or her knowledge and belief, and after reasonable inquiry, the statements provided in response to this Application are true and complete, and, except in North Carolina may be relied upon by Travelers as the basis for providing insurance. The Applicant will notify Travelers of any material changes to the information provided.

☒ Electronic Signature and Acceptance – Executive Officer

*If electronically submitting this document, electronically sign this form by checking the Electronic Signature and Acceptance box above. By doing so, the Applicant agrees that use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes acceptance and agreement as if signed in writing and has the same force and effect as a signature affixed by hand.

**Executive Officer is defined as the applicant's chief executive officer, chief financial officer, chief information security officer, risk manager, in-house general counsel, or the functional equivalent.*

Executive Officer Signature: X	Executive Officer Name and Title: Kevin B. Geraghty, Chairman of the Board	Date *(month/dd/yyyy)*: 11/21/24
Producer Name (required in FL & IA): X Sulim Bartok	State Producer License No (required in FL):	Date *(month/dd/yyyy)*:
Agency: Gallagher	Agency contact and email address: Colin David Colin_David@ajg.com	Agency Phone Number: 914.967.6012

ADDITIONAL INFORMATION

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TOKIO MARINE HCC

NetGuard® Plus Cyber Liability Insurance

RENEWAL APPLICATION

THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. THIS APPLICATION IS NOT A BINDER.

This application for NetGuard® Plus Cyber Liability Insurance is intended to be used for the preliminary evaluation of a submission. When completed in its entirety, this application will enable the Underwriter to decide whether or not to authorize the binding of insurance. Please type or print clearly and answer all questions. If space is insufficient to answer any question fully, attach a separate sheet. Complete all required supplemental forms/applications. "You" and "Your", as used in this application, means the Applicant.

Please refer to the attached Cyber Glossary for an explanation of the cyber security terms that appear in bold face type.

1. GENERAL INFORMATION

Name of Primary Applicant: County of Warren

Business Address: 1340 State Route 9 Lake George NY 12845 Phone: (518) 824-8717

2. ADDITIONAL ENTITIES / MATERIAL CHANGES

Names of all additional entities seeking coverage under the policy. Include each entity's description of operations and relationship to the Applicant including any percentage of ownership.

Has the Applicant acquired any subsidiaries, affiliated companies or entities in the past 12 months? ☐ Yes ☒ No

Has the name of the Applicant changed, or has any merger or consolidation taken place, in the past 12 months? ☐ Yes ☒ No

If "Yes", provide details on a separate page.

3. WEBSITES / DOMAINS

List all websites/domains owned/operated by all entities seeking coverage:

WarrenCountyNY.gov

4. CONFIRMATION OF ENTITIES

This Application is reflective of the total exposure for all entities seeking coverage, both previously existing and any acquired in the past 12 months, including revenues, records, controls, vendors and loss history. ☒ Yes ☐ No

5. TOTAL GROSS REVENUES

a.	Current Full Fiscal Year: 2025	$ 231,380,262.00
b.	Last Completed Fiscal Year: 2024	$ 297,958,152.00

6. RECORDS

a. Do you collect, store, host, process, control, use or share any private or sensitive information, including employee information, in either paper or electronic form? ☒ Yes ☐ No

If "Yes", provide the approximate number of unique records in each category:

Basic (name, email, address):	1 - 499,999
Personally Identifiable Information (PII):	1 - 499,999
Protected Health Information (PHI):	1 - 499,999
Payment Card Information:	1 - 499,999
Total unique records:	1 - 499,999

b. If "Yes" to question 6.a. above, do you encrypt all sensitive and confidential information stored on your organization's systems and networks? ☒ Yes ☐ No

If "No", are the following compensating controls in place:

(1) Segregation of servers that store sensitive and confidential information? ☐ Yes ☐ No

(2) Access control with role-based assignments? ☐ Yes ☐ No

c. Have you ever, do you currently, or will you ever collect, store, host, process, control, use or share any biometric information or data, such as fingerprints, voiceprints, facial, hand, iris or retinal scans, DNA, or any other biological, physical or behavioral characteristics that can be used to uniquely identify a person? ☒ Yes ☐ No

If "Yes", have you reviewed your policies relating to the collection, storage and destruction of such information or data with a qualified attorney and confirmed compliance with applicable federal, state, local and foreign laws? ☒ Yes ☐ No

d. Do you process, store or handle credit card transactions? ☒ Yes ☐ No

If "Yes", are you PCI-DSS Compliant? ☐ Yes ☒ No

7. INTERNAL SECURITY CONTROLS

a. Do you allow remote access to your network? ☒ Yes ☐ No

If "Yes", do you require **Multi-Factor Authentication (MFA)** to secure all remote access to your network, by employees and third parties, including **VPNs (Virtual Private Network)**, **RDP (Remote Desktop Protocol)**, **RDWeb** or any **RMM (Remote Management and Monitoring)** applications? ☒ Yes ☐ No

If **MFA** is used, complete the following:

(1) Select your **MFA** provider: Duo

If "Other", provide the name of your **MFA** provider: _____

(2) Select your **MFA** type: Push-based authentication

If "Other", describe your **MFA** type: _____

b. Do you use a **next-generation antivirus (NGAV)** product to protect all endpoints across your enterprise? ☒ Yes ☐ No

If "Yes", select your **NGAV** provider: CrowdStrike Falcon Prevent

If "Other", provide the name of your **NGAV** provider: _____

c. Do you use an **endpoint detection and response (EDR)** tool that includes centralized monitoring and logging of all endpoint activity across your enterprise? ☒ Yes ☐ No

If "Yes", complete the following:

(1) Select your **EDR** provider: CrowdStrike Defense Platform

If "Other", provide the name of your **EDR** provider: _____

(2) Is **EDR** deployed on 100% of endpoints? ☒ Yes ☐ No

If "No", please use the Additional Comments section to outline which assets do not have **EDR**, and whether any mitigating safeguards are in place for such assets.

d. Do you require **MFA** to protect all local and remote access to privileged user accounts? ☒ Yes ☐ No

If "Yes", select your **MFA** type: Push-based authentication

If "Other", describe your **MFA** type: _____

e. Can your users access email through a web application or a non-corporate device? ☒ Yes ☐ No

If "Yes", do you enforce **MFA**? ☒ Yes ☐ No

f. Do you enforce Account Lockout policies for all users? ☒ Yes ☐ No

If "Yes", provide the lockout threshold setting: 3 strikes

8. BACKUP AND RECOVERY POLICIES

Do you use a data backup solution? ☒ Yes ☐ No

If "Yes":

a. Which best describes your data backup solution? **Backups are kept locally but separate from your network (offline/air-gapped backup solution).**

If "Other", describe your data backup solution: _____

b. Check all that apply:

☒ Your backups are encrypted, **immutable** or kept separate from your network **(offline/air-gapped)**.

☒ You utilize **MFA** for both internal and external access to your backups.

c. How frequently are backups run? Daily

d. Estimated amount of time it will take to restore essential functions using backups in the event of a widespread malware or ransomware attack within your network? 0-24 hours

9. PHISHING CONTROLS

a. Do you require all employees at your company to complete social engineering training that includes phishing simulations? ☒ Yes ☐ No

b. Does your organization send and/or receive wire transfers? ☒ Yes ☐ No

If "Yes", does your wire transfer authorization process include the following:

(1) A wire request documentation form, a protocol for obtaining proper written authorization for wire transfers, and a separation of authority protocol? ☒ Yes ☐ No

(2) A protocol for confirming all payment or funds transfer instructions/requests from a new vendor, client or customer via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the payment or funds transfer instruction/request was received? ☒ Yes ☐ No

(3) A protocol for confirming any vendor, client or customer account information change requests (including requests to change bank account numbers, contact information or mailing addresses) via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the change request was received? ☒ Yes ☐ No

10. VENDORS

List your top three (3) most critical vendors and their services and websites/domains.

Name	Services	Websites/Domains
Constellation Energy Services of NY	Electrical Service	https://www.constellation.com
Direct Energy	Natural Gas	https://www.directenergy.com
Spectrum Business	Telephone and Internet	https://www,spectrumbusiness.net

11. LOSS HISTORY

If the answer to any question in 11.a. through 11.c. below is "Yes", please provide details for each claim, allegation or incident.

a. In the past 12 months, has the Applicant or any other person or organization proposed for this insurance:

(1) Received any complaints or written demands or been a subject in litigation involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the Applicant's network? APPENDED — ☒ Yes ☐ No

(2) Been the subject of any government action, investigation or other proceedings regarding any alleged violation of privacy law or regulation? — ☐ Yes ☒ No

(3) Notified customers, clients or any third party of any security breach or privacy breach? — ☐ Yes ☒ No

(4) Received any cyber extortion demand or threat? — ☐ Yes ☒ No

(5) Sustained any unscheduled network outage or interruption for any reason, lasting longer than 4 hours? — ☐ Yes ☒ No

(6) Sustained any property damage or business interruption losses as a result of a cyber-attack? — ☐ Yes ☒ No

(7) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud? — ☐ Yes ☒ No

b. In the past 12 months, has any IT service provider that the Applicant relies on sustained an unscheduled network outage or interruption lasting longer than 4 hours? — ☐ Yes ☒ No

If "Yes", did the Applicant experience an interruption in business due to such outage or interruption? — ☐ Yes ☐ No

c. Has the Applicant notified Tokio Marine HCC of all incidents or losses occurring, or claims, suits or demands received, in the past 12 months? — ☐ Yes ☐ No

If "No", please forward complete details to Tokio Marine HCC immediately. — ☒ None to Report

12. IT DEPARTMENT

This section must be completed by the individual within the Applicant's organization who is responsible for network security. As used in this section only, "you" refers only to such individual.

a. Within the Applicant's organization, who is responsible for network security?

Name: Michael Colvin — Phone: 5187616407

Title: IT Director — Email: colvinm@warrencountyny.gov

b. The Applicant's network security is: ☐ Outsourced; provide the name of your network security provider: _____

☒ Managed internally/in-house

c. If the Applicant's network security is outsourced, are you the main contact for the network security provider named in question **b.** above? ☐ Yes ☐ No

If "No", provide the name and email address for the main contact: _____

ADDITIONAL COMMENTS

ADDITIONAL COMMENTS (*Use this space to explain any "No" answers in the above sections and/or to list other relevant IT security measures you are utilizing that are not listed above.*)

We follow the least privilege model. All access is denied and turned on granularly as needed.

NOTICE TO APPLICANT

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

The Applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by claim expenses and, in such event, the Insurer shall not be liable for claim expenses or any judgment or settlement that exceed the limit of liability.

I HEREBY DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact, and that I agree that this application shall be the basis of the contract with the Underwriters.

CERTIFICATION, CONSENT AND SIGNATURE

The Applicant has read the foregoing and understands that completion of this application does not bind the Underwriter or the Broker to provide coverage. It is agreed, however, that this application is complete and correct to the best of the Applicant's knowledge and belief, and that all particulars which may have a bearing upon acceptability as a NetGuard® Plus Cyber Liability Insurance risk have been revealed.

By signing below, the Applicant consents to the Insurer conducting non-intrusive scans of the Applicant's internet-facing systems / applications for common vulnerabilities.

It is understood that this application shall form the basis of the contract should the Underwriter approve coverage, and should the Applicant be satisfied with the Underwriter's quotation. It is further agreed that, if in the time between submission of this application and the requested date for coverage to be effective, the Applicant becomes aware of any information which would change the answers furnished in response to any question of this application, such information shall be revealed immediately in writing to the Underwriter.

This application shall be deemed attached to and form a part of the Policy should coverage be bound.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Kevin Geraghty	Chairman Board of Supervisors
Signature of Applicant	**Date Signed by Applicant**
K. Geraghty	10/02/2025

Marilyn R Rivers, CPCU ARM AIC
Risk Manager
(518) 824-8717
rriversm@warrencountyny.gov

TOKIO MARINE HCC

NetGuard® Plus Cyber Glossary

The following Cyber Glossary is provided to assist you in completing your application correctly and completely.

Endpoint Detection and Response (EDR), also known as endpoint *threat* detection and response, centrally collects and analyzes comprehensive endpoint data across your entire organization to provide a full picture of potential threats.

> **Common Providers:** Carbon Black Cloud; Crowdstrike Falcon Insight; SentinelOne; Windows Defender Endpoint

Immutable backups are backup files that are fixed, unchangeable, and can be deployed to production servers immediately in case of ransomware attacks or other data loss.

Multi-Factor Authentication (MFA) is an electronic authentication method in which a computer user is granted access to a website or application only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge (e.g., password), possession (e.g., phone or key), and inherence (e.g., FaceID or hand print). MFA for remote email access can be enabled through most email providers.

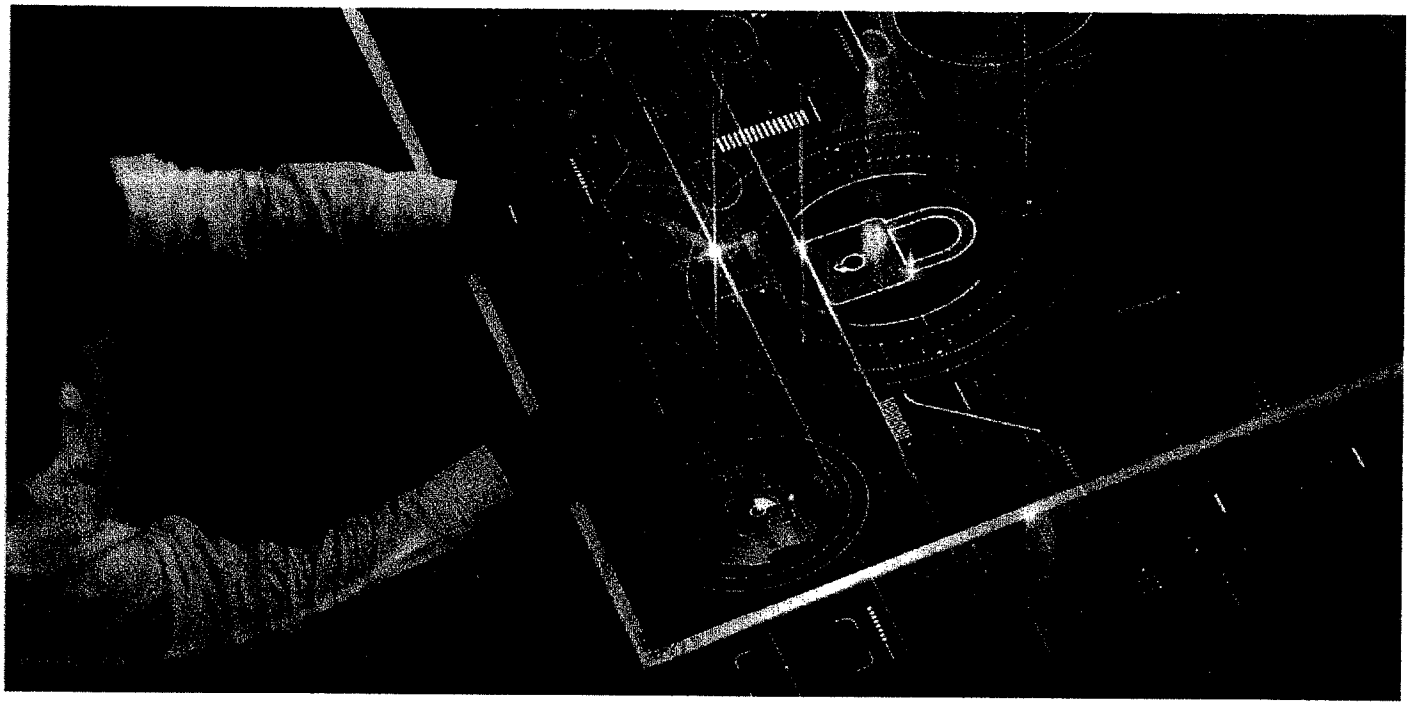
> **Common MFA providers for remote network access:** Okta; Duo; LastPass; OneLogin; and Auth0.

Next-Generation Anti-Virus (NGAV) is software that uses predictive analytics driven by machine learning and artificial intelligence and combines with threat intelligence to detect and prevent malware and fileless non-malware attacks, identify malicious behavior, and respond to new and emerging threats that previously went undetected. For purposes of completing this application, NGAV refers to anti-virus protection that focuses on detecting and preventing malware on each individual endpoint. If your organization has a NGAV solution and you are centrally monitoring and analyzing all endpoint activity, please indicate that you have NGAV & EDR on the application.

> **Common Providers:** BitDefender™; Carbon Black; CrowdStrike Falcon Prevent; SentinelOne; Sophos; Symantec

Offline/Air-gapped backup solution refers to a backup and recovery solution in which one copy of your organization's data is offline (i.e., disconnected) and cannot be accessed. If a file or system of files has no connection to the internet or a LAN, it can't be remotely hacked or corrupted.

Personally Identifiable Information (PII) is information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in Privacy Regulations.



Protected Health Information (PHI) is any health information that can identify an individual. PHI includes demographic identifiers, in medical records, like names, phone numbers, emails, and biometric information like fingerprints, voiceprints, genetic information, and facial images.

Remote Desktop Protocol (RDP) is a proprietary protocol developed by Microsoft which provides a user with a graphical interface to connect to another computer over a network connection. The Microsoft RDP provides remote display and input capabilities over network connections for Windows-based applications running on a server.

Remote Desktop Web (RDWeb), also known as Microsoft Remote Desktop Web Access, is a service that provides remote access to corporate resources through a web portal. Resources may include remote desktop access and other applications published on the portal.

Remote Monitoring and Management (RMM) tools allow IT providers to remotely manage and monitor network environments. RMM tools may include remote access, patch management, and reporting functionalities.

Common Providers: ConnectWise and ManageEngine

Virtual Private Network (VPN) encrypts connections between a remote device and an internal network. VPNs are utilized to allow systems from outside the network to connect to internal resources.

Common Providers: Fortnet, Cisco, and Palo Alto VPN Appliances

APPENDIX

Please provide details for each claim, allegation or incident: Community member's use of County FOIL internet based programming. Claimant is a conspiracy theorist who did not respond to multiple communication requests to discuss concerns thus negating claim for violation of privacy when using the internet programming for FOIL. Denial issued to claimant for failing to respond to legal inquiries.

Additional comments

Records: Is the Applicant compliant with the most recent Payment Card Industry – Data Security Standards (PCI-DSS)?
response: "No"

Comments

- *Marilyn Rivers*: "The County is presently working on crafting a County-wide policy utilizing PCI-DSS standards."

WARREN COUNTY PAYMENT REGISTER

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Corinth Road Rec - Corinth Road Reconstruction-BAN									
EFT									
2	02/12/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$11,239.39	$11,239.39	$0.00
Type EFT Totals:					1 Transactions		$11,239.39	$11,239.39	$0.00
Corinth Road Rec - Corinth Road Reconstruction-BAN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$11,239.39	$11,239.39
	Voided	0	$0.00	$0.00
	Total	1	$11,239.39	$11,239.39

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$11,239.39	$11,239.39
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$11,239.39	$11,239.39

Court & Trust - Court & Trust-GFN									
EFT									
12	04/09/2021	Reconciled		04/30/2021	Accounts Payable	NYS COMPTROLLER	$19,569.51	$19,569.51	$0.00
Type EFT Totals:					1 Transactions		$19,569.51	$19,569.51	$0.00
Court & Trust - Court & Trust-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$19,569.51	$19,569.51
	Voided	0	$0.00	$0.00
	Total	1	$19,569.51	$19,569.51

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$19,569.51	$19,569.51
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$19,569.51	$19,569.51

Court Exp Bond - Court Expansion Bond									
EFT									
69	01/29/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$133.62	$133.62	$0.00
70	02/26/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$133.45	$133.45	$0.00
71	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$131.98	$131.98	$0.00
72	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$119.91	$119.91	$0.00
73	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$128.38	$128.38	$0.00
74	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$110.99	$110.99	$0.00
75	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$70.32	$70.32	$0.00
76	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$55.43	$55.43	$0.00
77	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$50.84	$50.84	$0.00
78	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$48.68	$48.68	$0.00
79	10/08/2021	Reconciled		10/31/2021	Accounts Payable	BMO HARRIS BANK NA	$1,548.64	$1,548.64	$0.00
80	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$41.24	$41.24	$0.00

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
81	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$40.77	$40.77	$0.00
Type EFT Totals:					13 Transactions		$2,614.25	$2,614.25	$0.00
Court Exp Bond - Court Expansion Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$2,614.25	$2,614.25
	Voided	0	$0.00	$0.00
	Total	13	$2,614.25	$2,614.25

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$2,614.25	$2,614.25
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	13	$2,614.25	$2,614.25

DA-Fed Forfeited - DA-Fed Forfeited Property

EFT

4	04/16/2021	Reconciled		12/31/2021	Accounts Payable	BMO HARRIS BANK NA	$387.48	$387.48	$0.00
Type EFT Totals:					1 Transactions		$387.48	$387.48	$0.00
DA-Fed Forfeited - DA-Fed Forfeited Property Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$387.48	$387.48
	Voided	0	$0.00	$0.00
	Total	1	$387.48	$387.48

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$387.48	$387.48
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$387.48	$387.48

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Debt Service - Debt Service									
EFT									
135	01/14/2021	Reconciled		01/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$80,750.00	$80,750.00	$0.00
136	01/29/2021	Reconciled		01/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$186,000.00	$186,000.00	$0.00
137	01/29/2021	Reconciled		01/31/2021	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$605,000.00	$605,000.00	$0.00
138	04/14/2021	Reconciled		04/30/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$87,181.25	$87,181.25	$0.00
139	04/14/2021	Reconciled		04/30/2021	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$365,000.00	$365,000.00	$0.00
140	05/27/2021	Reconciled		05/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$256,175.00	$256,175.00	$0.00
141	07/08/2021	Reconciled		07/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$80,750.00	$80,750.00	$0.00
142	07/08/2021	Reconciled		07/31/2021	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$1,075,000.00	$1,075,000.00	$0.00
143	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11.01	$11.01	$0.00
144	07/30/2021	Reconciled		07/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$176,925.00	$176,925.00	$0.00
145	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$23,525.86	$23,525.86	$0.00
146	10/14/2021	Reconciled		10/31/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$83,531.25	$83,531.25	$0.00
147	11/30/2021	Reconciled		11/30/2021	Accounts Payable	CEDE & CO.- INTEREST ACCT	$256,175.00	$256,175.00	$0.00
148	11/30/2021	Reconciled		11/30/2021	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$675,000.00	$675,000.00	$0.00
Type EFT Totals:					14 Transactions		$3,951,024.37	$3,951,024.37	$0.00
Debt Service - Debt Service Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	14	$3,951,024.37	$3,951,024.37
	Voided	0	$0.00	$0.00
	Total	14	$3,951,024.37	$3,951,024.37

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	14	$3,951,024.37	$3,951,024.37
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	14	$3,951,024.37	$3,951,024.37

General - General									
EFT									
3486	01/04/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3487	01/04/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
3488	01/11/2021	Reconciled		01/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,280.50	$11,280.50	$0.00
3489	01/11/2021	Reconciled		01/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,304.50	$10,304.50	$0.00
3490	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$91,150.47	$91,150.47	$0.00
3491	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$429,097.20	$429,097.20	$0.00
3492	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$46,693.00	$46,693.00	$0.00
3493	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11,121.00	$11,121.00	$0.00
3494	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$229,836.00	$229,836.00	$0.00
3495	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$252,539.00	$252,539.00	$0.00
3496	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$274,338.57	$274,338.57	$0.00
3497	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,517.68	$4,517.68	$0.00
3498	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$18,589.18	$18,589.18	$0.00
3499	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$262,673.55	$262,673.55	$0.00
3500	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,107.10	$2,107.10	$0.00
3501	01/15/2021	Reconciled		01/31/2021	Accounts Payable	BMO HARRIS BANK NA	$14,835.33	$14,835.33	$0.00
3502	01/15/2021	Reconciled		01/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$1,201.00	$1,201.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3503	01/14/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$80,750.00	$80,750.00	$0.00
3504	01/20/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3505	01/20/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$10,851.00	$10,851.00	$0.00
3506	01/25/2021	Reconciled		01/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,371.76	$10,371.76	$0.00
3507	01/25/2021	Reconciled		01/31/2021	Accounts Payable	WEX BANK - EFT	$124.76	$124.76	$0.00
3508	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$272,000.56	$272,000.56	$0.00
3509	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,492.74	$4,492.74	$0.00
3510	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$111,030.31	$111,030.31	$0.00
3511	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$705,976.77	$705,976.77	$0.00
3512	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.09	$0.09	$0.00
3513	01/25/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
3514	01/25/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$799.28	$799.28	$0.00
3515	01/29/2021	Reconciled		01/31/2021	Accounts Payable	NATIONAL GRID	$25,343.87	$25,343.87	$0.00
3516	01/29/2021	Reconciled		01/31/2021	Accounts Payable	CITY OF GLENS FALLS	$151,968.94	$151,968.94	$0.00
3517	01/29/2021	Reconciled		01/31/2021	Accounts Payable	TOWN OF CHESTER	$478,235.76	$478,235.76	$0.00
3518	01/29/2021	Reconciled		01/31/2021	Accounts Payable	TOWN OF HORICON	$418,907.54	$418,907.54	$0.00
3519	01/29/2021	Reconciled		01/31/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$269,979.99	$269,979.99	$0.00
3520	01/29/2021	Reconciled		01/31/2021	Accounts Payable	TOWN OF QUEENSBURY	$2,447,449.71	$2,447,449.71	$0.00
3521	01/29/2021	Reconciled		01/31/2021	Accounts Payable	TOWN OF WARRENSBURG	$217,897.90	$217,897.90	$0.00
3522	01/29/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$791,000.00	$791,000.00	$0.00
3523	01/29/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$91,782.00	$91,782.00	$0.00
3524	02/01/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3525	02/01/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
3526	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$271,501.97	$271,501.97	$0.00
3527	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,506.60	$4,506.60	$0.00
3528	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$119,080.16	$119,080.16	$0.00
3529	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$721,173.99	$721,173.99	$0.00
3530	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$465,469.00	$465,469.00	$0.00
3531	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.42	$0.42	$0.00
3532	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$23.06	$23.06	$0.00
3533	02/08/2021	Reconciled		02/28/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,086.00	$14,086.00	$0.00
3534	02/12/2021	Reconciled		02/28/2021	Accounts Payable	BMO HARRIS BANK NA	$7,598.58	$7,598.58	$0.00
3535	02/12/2021	Reconciled		02/28/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$689.00	$689.00	$0.00
3536	02/12/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$49,373.00	$49,373.00	$0.00
3537	02/12/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$136,160.00	$136,160.00	$0.00
3538	02/12/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$96,965.65	$96,965.65	$0.00
3539	02/12/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$129,279.64	$129,279.64	$0.00
3540	02/17/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3541	02/22/2021	Reconciled		02/28/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$8,347.50	$8,347.50	$0.00
3542	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$270,162.20	$270,162.20	$0.00
3543	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,488.48	$4,488.48	$0.00
3544	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$113,452.09	$113,452.09	$0.00
3545	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$734,302.33	$734,302.33	$0.00
3546	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$988.27	$988.27	$0.00
3547	02/22/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
3548	02/22/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$50,845.00	$50,845.00	$0.00
3549	02/26/2021	Reconciled		02/28/2021	Accounts Payable	NATIONAL GRID	$21,392.28	$21,392.28	$0.00
3550	02/26/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$142,190.00	$142,190.00	$0.00
3551	02/26/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$680.95	$680.95	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3552	02/26/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$3,673.00	$3,673.00	$0.00
3553	02/26/2021	Voided	Other	02/26/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,846.44		
3554	02/26/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,846.34	$2,846.34	$0.00
3555	03/01/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3556	03/01/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
3557	03/08/2021	Reconciled		03/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,240.50	$14,240.50	$0.00
3558	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$737,109.00	$737,109.00	$0.00
3559	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$201,846.00	$201,846.00	$0.00
3560	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$188,008.00	$188,008.00	$0.00
3561	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$268,951.20	$268,951.20	$0.00
3562	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,475.20	$4,475.20	$0.00
3563	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$109,142.09	$109,142.09	$0.00
3564	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$674,114.86	$674,114.86	$0.00
3565	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$249,941.00	$249,941.00	$0.00
3566	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
3567	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,322.20	$1,322.20	$0.00
3568	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.34	$0.34	$0.00
3569	03/15/2021	Reconciled		03/31/2021	Accounts Payable	BMO HARRIS BANK NA	$7,434.26	$7,434.26	$0.00
3570	03/15/2021	Reconciled		03/31/2021	Accounts Payable	BMO HARRIS BANK NA	$65.99	$65.99	$0.00
3571	03/15/2021	Reconciled		03/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$607.00	$607.00	$0.00
3572	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,000.00	$2,000.00	$0.00
3573	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$5,000.00	$5,000.00	$0.00
3574	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$14,466.00	$14,466.00	$0.00
3575	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$98,626.00	$98,626.00	$0.00
3576	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,044.34	$13,044.34	$0.00
3577	03/15/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3578	03/15/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$3.82	$3.82	$0.00
3579	03/22/2021	Reconciled		03/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,071.20	$7,071.20	$0.00
3580	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$267,747.47	$267,747.47	$0.00
3581	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,457.66	$4,457.66	$0.00
3582	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$106,818.08	$106,818.08	$0.00
3583	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$647,398.81	$647,398.81	$0.00
3584	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$229.00	$229.00	$0.00
3585	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$139,573.01	$139,573.01	$0.00
3586	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$78,670.08	$78,670.08	$0.00
3587	03/24/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,000,050.00	$4,000,050.00	$0.00
3588	03/24/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$32,253.00	$32,253.00	$0.00
3589	03/24/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
3590	03/26/2021	Reconciled		03/31/2021	Accounts Payable	NATIONAL GRID	$22,946.06	$22,946.06	$0.00
3591	03/26/2021	Reconciled		03/31/2021	Accounts Payable	WEX BANK - EFT	$202.82	$202.82	$0.00
3592	03/29/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3593	03/29/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$19,651.00	$19,651.00	$0.00
3594	03/29/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,890.00	$15,890.00	$0.00
3595	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$77,854.99	$77,854.99	$0.00
3596	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$143,369.82	$143,369.82	$0.00
3597	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$512,843.00	$512,843.00	$0.00
3598	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$219.80	$219.80	$0.00
3599	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11,415.71	$11,415.71	$0.00
3600	04/02/2021	Reconciled		04/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,143.50	$7,143.50	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3601	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$268,286.74	$268,286.74	$0.00
3602	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,457.66	$4,457.66	$0.00
3603	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$112,411.12	$112,411.12	$0.00
3604	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$717,181.40	$717,181.40	$0.00
3605	04/12/2021	Reconciled		04/30/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$568.00	$568.00	$0.00
3606	04/16/2021	Reconciled		04/30/2021	Accounts Payable	BMO HARRIS BANK NA	$12,906.78	$12,906.78	$0.00
3607	04/16/2021	Reconciled		04/30/2021	Accounts Payable	BMO HARRIS BANK NA	$8,960.18	$8,960.18	$0.00
3608	04/19/2021	Reconciled		04/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,183.20	$9,183.20	$0.00
3609	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WEX BANK - EFT	$161.35	$161.35	$0.00
3610	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3611	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$48,769.00	$48,769.00	$0.00
3612	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$285,170.00	$285,170.00	$0.00
3613	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.76	$0.76	$0.00
3614	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$777,120.00	$777,120.00	$0.00
3615	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$9,153.00	$9,153.00	$0.00
3616	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$22.79	$22.79	$0.00
3617	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,149,008.00	$1,149,008.00	$0.00
3618	04/14/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$452,181.25	$452,181.25	$0.00
3619	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$267,196.72	$267,196.72	$0.00
3620	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,441.96	$4,441.96	$0.00
3621	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$106,005.84	$106,005.84	$0.00
3622	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$632,487.77	$632,487.77	$0.00
3623	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$195.00	$195.00	$0.00
3624	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$22.93	$22.93	$0.00
3625	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.37	$0.37	$0.00
3626	04/30/2021	Reconciled		04/30/2021	Accounts Payable	NATIONAL GRID	$28,727.73	$28,727.73	$0.00
3627	04/30/2021	Reconciled		04/30/2021	Accounts Payable	CITY OF GLENS FALLS	$125,619.04	$125,619.04	$0.00
3628	04/30/2021	Reconciled		04/30/2021	Accounts Payable	TOWN OF CHESTER	$375,584.22	$375,584.22	$0.00
3629	04/30/2021	Reconciled		04/30/2021	Accounts Payable	TOWN OF HORICON	$329,437.59	$329,437.59	$0.00
3630	04/30/2021	Reconciled		04/30/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$220,748.25	$220,748.25	$0.00
3631	04/30/2021	Reconciled		04/30/2021	Accounts Payable	TOWN OF QUEENSBURY	$1,932,913.02	$1,932,913.02	$0.00
3632	04/30/2021	Reconciled		04/30/2021	Accounts Payable	TOWN OF WARRENSBURG	$176,598.21	$176,598.21	$0.00
3633	04/26/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3634	04/26/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$49,289.00	$49,289.00	$0.00
3635	04/26/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$24,458.00	$24,458.00	$0.00
3636	04/26/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$5,305.00	$5,305.00	$0.00
3637	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$266,322.47	$266,322.47	$0.00
3638	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$103,327.10	$103,327.10	$0.00
3639	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$600,926.65	$600,926.65	$0.00
3640	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,428.10	$4,428.10	$0.00
3641	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$78,201.70	$78,201.70	$0.00
3642	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$139,575.16	$139,575.16	$0.00
3643	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,866.54	$6,866.54	$0.00
3644	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$92.32	$92.32	$0.00
3645	04/30/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$228,066.00	$228,066.00	$0.00
3646	05/03/2021	Reconciled		05/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,423.76	$11,423.76	$0.00
3647	05/10/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3648	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$8,037.87	$8,037.87	$0.00
3649	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$1,520.32	$1,520.32	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3650	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$70.57	$70.57	$0.00
3651	05/14/2021	Reconciled		05/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,843.10	$10,843.10	$0.00
3652	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$266,858.33	$266,858.33	$0.00
3653	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,405.94	$4,405.94	$0.00
3654	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$104,474.74	$104,474.74	$0.00
3655	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$614,488.25	$614,488.25	$0.00
3656	05/21/2021	Reconciled		05/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$549.00	$549.00	$0.00
3657	05/24/2021	Reconciled		05/31/2021	Accounts Payable	WEX BANK - EFT	$130.22	$130.22	$0.00
3658	05/24/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3659	05/24/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$652.00	$652.00	$0.00
3660	05/24/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$52,830.00	$52,830.00	$0.00
3661	05/28/2021	Reconciled		05/31/2021	Accounts Payable	NATIONAL GRID	$22,615.79	$22,615.79	$0.00
3662	05/28/2021	Reconciled		05/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,547.84	$9,547.84	$0.00
3663	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$266,558.66	$266,558.66	$0.00
3664	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,423.48	$4,423.48	$0.00
3665	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$103,760.38	$103,760.38	$0.00
3666	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$604,824.73	$604,824.73	$0.00
3667	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$51,084.00	$51,084.00	$0.00
3668	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$20,000.00	$20,000.00	$0.00
3669	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$256,175.00	$256,175.00	$0.00
3670	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3671	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.09	$0.09	$0.00
3672	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$131.19	$131.19	$0.00
3673	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$362.87	$362.87	$0.00
3674	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$479,592.00	$479,592.00	$0.00
3675	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,024,694.00	$1,024,694.00	$0.00
3676	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$132,048.00	$132,048.00	$0.00
3677	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,210,186.00	$6,210,186.00	$0.00
3678	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,107.11	$2,107.11	$0.00
3679	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,378.86	$2,378.86	$0.00
3680	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$5,612.21	$5,612.21	$0.00
3681	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.08	$0.08	$0.00
3682	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$266,021.61	$266,021.61	$0.00
3683	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,409.62	$4,409.62	$0.00
3684	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$107,520.79	$107,520.79	$0.00
3685	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$655,269.02	$655,269.02	$0.00
3686	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$8,040.00	$8,040.00	$0.00
3687	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.77	$0.77	$0.00
3688	06/14/2021	Reconciled		06/30/2021	Accounts Payable	BMO HARRIS BANK NA	$10,844.86	$10,844.86	$0.00
3689	06/14/2021	Reconciled		06/30/2021	Accounts Payable	BMO HARRIS BANK NA	$497.08	$497.08	$0.00
3690	06/14/2021	Reconciled		06/30/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$644.00	$644.00	$0.00
3691	06/14/2021	Reconciled		06/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,341.84	$13,341.84	$0.00
3692	06/14/2021	Reconciled		06/30/2021	Accounts Payable	BMO HARRIS BANK NA	$1,691.48	$1,691.48	$0.00
3693	06/21/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3694	06/21/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,889.64	$6,889.64	$0.00
3695	06/21/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,399.00	$2,399.00	$0.00
3696	06/25/2021	Reconciled		06/30/2021	Accounts Payable	NATIONAL GRID	$23,395.90	$23,395.90	$0.00
3697	06/25/2021	Reconciled		06/30/2021	Accounts Payable	WEX BANK - EFT	$130.63	$130.63	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3698	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$263,007.49	$263,007.49	$0.00
3699	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,358.84	$4,358.84	$0.00
3700	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$104,616.01	$104,616.01	$0.00
3701	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$615,917.70	$615,917.70	$0.00
3702	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,813.96	$2,813.96	$0.00
3703	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$215.27	$215.27	$0.00
3704	06/28/2021	Reconciled		06/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,878.50	$9,878.50	$0.00
3705	06/30/2021	Reconciled		06/30/2021	Accounts Payable	CITY OF GLENS FALLS	$221,874.50	$221,874.50	$0.00
3706	06/30/2021	Reconciled		06/30/2021	Accounts Payable	TOWN OF CHESTER	$103,063.45	$103,063.45	$0.00
3707	06/30/2021	Reconciled		06/30/2021	Accounts Payable	TOWN OF HORICON	$72,244.03	$72,244.03	$0.00
3708	06/30/2021	Reconciled		06/30/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$59,854.51	$59,854.51	$0.00
3709	06/30/2021	Reconciled		06/30/2021	Accounts Payable	TOWN OF QUEENSBURY	$555,204.63	$555,204.63	$0.00
3710	06/30/2021	Reconciled		06/30/2021	Accounts Payable	TOWN OF WARRENSBURG	$56,663.65	$56,663.65	$0.00
3711	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,307.00	$6,307.00	$0.00
3712	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$497.62	$497.62	$0.00
3713	07/12/2021	Reconciled		07/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$906.00	$906.00	$0.00
3714	07/12/2021	Reconciled		07/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,067.57	$9,067.57	$0.00
3715	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3716	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.16	$0.16	$0.00
3717	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$263,174.77	$263,174.77	$0.00
3718	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,360.68	$4,360.68	$0.00
3719	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$112,793.46	$112,793.46	$0.00
3720	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$50,000.00	$50,000.00	$0.00
3721	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$57,277.00	$57,277.00	$0.00
3722	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$721,740.98	$721,740.98	$0.00
3723	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$292.66	$292.66	$0.00
3724	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2.76	$2.76	$0.00
3725	07/09/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,155,750.00	$1,155,750.00	$0.00
3726	07/16/2021	Reconciled		07/31/2021	Accounts Payable	BMO HARRIS BANK NA	$11,239.20	$11,239.20	$0.00
3727	07/16/2021	Reconciled		07/31/2021	Accounts Payable	BMO HARRIS BANK NA	$577.93	$577.93	$0.00
3728	07/26/2021	Reconciled		07/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,833.68	$7,833.68	$0.00
3729	07/26/2021	Reconciled		07/31/2021	Accounts Payable	WEX BANK - EFT	$238.67	$238.67	$0.00
3730	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$17,417.65	$17,417.65	$0.00
3731	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$227,680.44	$227,680.44	$0.00
3732	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$288,084.00	$288,084.00	$0.00
3733	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$291,884.00	$291,884.00	$0.00
3734	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$53,942.00	$53,942.00	$0.00
3735	07/19/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$800,000.00	$800,000.00	$0.00
3736	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$262,269.98	$262,269.98	$0.00
3737	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,367.14	$4,367.14	$0.00
3738	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$110,078.77	$110,078.77	$0.00
3739	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$689,864.62	$689,864.62	$0.00
3740	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$56,257.00	$56,257.00	$0.00
3741	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$53,705.00	$53,705.00	$0.00
3742	07/30/2021	Reconciled		07/31/2021	Accounts Payable	NATIONAL GRID	$25,970.64	$25,970.64	$0.00
3743	07/30/2021	Reconciled		07/31/2021	Accounts Payable	CITY OF GLENS FALLS	$172,764.98	$172,764.98	$0.00
3744	07/30/2021	Reconciled		07/31/2021	Accounts Payable	TOWN OF CHESTER	$526,780.78	$526,780.78	$0.00
3745	07/30/2021	Reconciled		07/31/2021	Accounts Payable	TOWN OF HORICON	$462,057.19	$462,057.19	$0.00
3746	07/30/2021	Reconciled		07/31/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$309,613.48	$309,613.48	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3747	07/30/2021	Reconciled		07/31/2021	Accounts Payable	TOWN OF QUEENSBURY	$2,711,033.59	$2,711,033.59	$0.00
3748	07/30/2021	Reconciled		07/31/2021	Accounts Payable	TOWN OF WARRENSBURG	$247,690.23	$247,690.23	$0.00
3749	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$176,925.00	$176,925.00	$0.00
3750	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$797.00	$797.00	$0.00
3751	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$444,061.00	$444,061.00	$0.00
3752	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$682.88	$682.88	$0.00
3753	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4.05	$4.05	$0.00
3754	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$122.50	$122.50	$0.00
3755	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$3,180.76	$3,180.76	$0.00
3756	08/02/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3757	08/02/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,161,738.00	$1,161,738.00	$0.00
3758	08/09/2021	Reconciled		08/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,748.00	$9,748.00	$0.00
3759	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$260,580.08	$260,580.08	$0.00
3760	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,367.14	$4,367.14	$0.00
3761	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$107,849.43	$107,849.43	$0.00
3762	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$657,757.49	$657,757.49	$0.00
3763	08/13/2021	Reconciled		08/31/2021	Accounts Payable	BMO HARRIS BANK NA	$13,358.35	$13,358.35	$0.00
3764	08/16/2021	Reconciled		08/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$646.00	$646.00	$0.00
3765	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3766	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$228,765.00	$228,765.00	$0.00
3767	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.16	$0.16	$0.00
3768	08/23/2021	Reconciled		08/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,558.10	$16,558.10	$0.00
3769	08/23/2021	Reconciled		08/31/2021	Accounts Payable	WEX BANK - EFT	$189.33	$189.33	$0.00
3770	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$261,919.86	$261,919.86	$0.00
3771	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,384.68	$4,384.68	$0.00
3772	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$110,558.49	$110,558.49	$0.00
3773	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$693,905.22	$693,905.22	$0.00
3774	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,723.00	$1,723.00	$0.00
3775	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$502.31	$502.31	$0.00
3776	08/27/2021	Reconciled		08/31/2021	Accounts Payable	NATIONAL GRID	$24,697.19	$24,697.19	$0.00
3777	08/31/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$251.06	$251.06	$0.00
3778	09/03/2021	Reconciled		09/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,417.87	$7,417.87	$0.00
3779	09/01/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3780	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$259,001.70	$259,001.70	$0.00
3781	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,337.58	$4,337.58	$0.00
3782	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$115,743.63	$115,743.63	$0.00
3783	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$673,108.69	$673,108.69	$0.00
3784	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
3785	09/13/2021	Reconciled		09/30/2021	Accounts Payable	BMO HARRIS BANK NA	$20,684.64	$20,684.64	$0.00
3786	09/10/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3787	09/10/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$130,989.00	$130,989.00	$0.00
3788	09/10/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$31,652.00	$31,652.00	$0.00
3789	09/10/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$289,017.00	$289,017.00	$0.00
3790	09/10/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$44.15	$44.15	$0.00
3791	09/17/2021	Reconciled		09/30/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$835.00	$835.00	$0.00
3792	09/20/2021	Reconciled		09/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,514.84	$16,514.84	$0.00
3793	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,344.98	$4,344.98	$0.00
3794	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$114,610.73	$114,610.73	$0.00

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3795	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$747,634.87	$747,634.87	$0.00
3796	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$8,010.00	$8,010.00	$0.00
3797	09/24/2021	Reconciled		09/30/2021	Accounts Payable	WEX BANK - EFT	$564.51	$564.51	$0.00
3798	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$28,682.00	$28,682.00	$0.00
3799	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$8,379.00	$8,379.00	$0.00
3800	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$258,196.74	$258,196.74	$0.00
3801	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$44,224.98	$44,224.98	$0.00
3802	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$745.22	$745.22	$0.00
3803	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3804	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,878.61	$79,878.61	$0.00
3805	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$133,887.82	$133,887.82	$0.00
3806	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,920.98	$79,920.98	$0.00
3807	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$139,592.09	$139,592.09	$0.00
3808	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,069.63	$79,069.63	$0.00
3809	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$143,209.91	$143,209.91	$0.00
3810	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,602.10	$79,602.10	$0.00
3811	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,624.13	$137,624.13	$0.00
3812	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,453.02	$79,453.02	$0.00
3813	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$134,479.87	$134,479.87	$0.00
3814	09/29/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,814.00	$15,814.00	$0.00
3815	10/01/2021	Reconciled		09/30/2021	Accounts Payable	NATIONAL GRID	$27,319.90	$27,319.90	$0.00
3816	10/04/2021	Reconciled		10/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,107.84	$9,107.84	$0.00
3817	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$258,846.83	$258,846.83	$0.00
3818	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,358.84	$4,358.84	$0.00
3819	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$112,137.43	$112,137.43	$0.00
3820	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$717,784.62	$717,784.62	$0.00
3821	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$428,542.00	$428,542.00	$0.00
3822	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$77,101.00	$77,101.00	$0.00
3823	10/08/2021	Reconciled		10/31/2021	Accounts Payable	BMO HARRIS BANK NA	$11,039.83	$11,039.83	$0.00
3824	10/08/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3825	10/08/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$115,475.00	$115,475.00	$0.00
3826	10/15/2021	Reconciled		10/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$547.00	$547.00	$0.00
3827	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$83,531.25	$83,531.25	$0.00
3828	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,374.54	$4,374.54	$0.00
3829	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$260,602.65	$260,602.65	$0.00
3830	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$110,806.44	$110,806.44	$0.00
3831	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$698,312.83	$698,312.83	$0.00
3832	10/18/2021	Reconciled		10/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,872.41	$10,872.41	$0.00
3833	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$39,916.00	$39,916.00	$0.00
3834	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$357,639.94	$357,639.94	$0.00
3835	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$72,446.00	$72,446.00	$0.00
3836	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$37,179.00	$37,179.00	$0.00
3837	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,837.71	$137,837.71	$0.00
3838	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$80,279.62	$80,279.62	$0.00
3839	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$3,053.54	$3,053.54	$0.00
3840	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$26,905.81	$26,905.81	$0.00
3841	10/25/2021	Reconciled		10/31/2021	Accounts Payable	WEX BANK - EFT	$508.84	$508.84	$0.00
3842	10/25/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3843	10/25/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3844	10/25/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.04	$0.04	$0.00
3845	10/28/2021	Reconciled		10/31/2021	Accounts Payable	CITY OF GLENS FALLS	$220,758.49	$220,758.49	$0.00
3846	10/28/2021	Reconciled		10/31/2021	Accounts Payable	TOWN OF CHESTER	$697,068.67	$697,068.67	$0.00
3847	10/28/2021	Reconciled		10/31/2021	Accounts Payable	TOWN OF HORICON	$611,422.45	$611,422.45	$0.00
3848	10/28/2021	Reconciled		10/31/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$409,699.57	$409,699.57	$0.00
3849	10/28/2021	Reconciled		10/31/2021	Accounts Payable	TOWN OF QUEENSBURY	$3,587,406.12	$3,587,406.12	$0.00
3850	10/28/2021	Reconciled		10/31/2021	Accounts Payable	TOWN OF WARRENSBURG	$327,758.93	$327,758.93	$0.00
3851	10/29/2021	Reconciled		10/31/2021	Accounts Payable	NATIONAL GRID	$26,831.71	$26,831.71	$0.00
3852	10/29/2021	Reconciled		11/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,281.68	$12,281.68	$0.00
3853	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,334.84	$4,334.84	$0.00
3854	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$111,357.60	$111,357.60	$0.00
3855	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$69,597.00	$69,597.00	$0.00
3856	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$258,381.00	$258,381.00	$0.00
3857	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$707,223.93	$707,223.93	$0.00
3858	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$10,000.00	$10,000.00	$0.00
3859	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$485,967.00	$485,967.00	$0.00
3860	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.81	$0.81	$0.00
3861	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3862	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$80,093.00	$80,093.00	$0.00
3863	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$100,799.00	$100,799.00	$0.00
3864	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$486,232.00	$486,232.00	$0.00
3865	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
3866	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$9,872.58	$9,872.58	$0.00
3867	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$152.38	$152.38	$0.00
3868	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$33,422.00	$33,422.00	$0.00
3869	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,333.00	$4,333.00	$0.00
3870	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$257,687.49	$257,687.49	$0.00
3871	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$110,792.65	$110,792.65	$0.00
3872	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$708,847.53	$708,847.53	$0.00
3873	11/15/2021	Reconciled		11/30/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$463.00	$463.00	$0.00
3874	11/15/2021	Reconciled		11/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,825.18	$10,825.18	$0.00
3875	11/15/2021	Reconciled		11/30/2021	Accounts Payable	BMO HARRIS BANK NA	$12,065.26	$12,065.26	$0.00
3876	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$79,053.46	$79,053.46	$0.00
3877	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$131,568.95	$131,568.95	$0.00
3878	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$86,773.00	$86,773.00	$0.00
3879	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$53,000.00	$53,000.00	$0.00
3880	11/22/2021	Reconciled		11/30/2021	Accounts Payable	WEX BANK - EFT	$399.84	$399.84	$0.00
3881	11/26/2021	Reconciled		11/30/2021	Accounts Payable	NATIONAL GRID	$23,414.17	$23,414.17	$0.00
3882	11/29/2021	Reconciled		11/30/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,890.04	$9,890.04	$0.00
3883	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,648.00	$4,648.00	$0.00
3884	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$85.06	$85.06	$0.00
3885	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,111.62	$1,111.62	$0.00
3886	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
3887	11/19/2021	Voided	Other	11/19/2021	Accounts Payable	WARREN COUNTY TREASURER	$42.18		
3888	11/22/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3889	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$257,687.49	$257,687.49	$0.00
3890	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,333.00	$4,333.00	$0.00
3891	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$110,179.48	$110,179.48	$0.00
3892	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$700,440.64	$700,440.64	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3893	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$3,691.00	$3,691.00	$0.00
3894	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$8,631.00	$8,631.00	$0.00
3895	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,435.00	$6,435.00	$0.00
3896	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$931,175.00	$931,175.00	$0.00
3897	12/06/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3898	12/06/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
3899	12/06/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$30,720.00	$30,720.00	$0.00
3900	12/06/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$67.26	$67.26	$0.00
3901	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$272,211.93	$272,211.93	$0.00
3902	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,392.12	$4,392.12	$0.00
3903	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$111,337.66	$111,337.66	$0.00
3904	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$715,497.44	$715,497.44	$0.00
3905	12/13/2021	Reconciled		12/31/2021	Accounts Payable	BMO HARRIS BANK NA	$13,897.21	$13,897.21	$0.00
3906	12/13/2021	Reconciled		12/31/2021	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$639.00	$639.00	$0.00
3907	12/08/2021	Reconciled		12/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$7,337,176.00	$7,337,176.00	$0.00
3908	12/17/2021	Reconciled		12/31/2021	Accounts Payable	WEX BANK - EFT	$74.17	$74.17	$0.00
3909	12/20/2021	Reconciled		12/31/2021	Accounts Payable	NATIONAL GRID	$25,111.20	$25,111.20	$0.00
3910	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$186.99	$186.99	$0.00
3911	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$29,979.00	$29,979.00	$0.00
3912	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$40.64	$40.64	$0.00
3913	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,439.70	$2,439.70	$0.00
3914	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,204.74	$137,204.74	$0.00
3915	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$78,790.87	$78,790.87	$0.00
3916	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,425.00	$15,425.00	$0.00
3917	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11.01	$11.01	$0.00
3918	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$14,920.00	$14,920.00	$0.00
3919	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$657,742.00	$657,742.00	$0.00
3920	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.19	$0.19	$0.00
3921	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$268.35	$268.35	$0.00
3922	12/20/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3923	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$267,979.20	$267,979.20	$0.00
3924	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,395.80	$4,395.80	$0.00
3925	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$115,812.20	$115,812.20	$0.00
3926	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$772,819.31	$772,819.31	$0.00
3927	12/27/2021	Reconciled		12/31/2021	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,440.46	$15,440.46	$0.00
3928	12/28/2021	Reconciled		12/31/2021	Accounts Payable	CITY OF GLENS FALLS	$238,885.87	$238,885.87	$0.00
3929	12/28/2021	Reconciled		12/31/2021	Accounts Payable	TOWN OF CHESTER	$61,163.97	$61,163.97	$0.00
3930	12/28/2021	Reconciled		12/31/2021	Accounts Payable	TOWN OF HORICON	$67,949.94	$67,949.94	$0.00
3931	12/28/2021	Reconciled		12/31/2021	Accounts Payable	TOWN OF LAKE LUZERNE	$63,555.11	$63,555.11	$0.00
3932	12/28/2021	Reconciled		12/31/2021	Accounts Payable	TOWN OF QUEENSBURY	$622,993.42	$622,993.42	$0.00
3933	12/28/2021	Reconciled		12/31/2021	Accounts Payable	TOWN OF WARRENSBURG	$55,326.16	$55,326.16	$0.00
3934	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$967.67	$967.67	$0.00
3935	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$188,774.00	$188,774.00	$0.00
3936	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$81.00	$81.00	$0.00
3937	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$285,441.00	$285,441.00	$0.00
3938	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,104.41	$1,104.41	$0.00
Type EFT Totals:					453 Transactions		$111,923,875.26	$111,920,986.64	$0.00
General - General Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	0	$0.00		$0.00	
					Reconciled	451	$111,920,986.64		$111,920,986.64	
					Voided	2	$2,888.62		$0.00	
					Total	453	$111,923,875.26		$111,920,986.64	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	451	$111,920,986.64	$111,920,986.64
	Voided	2	$2,888.62	$0.00
	Stopped	0	$0.00	$0.00
	Total	453	$111,923,875.26	$111,920,986.64

Health & Human - Health & Human Services Building

EFT

143	01/29/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.47	$0.47	$0.00
144	02/26/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.47	$0.47	$0.00
145	03/18/2021	Reconciled	03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.45	$0.45	$0.00
146	03/31/2021	Reconciled	03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.42	$0.42	$0.00
147	04/29/2021	Reconciled	04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.47	$0.47	$0.00
148	05/27/2021	Reconciled	05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.45	$0.45	$0.00
149	06/24/2021	Reconciled	06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.31	$0.31	$0.00
150	07/30/2021	Reconciled	07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.27	$0.27	$0.00
151	08/19/2021	Reconciled	08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
152	09/22/2021	Reconciled	09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
153	10/28/2021	Reconciled	10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.27	$0.27	$0.00
154	11/19/2021	Reconciled	11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
Type EFT Totals:				12 Transactions		$4.42	$4.42	$0.00

Health & Human - Health & Human Services Building Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$4.42	$4.42
	Voided	0	$0.00	$0.00
	Total	12	$4.42	$4.42

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$4.42	$4.42
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	12	$4.42	$4.42

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
HRA Copay Reimb - HRA Co-Pay Reimbursement									
EFT									
1	06/08/2021	Open			Accounts Payable	WARREN COUNTY TREASURER	$305.00		
Type EFT Totals:					1 Transactions		$305.00		
HRA Copay Reimb - HRA Co-Pay Reimbursement Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$305.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	1	$305.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$305.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$305.00	$0.00

ICS - Self Ins - Insured Cash Sweep - Self Ins									
EFT									
10	11/02/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
Type EFT Totals:					1 Transactions		$400,000.00	$400,000.00	$0.00
ICS - Self Ins - Insured Cash Sweep - Self Ins Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$400,000.00	$400,000.00
	Voided	0	$0.00	$0.00
	Total	1	$400,000.00	$400,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$400,000.00	$400,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$400,000.00	$400,000.00

Ins Cash Sweep - Insured Cash Sweep - General									
EFT									
16	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00	$1,000,000.00	$0.00
17	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00	$1,000,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18	12/20/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$500,000.00	$500,000.00	$0.00
Type EFT Totals:					3 Transactions		$2,500,000.00	$2,500,000.00	$0.00

Ins Cash Sweep - Insured Cash Sweep - General Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$2,500,000.00	$2,500,000.00
	Voided	0	$0.00	$0.00
	Total	3	$2,500,000.00	$2,500,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$2,500,000.00	$2,500,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$2,500,000.00	$2,500,000.00

Misc Trust - Miscellaneous Trust-GFN

EFT

1166	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$370.07	$370.07	$0.00
1167	01/07/2021	Reconciled	01/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$379,792.57	$379,792.57	$0.00
1168	01/07/2021	Reconciled	01/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,950.05	$67,950.05	$0.00
1169	01/20/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$401.93	$401.93	$0.00
1170	01/20/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.06	$0.06	$0.00
1171	01/21/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$251.75	$251.75	$0.00
1172	01/21/2021	Reconciled	01/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$382,487.72	$382,487.72	$0.00
1173	01/21/2021	Reconciled	01/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,688.54	$67,688.54	$0.00
1174	01/26/2021	Reconciled	01/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$62.51	$62.51	$0.00
1175	02/01/2021	Reconciled	02/28/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$73,037.72	$73,037.72	$0.00
1176	02/04/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$391.10	$391.10	$0.00
1177	02/04/2021	Reconciled	02/28/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$418,193.58	$418,193.58	$0.00
1178	02/04/2021	Reconciled	02/28/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$74,443.52	$74,443.52	$0.00
1179	02/12/2021	Reconciled	02/28/2021	Accounts Payable	BMO HARRIS BANK NA	$130.83	$130.83	$0.00
1180	02/12/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$28,914.06	$28,914.06	$0.00
1181	02/12/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,121.86	$7,121.86	$0.00
1182	02/12/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$14.76	$14.76	$0.00
1183	02/18/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$453.33	$453.33	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1184	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.55	$0.55	$0.00
1185	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1186	02/18/2021	Reconciled		02/28/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$387,307.60	$387,307.60	$0.00
1187	02/18/2021	Reconciled		02/28/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,609.78	$67,609.78	$0.00
1188	02/22/2021	Reconciled		02/28/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$73,206.73	$73,206.73	$0.00
1189	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$227.09	$227.09	$0.00
1190	03/04/2021	Reconciled		03/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$379,044.70	$379,044.70	$0.00
1191	03/04/2021	Reconciled		03/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,019.43	$67,019.43	$0.00
1192	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1193	03/08/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$225.81	$225.81	$0.00
1194	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$534.08	$534.08	$0.00
1195	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$305.34	$305.34	$0.00
1196	03/15/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$296.38	$296.38	$0.00
1197	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$450.51	$450.51	$0.00
1198	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$31,065.28	$31,065.28	$0.00
1199	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.42	$0.42	$0.00
1200	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$131.64	$131.64	$0.00
1201	03/18/2021	Reconciled		03/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$365,563.33	$365,563.33	$0.00
1202	03/18/2021	Reconciled		03/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$64,734.63	$64,734.63	$0.00
1203	03/30/2021	Reconciled		03/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$70,539.25	$70,539.25	$0.00
1204	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$31,889.22	$31,889.22	$0.00
1205	04/01/2021	Reconciled		04/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$400,833.03	$400,833.03	$0.00
1206	04/01/2021	Reconciled		04/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$69,817.28	$69,817.28	$0.00
1207	04/09/2021	Reconciled		04/30/2021	Accounts Payable	NYS COMPTROLLER	$293.45	$293.45	$0.00
1208	04/09/2021	Reconciled		04/30/2021	Accounts Payable	NYS COMPTROLLER	$1,418.92	$1,418.92	$0.00
1209	04/09/2021	Reconciled		04/30/2021	Accounts Payable	NYS COMPTROLLER	$2,859.16	$2,859.16	$0.00
1210	04/15/2021	Reconciled		04/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$345,018.12	$345,018.12	$0.00
1211	04/15/2021	Reconciled		04/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$60,339.91	$60,339.91	$0.00
1212	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$314.56	$314.56	$0.00
1213	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1214	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,765.39	$2,765.39	$0.00
1215	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$475.60	$475.60	$0.00
1216	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$529.18	$529.18	$0.00
1217	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$204.78	$204.78	$0.00
1218	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$556.74	$556.74	$0.00
1219	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$286.09	$286.09	$0.00
1220	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$105.94	$105.94	$0.00
1221	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$343.02	$343.02	$0.00
1222	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$137.75	$137.75	$0.00
1223	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$182.02	$182.02	$0.00
1224	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$178.27	$178.27	$0.00
1225	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$90.73	$90.73	$0.00
1226	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$51.90	$51.90	$0.00
1227	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$457.34	$457.34	$0.00
1228	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$406.85	$406.85	$0.00
1229	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$172.76	$172.76	$0.00
1230	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$348.21	$348.21	$0.00
1231	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1232	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,133.31	$1,133.31	$0.00
1233	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$341.80	$341.80	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1234	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$399.17	$399.17	$0.00
1235	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$83.22	$83.22	$0.00
1236	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$272.60	$272.60	$0.00
1237	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$247.15	$247.15	$0.00
1238	04/19/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$34.15	$34.15	$0.00
1239	04/29/2021	Reconciled		04/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$353,284.56	$353,284.56	$0.00
1240	04/29/2021	Reconciled		04/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$62,470.61	$62,470.61	$0.00
1241	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$180.83	$180.83	$0.00
1242	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.32	$520.32	$0.00
1243	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$200,000.00	$200,000.00	$0.00
1244	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$759.95	$759.95	$0.00
1245	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$31,046.93	$31,046.93	$0.00
1246	04/30/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1.04	$1.04	$0.00
1247	04/30/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1248	05/03/2021	Reconciled		05/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$107,284.41	$107,284.41	$0.00
1249	05/10/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$8.80	$8.80	$0.00
1250	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$78.45	$78.45	$0.00
1251	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$71.49	$71.49	$0.00
1252	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$62.42	$62.42	$0.00
1253	05/13/2021	Reconciled		05/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$359,540.93	$359,540.93	$0.00
1254	05/13/2021	Reconciled		05/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$63,480.17	$63,480.17	$0.00
1255	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$147.19	$147.19	$0.00
1256	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$89.80	$89.80	$0.00
1257	05/27/2021	Reconciled		05/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$356,235.52	$356,235.52	$0.00
1258	05/27/2021	Reconciled		05/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$62,855.66	$62,855.66	$0.00
1259	05/28/2021	Reconciled		05/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$71,102.13	$71,102.13	$0.00
1260	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$474.48	$474.48	$0.00
1261	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$38.71	$38.71	$0.00
1262	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$3.82	$3.82	$0.00
1263	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.12	$0.12	$0.00
1264	06/10/2021	Reconciled		06/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$378,267.96	$378,267.96	$0.00
1265	06/10/2021	Reconciled		06/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$66,377.59	$66,377.59	$0.00
1266	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$58.87	$58.87	$0.00
1267	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$38.71	$38.71	$0.00
1268	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$680.91	$680.91	$0.00
1269	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$543.29	$543.29	$0.00
1270	06/25/2021	Reconciled		06/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$360,624.14	$360,624.14	$0.00
1271	06/25/2021	Reconciled		06/30/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$70,964.37	$70,964.37	$0.00
1272	06/30/2021	Reconciled		06/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$63,620.33	$63,620.33	$0.00
1273	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.65	$0.65	$0.00
1274	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$759.95	$759.95	$0.00
1275	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$759.95	$759.95	$0.00
1276	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$192.18	$192.18	$0.00
1277	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,209.10	$15,209.10	$0.00
1278	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$79.90	$79.90	$0.00
1279	07/08/2021	Reconciled		07/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,647.31	$71,647.31	$0.00
1280	07/09/2021	Reconciled		07/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$405,127.92	$405,127.92	$0.00
1281	07/16/2021	Reconciled		07/31/2021	Accounts Payable	BMO HARRIS BANK NA	$271.96	$271.96	$0.00
1282	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$76.16	$76.16	$0.00
1283	07/16/2021	Reconciled		07/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$30,113.53	$30,113.53	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1284	07/21/2021	Reconciled		07/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$5,688.04	$5,688.04	$0.00
1285	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$197.64	$197.64	$0.00
1286	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.25	$0.25	$0.00
1287	07/22/2021	Reconciled		07/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,559.18	$67,559.18	$0.00
1288	07/23/2021	Reconciled		07/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$383,100.96	$383,100.96	$0.00
1289	07/26/2021	Reconciled		07/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$79,975.93	$79,975.93	$0.00
1290	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$156.02	$156.02	$0.00
1291	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$315.81	$315.81	$0.00
1292	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$859.70	$859.70	$0.00
1293	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$252.89	$252.89	$0.00
1294	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$9.24	$9.24	$0.00
1295	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$72.91	$72.91	$0.00
1296	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$213.21	$213.21	$0.00
1297	08/05/2021	Reconciled		08/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$65,781.46	$65,781.46	$0.00
1298	08/06/2021	Reconciled		08/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$374,382.85	$374,382.85	$0.00
1299	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1300	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$195.44	$195.44	$0.00
1301	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1302	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
1303	08/19/2021	Reconciled		08/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$66,781.34	$66,781.34	$0.00
1304	08/20/2021	Reconciled		08/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$383,117.66	$383,117.66	$0.00
1305	08/23/2021	Reconciled		08/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$74,009.55	$74,009.55	$0.00
1306	09/02/2021	Reconciled		09/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$72,106.92	$72,106.92	$0.00
1307	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$84.40	$84.40	$0.00
1308	09/03/2021	Reconciled		09/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$409,149.66	$409,149.66	$0.00
1309	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$124.38	$124.38	$0.00
1310	09/16/2021	Reconciled		09/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$70,997.94	$70,997.94	$0.00
1311	09/17/2021	Reconciled		09/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$397,851.19	$397,851.19	$0.00
1312	09/17/2021	Reconciled		09/30/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$75,175.43	$75,175.43	$0.00
1313	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$407.22	$407.22	$0.00
1314	09/22/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1315	09/27/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$154,328.26	$154,328.26	$0.00
1316	09/29/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$19,084.60	$19,084.60	$0.00
1317	09/29/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$77.01	$77.01	$0.00
1318	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$337.59	$337.59	$0.00
1319	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.17	$0.17	$0.00
1320	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1321	09/30/2021	Reconciled		09/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$69,312.39	$69,312.39	$0.00
1322	09/30/2021	Reconciled		09/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$19,084.85	$19,084.85	$0.00
1323	10/01/2021	Reconciled		10/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$391,297.82	$391,297.82	$0.00
1324	10/14/2021	Reconciled		10/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,629.80	$67,629.80	$0.00
1325	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$195.74	$195.74	$0.00
1326	10/15/2021	Reconciled		10/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$383,021.42	$383,021.42	$0.00
1327	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$30,856.01	$30,856.01	$0.00
1328	10/21/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.50	$0.50	$0.00
1329	10/22/2021	Reconciled		10/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$9,053.62	$9,053.62	$0.00
1330	10/22/2021	Reconciled		10/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$106,230.22	$106,230.22	$0.00
1331	10/25/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.08	$0.08	$0.00
1332	10/27/2021	Reconciled		10/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$19,389.85	$19,389.85	$0.00
1333	10/27/2021	Reconciled		10/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$1,387.32	$1,387.32	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1334	10/27/2021	Reconciled		10/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,822.84	$68,822.84	$0.00
1335	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$346.48	$346.48	$0.00
1336	10/28/2021	Reconciled		10/31/2021	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$12,531.46	$12,531.46	$0.00
1337	10/29/2021	Reconciled		10/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$387,760.96	$387,760.96	$0.00
1338	11/01/2021	Reconciled		11/30/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$119,165.85	$119,165.85	$0.00
1339	11/05/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$92.58	$92.58	$0.00
1340	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$368.69	$368.69	$0.00
1341	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$29,464.35	$29,464.35	$0.00
1342	11/10/2021	Reconciled		11/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,337.85	$68,337.85	$0.00
1343	11/12/2021	Reconciled		11/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$385,252.28	$385,252.28	$0.00
1344	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$85.05	$85.05	$0.00
1345	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$151.03	$151.03	$0.00
1346	11/24/2021	Reconciled		11/30/2021	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$12,168.79	$12,168.79	$0.00
1347	11/24/2021	Reconciled		11/30/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$67,950.69	$67,950.69	$0.00
1348	11/26/2021	Reconciled		11/30/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$381,808.56	$381,808.56	$0.00
1349	11/26/2021	Reconciled		11/30/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$75,826.20	$75,826.20	$0.00
1350	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1351	11/30/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.70	$0.70	$0.00
1352	12/09/2021	Reconciled		12/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$69,048.06	$69,048.06	$0.00
1353	12/10/2021	Reconciled		12/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$388,491.50	$388,491.50	$0.00
1354	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$533.96	$533.96	$0.00
1355	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$30,607.30	$30,607.30	$0.00
1356	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1357	12/22/2021	Reconciled		12/31/2021	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$72,096.27	$72,096.27	$0.00
1358	12/23/2021	Reconciled		12/31/2021	Accounts Payable	ELECT FED TAX PAYT SYS	$404,976.73	$404,976.73	$0.00
1359	12/23/2021	Reconciled		12/31/2021	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,004.34	$15,004.34	$0.00
1360	12/24/2021	Reconciled		12/31/2021	Accounts Payable	NYS RETIREMENT SYSTEM	$77,307.57	$77,307.57	$0.00
1361	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1362	12/30/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$13.37	$13.37	$0.00
Type EFT Totals:					197 Transactions		$13,535,777.46	$13,535,777.46	$0.00
Misc Trust - Miscellaneous Trust-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	197	$13,535,777.46	$13,535,777.46
	Voided	0	$0.00	$0.00
	Total	197	$13,535,777.46	$13,535,777.46

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	197	$13,535,777.46	$13,535,777.46
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	197	$13,535,777.46	$13,535,777.46

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Residential Hall - Residential Hall-GFN									
EFT									
3	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$131.20	$131.20	$0.00
Type EFT Totals:					1 Transactions		$131.20	$131.20	$0.00
Residential Hall - Residential Hall-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$131.20	$131.20
	Voided	0	$0.00	$0.00
	Total	1	$131.20	$131.20

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$131.20	$131.20
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$131.20	$131.20

Self Insurance - Self Insurance									
EFT									
645	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,407.91	$6,407.91	$0.00
646	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$450.27	$450.27	$0.00
647	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
648	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$70.34	$70.34	$0.00
649	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$711.99	$711.99	$0.00
650	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
651	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.60	$520.60	$0.00
652	01/21/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.89	$7,119.89	$0.00
653	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
654	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$564.98	$564.98	$0.00
655	02/04/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
656	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
657	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.61	$520.61	$0.00
658	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
659	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
660	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.61	$520.61	$0.00
661	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
662	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
663	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.59	$520.59	$0.00
664	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
665	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
666	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.60	$520.60	$0.00
667	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
668	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
669	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.60	$520.60	$0.00
670	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
671	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
672	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.60	$520.60	$0.00
673	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
674	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
675	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.61	$520.61	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
676	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
677	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$987.05	$987.05	$0.00
678	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
679	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.57	$520.57	$0.00
680	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
681	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$987.05	$987.05	$0.00
682	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
683	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.62	$520.62	$0.00
684	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
685	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$987.05	$987.05	$0.00
686	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
687	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.59	$520.59	$0.00
688	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
689	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$987.05	$987.05	$0.00
690	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
691	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$520.61	$520.61	$0.00
692	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$987.05	$987.05	$0.00
693	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,119.90	$7,119.90	$0.00
694	07/19/2021	Reconciled		07/31/2021	Accounts Payable	KELLY, ADAM, J	$411.98	$411.98	$0.00
695	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$50.68	$50.68	$0.00
696	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$662.46	$662.46	$0.00
697	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
698	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.82	$528.82	$0.00
699	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,227.51	$7,227.51	$0.00
700	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$998.35	$998.35	$0.00
701	08/02/2021	Reconciled		08/10/2021	Accounts Payable	KELLY, ADAM, J	$823.95	$823.95	$0.00
702	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
703	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.10	$528.10	$0.00
704	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.01	$7,218.01	$0.00
705	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
706	08/16/2021	Reconciled		08/31/2021	Accounts Payable	KELLY, ADAM, J	$823.95	$823.95	$0.00
707	08/16/2021	Reconciled		08/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
708	08/16/2021	Reconciled		08/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
709	08/16/2021	Reconciled		08/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
710	08/13/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,120.42	$1,120.42	$0.00
711	08/20/2021	Reconciled		08/31/2021	Accounts Payable	NORTON, KEVIN, P	$1,413.87	$1,413.87	$0.00
712	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
713	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.11	$528.11	$0.00
714	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.00	$7,218.00	$0.00
715	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
716	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$69.56	$69.56	$0.00
717	08/30/2021	Reconciled		08/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
718	08/30/2021	Reconciled		08/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
719	08/30/2021	Reconciled		08/31/2021	Accounts Payable	DEZALIA, CHAD	$710.19	$710.19	$0.00
720	08/30/2021	Reconciled		08/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
721	08/30/2021	Reconciled		08/31/2021	Accounts Payable	NORTON, KEVIN, P	$899.74	$899.74	$0.00
722	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
723	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$572.48	$572.48	$0.00
724	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.00	$7,218.00	$0.00
725	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
726	09/13/2021	Reconciled		09/30/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
727	09/13/2021	Reconciled		09/30/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
728	09/13/2021	Reconciled		09/30/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
729	09/13/2021	Reconciled		09/30/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
730	09/13/2021	Reconciled		09/30/2021	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
731	09/17/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
732	09/17/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.11	$528.11	$0.00
733	09/17/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.02	$7,218.02	$0.00
734	09/17/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
735	09/27/2021	Reconciled		09/30/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
736	09/27/2021	Reconciled		09/30/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
737	09/27/2021	Reconciled		09/30/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
738	09/27/2021	Reconciled		09/30/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
739	09/27/2021	Reconciled		09/30/2021	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
740	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
741	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.12	$528.12	$0.00
742	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.01	$7,218.01	$0.00
743	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
744	10/12/2021	Reconciled		10/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
745	10/12/2021	Reconciled		10/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
746	10/12/2021	Reconciled		10/31/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
747	10/12/2021	Reconciled		10/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
748	10/12/2021	Reconciled		10/31/2021	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
749	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
750	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.10	$528.10	$0.00
751	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.00	$7,218.00	$0.00
752	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
753	10/25/2021	Reconciled		10/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
754	10/25/2021	Reconciled		10/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
755	10/25/2021	Reconciled		10/31/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
756	10/25/2021	Reconciled		10/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
757	10/25/2021	Reconciled		10/31/2021	Accounts Payable	NORTON, KEVIN, P	$706.92	$706.92	$0.00
758	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
759	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$528.10	$528.10	$0.00
760	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.01	$7,218.01	$0.00
761	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
762	11/08/2021	Reconciled		11/30/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
763	11/08/2021	Reconciled		11/30/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
764	11/08/2021	Reconciled		11/30/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
765	11/08/2021	Reconciled		11/30/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
766	11/08/2021	Reconciled		11/30/2021	Accounts Payable	NORTON, KEVIN, P	$642.66	$642.66	$0.00
767	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
768	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
769	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$526.23	$526.23	$0.00
770	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.01	$7,218.01	$0.00
771	11/22/2021	Reconciled		11/30/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
772	11/22/2021	Reconciled		11/30/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
773	11/22/2021	Reconciled		11/30/2021	Accounts Payable	DEZALIA, CHAD	$1,420.38	$1,420.38	$0.00
774	11/22/2021	Reconciled		11/30/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
775	11/22/2021	Reconciled		11/30/2021	Accounts Payable	NORTON, KEVIN, P	$642.66	$642.66	$0.00

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
776	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,974.10	$1,974.10	$0.00
777	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,955.63	$1,955.63	$0.00
778	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$526.23	$526.23	$0.00
779	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.00	$7,218.00	$0.00
780	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
781	12/06/2021	Reconciled		12/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
782	12/06/2021	Reconciled		12/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
783	12/06/2021	Reconciled		12/31/2021	Accounts Payable	DEZALIA, CHAD	$994.27	$994.27	$0.00
784	12/06/2021	Reconciled		12/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
785	12/06/2021	Reconciled		12/31/2021	Accounts Payable	NORTON, KEVIN, P	$835.46	$835.46	$0.00
786	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,402.27	$2,402.27	$0.00
787	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$526.22	$526.22	$0.00
788	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,218.00	$7,218.00	$0.00
789	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
790	12/20/2021	Reconciled		12/31/2021	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
791	12/20/2021	Reconciled		12/31/2021	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
792	12/20/2021	Reconciled		12/31/2021	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
793	12/20/2021	Reconciled		12/31/2021	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
794	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$6,038.88	$6,038.88	$0.00
795	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
796	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,744.25	$7,744.25	$0.00
797	12/22/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
798	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$477.58	$477.58	$0.00
Type EFT Totals:					154 Transactions		$312,249.07	$312,249.07	$0.00

Self Insurance - Self Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	154	$312,249.07	$312,249.07
	Voided	0	$0.00	$0.00
	Total	154	$312,249.07	$312,249.07

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	154	$312,249.07	$312,249.07
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	154	$312,249.07	$312,249.07

Soc Srv SSI Ben - Social Services SSI Benefits-GFN

EFT								
2	01/25/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$796.00	$796.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,219.68	$1,219.68	$0.00
Type EFT Totals:					2 Transactions		$2,015.68	$2,015.68	$0.00

Soc Srv SSI Ben - Social Services SSI Benefits-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$2,015.68	$2,015.68
	Voided	0	$0.00	$0.00
	Total	2	$2,015.68	$2,015.68

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$2,015.68	$2,015.68
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$2,015.68	$2,015.68

Social Services - Social Services-GFN

EFT

564	01/04/2021	Reconciled	01/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$199,085.00	$199,085.00	$0.00
565	01/04/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$136,000.00	$136,000.00	$0.00
566	01/11/2021	Reconciled	01/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$199,085.00	$199,085.00	$0.00
567	01/15/2021	Reconciled	01/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
568	01/25/2021	Reconciled	01/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
569	02/01/2021	Reconciled	02/28/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
570	02/01/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$136,000.00	$136,000.00	$0.00
571	02/08/2021	Reconciled	02/28/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
572	02/12/2021	Reconciled	02/28/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
573	02/22/2021	Reconciled	02/28/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
574	03/01/2021	Reconciled	03/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
575	03/01/2021	Reconciled	03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$122,000.00	$122,000.00	$0.00
576	03/08/2021	Reconciled	03/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
577	03/15/2021	Reconciled	03/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
578	03/22/2021	Reconciled	03/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
579	03/29/2021	Reconciled	03/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
580	04/01/2021	Reconciled	04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$135,000.00	$135,000.00	$0.00
581	04/05/2021	Reconciled	04/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
582	04/12/2021	Reconciled		04/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
583	04/19/2021	Reconciled		04/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
584	04/26/2021	Reconciled		04/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
585	05/03/2021	Reconciled		05/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
586	05/03/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$134,000.00	$134,000.00	$0.00
587	05/10/2021	Reconciled		05/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
588	05/17/2021	Reconciled		05/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
589	05/24/2021	Reconciled		05/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$174,338.00	$174,338.00	$0.00
590	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$10,175.00	$10,175.00	$0.00
591	05/27/2021	Reconciled		05/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
592	06/01/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,000.00	$137,000.00	$0.00
593	06/07/2021	Reconciled		06/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
594	06/14/2021	Reconciled		06/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
595	06/21/2021	Reconciled		06/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
596	06/21/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$9,789.00	$9,789.00	$0.00
597	06/28/2021	Reconciled		06/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
598	07/01/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$131,000.00	$131,000.00	$0.00
599	07/02/2021	Reconciled		07/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
600	07/09/2021	Reconciled		07/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
601	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$22.44	$22.44	$0.00
602	07/16/2021	Reconciled		07/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
603	07/16/2021	Reconciled		07/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
604	08/02/2021	Reconciled		08/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
605	08/02/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,000.00	$137,000.00	$0.00
606	08/06/2021	Reconciled		08/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
607	08/16/2021	Reconciled		08/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
608	08/20/2021	Reconciled		08/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
609	08/30/2021	Reconciled		08/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
610	09/01/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$137,000.00	$137,000.00	$0.00
611	09/03/2021	Reconciled		09/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
612	09/10/2021	Reconciled		09/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
613	09/20/2021	Reconciled		09/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
614	09/27/2021	Reconciled		09/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
615	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$131,000.00	$131,000.00	$0.00
616	10/04/2021	Reconciled		10/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
617	10/08/2021	Reconciled		10/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
618	10/18/2021	Reconciled		10/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
619	10/25/2021	Reconciled		10/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
620	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11,098.00	$11,098.00	$0.00
621	11/01/2021	Reconciled		11/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,315.00	$211,315.00	$0.00
622	11/01/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$135,000.00	$135,000.00	$0.00
623	11/08/2021	Reconciled		11/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
624	11/15/2021	Reconciled		11/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
625	11/22/2021	Reconciled		11/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
626	11/29/2021	Reconciled		11/30/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
627	12/01/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$132,000.00	$132,000.00	$0.00
628	12/06/2021	Reconciled		12/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
629	12/13/2021	Reconciled		12/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
630	12/17/2021	Reconciled		12/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
631	12/27/2021	Reconciled		12/31/2021	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
632	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,268.04	$1,268.04	$0.00
Type EFT Totals:					69 Transactions		$11,711,997.48	$11,711,997.48	$0.00
Social Services - Social Services-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$11,711,997.48	$11,711,997.48
	Voided	0	$0.00	$0.00
	Total	69	$11,711,997.48	$11,711,997.48

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$11,711,997.48	$11,711,997.48
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$11,711,997.48	$11,711,997.48

SUNY Adk NSTEM - SUNY Adirondk NSTEM Bond

EFT

3	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$52,034.46	$52,034.46	$0.00
Type EFT Totals:					1 Transactions		$52,034.46	$52,034.46	$0.00
SUNY Adk NSTEM - SUNY Adirondk NSTEM Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$52,034.46	$52,034.46
	Voided	0	$0.00	$0.00
	Total	1	$52,034.46	$52,034.46

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$52,034.46	$52,034.46
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$52,034.46	$52,034.46

Tourism - Tourism

EFT

368	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$12,605.24	$12,605.24	$0.00
369	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$913.17	$913.17	$0.00
370	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
371	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$132.38	$132.38	$0.00
372	01/07/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,334.46	$1,334.46	$0.00
373	01/15/2021	Reconciled	01/31/2021	Accounts Payable	BMO HARRIS BANK NA	$8,101.90	$8,101.90	$0.00
374	01/21/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
375	01/21/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,047.31	$1,047.31	$0.00
376	01/21/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,962.68	$13,962.68	$0.00
377	01/29/2021	Reconciled	01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$23.77	$23.77	$0.00
378	02/04/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
379	02/04/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,076.04	$1,076.04	$0.00
380	02/04/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,595.08	$13,595.08	$0.00
381	02/12/2021	Reconciled	02/28/2021	Accounts Payable	BMO HARRIS BANK NA	$10,504.48	$10,504.48	$0.00
382	02/18/2021	Reconciled	02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
383	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,033.25	$1,033.25	$0.00
384	02/18/2021	Reconciled		02/28/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,778.88	$13,778.88	$0.00
385	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
386	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,039.42	$1,039.42	$0.00
387	03/04/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,859.65	$13,859.65	$0.00
388	03/15/2021	Reconciled		03/31/2021	Accounts Payable	BMO HARRIS BANK NA	$4,035.75	$4,035.75	$0.00
389	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
390	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,047.28	$1,047.28	$0.00
391	03/18/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,962.65	$13,962.65	$0.00
392	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
393	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,047.32	$1,047.32	$0.00
394	04/01/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,962.68	$13,962.68	$0.00
395	04/16/2021	Reconciled		04/30/2021	Accounts Payable	BMO HARRIS BANK NA	$785.94	$785.94	$0.00
396	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
397	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,047.33	$1,047.33	$0.00
398	04/15/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,962.71	$13,962.71	$0.00
399	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,404.82	$2,404.82	$0.00
400	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,047.30	$1,047.30	$0.00
401	04/29/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$13,962.65	$13,962.65	$0.00
402	04/30/2021	Reconciled		04/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$53.60	$53.60	$0.00
403	05/10/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$90.61	$90.61	$0.00
404	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$8,739.99	$8,739.99	$0.00
405	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,667.88	$2,667.88	$0.00
406	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,217.47	$1,217.47	$0.00
407	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,341.66	$16,341.66	$0.00
408	05/13/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,583.35	$2,583.35	$0.00
409	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,667.88	$2,667.88	$0.00
410	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,217.46	$1,217.46	$0.00
411	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,341.66	$16,341.66	$0.00
412	05/27/2021	Reconciled		05/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,583.35	$2,583.35	$0.00
413	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$20.00	$20.00	$0.00
414	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,667.88	$2,667.88	$0.00
415	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,238.11	$1,238.11	$0.00
416	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,504.33	$16,504.33	$0.00
417	06/10/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,621.91	$2,621.91	$0.00
418	06/14/2021	Reconciled		06/30/2021	Accounts Payable	BMO HARRIS BANK NA	$6,916.61	$6,916.61	$0.00
419	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,667.88	$2,667.88	$0.00
420	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,167.07	$1,167.07	$0.00
421	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,574.91	$15,574.91	$0.00
422	06/24/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,463.88	$2,463.88	$0.00
423	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,667.88	$2,667.88	$0.00
424	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,223.23	$1,223.23	$0.00
425	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,596.21	$2,596.21	$0.00
426	07/08/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,310.05	$16,310.05	$0.00
427	07/16/2021	Reconciled		07/31/2021	Accounts Payable	BMO HARRIS BANK NA	$10,077.16	$10,077.16	$0.00
428	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$163.61	$163.61	$0.00
429	07/15/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,138.23	$2,138.23	$0.00
430	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
431	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,246.03	$1,246.03	$0.00
432	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,651.42	$16,651.42	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
433	07/22/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,645.46	$2,645.46	$0.00
434	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
435	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,244.96	$1,244.96	$0.00
436	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,603.91	$16,603.91	$0.00
437	08/05/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
438	08/13/2021	Reconciled		08/31/2021	Accounts Payable	BMO HARRIS BANK NA	$8,509.86	$8,509.86	$0.00
439	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
440	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,246.29	$1,246.29	$0.00
441	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,622.03	$16,622.03	$0.00
442	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
443	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$304.50	$304.50	$0.00
444	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,677.89	$2,677.89	$0.00
445	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,312.20	$1,312.20	$0.00
446	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,622.01	$16,622.01	$0.00
447	09/02/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
448	09/13/2021	Reconciled		09/30/2021	Accounts Payable	BMO HARRIS BANK NA	$17,362.43	$17,362.43	$0.00
449	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
450	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,234.45	$1,234.45	$0.00
451	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,466.90	$16,466.90	$0.00
452	09/16/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,613.46	$2,613.46	$0.00
453	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
454	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,243.14	$1,243.14	$0.00
455	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,580.28	$16,580.28	$0.00
456	09/30/2021	Reconciled		09/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,633.65	$2,633.65	$0.00
457	10/08/2021	Reconciled		10/31/2021	Accounts Payable	BMO HARRIS BANK NA	$13,317.75	$13,317.75	$0.00
458	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
459	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,157.20	$1,157.20	$0.00
460	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$15,457.84	$15,457.84	$0.00
461	10/14/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,431.61	$2,431.61	$0.00
462	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
463	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,246.30	$1,246.30	$0.00
464	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,622.02	$16,622.02	$0.00
465	10/28/2021	Reconciled		10/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
466	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
467	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
468	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,241.57	$1,241.57	$0.00
469	11/10/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,622.03	$16,622.03	$0.00
470	11/15/2021	Reconciled		11/30/2021	Accounts Payable	BMO HARRIS BANK NA	$21,138.80	$21,138.80	$0.00
471	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$62.84	$62.84	$0.00
472	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
473	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,657.79	$2,657.79	$0.00
474	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,226.75	$1,226.75	$0.00
475	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,427.98	$16,427.98	$0.00
476	11/24/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,606.24	$2,606.24	$0.00
477	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$4,310.27	$4,310.27	$0.00
478	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
479	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,241.55	$1,241.55	$0.00
480	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,622.04	$16,622.04	$0.00
481	12/09/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,641.16	$2,641.16	$0.00
482	12/13/2021	Reconciled		12/31/2021	Accounts Payable	BMO HARRIS BANK NA	$5,004.14	$5,004.14	$0.00

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
483	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
484	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,229.31	$1,229.31	$0.00
485	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$16,461.67	$16,461.67	$0.00
486	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,609.57	$2,609.57	$0.00
Type EFT Totals:					119 Transactions		$667,110.28	$667,110.28	$0.00

Tourism - Tourism Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	119	$667,110.28	$667,110.28
	Voided	0	$0.00	$0.00
	Total	119	$667,110.28	$667,110.28

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	119	$667,110.28	$667,110.28
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	119	$667,110.28	$667,110.28

Warren Co Health - Warren County Health Insurance

EFT

88	01/07/2021	Reconciled		01/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$53.56	$53.56	$0.00
89	03/12/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$50.23	$50.23	$0.00
90	06/30/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$506.86	$506.86	$0.00
91	07/30/2021	Reconciled		07/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$553.54	$553.54	$0.00
Type EFT Totals:					4 Transactions		$1,164.19	$1,164.19	$0.00

Warren Co Health - Warren County Health Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	4	$1,164.19	$1,164.19
	Voided	0	$0.00	$0.00
	Total	4	$1,164.19	$1,164.19

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	4	$1,164.19	$1,164.19
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	4	$1,164.19	$1,164.19

WIA - WIA-GFN

EFT

66	01/15/2021	Reconciled		01/31/2021	Accounts Payable	BMO HARRIS BANK NA	$109.98	$109.98	$0.00
67	02/12/2021	Reconciled		02/28/2021	Accounts Payable	BMO HARRIS BANK NA	$119.98	$119.98	$0.00
68	03/15/2021	Reconciled		03/31/2021	Accounts Payable	BMO HARRIS BANK NA	$509.98	$509.98	$0.00
69	03/31/2021	Reconciled		03/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$2,197.35	$2,197.35	$0.00
70	04/16/2021	Reconciled		04/30/2021	Accounts Payable	BMO HARRIS BANK NA	$119.98	$119.98	$0.00
71	05/14/2021	Reconciled		05/31/2021	Accounts Payable	BMO HARRIS BANK NA	$248.13	$248.13	$0.00
72	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$250.00	$250.00	$0.00
73	06/08/2021	Reconciled		06/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$1,385.94	$1,385.94	$0.00
74	06/14/2021	Reconciled		06/30/2021	Accounts Payable	BMO HARRIS BANK NA	$528.87	$528.87	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
75	07/16/2021	Reconciled		07/31/2021	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
76	08/13/2021	Reconciled		08/31/2021	Accounts Payable	BMO HARRIS BANK NA	$695.60	$695.60	$0.00
77	08/19/2021	Reconciled		08/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$507.69	$507.69	$0.00
78	09/13/2021	Reconciled		09/30/2021	Accounts Payable	BMO HARRIS BANK NA	$1,290.32	$1,290.32	$0.00
79	10/08/2021	Reconciled		10/31/2021	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
80	11/15/2021	Reconciled		11/30/2021	Accounts Payable	BMO HARRIS BANK NA	$429.78	$429.78	$0.00
81	11/19/2021	Reconciled		11/30/2021	Accounts Payable	WARREN COUNTY TREASURER	$3,220.78	$3,220.78	$0.00
82	12/13/2021	Reconciled		12/31/2021	Accounts Payable	BMO HARRIS BANK NA	$115.08	$115.08	$0.00
83	12/15/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$7,477.92	$7,477.92	$0.00
84	12/23/2021	Reconciled		12/31/2021	Accounts Payable	WARREN COUNTY TREASURER	$11.25	$11.25	$0.00
Type EFT Totals:					19 Transactions		$19,478.59	$19,478.59	$0.00
WIA - WIA-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	19	$19,478.59	$19,478.59
	Voided	0	$0.00	$0.00
	Total	19	$19,478.59	$19,478.59

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	19	$19,478.59	$19,478.59
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	19	$19,478.59	$19,478.59

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**1**	**$305.00**	**$0.00**
	Reconciled	**1063**	**$145,107,784.47**	**$145,107,784.47**
	Voided	**2**	**$2,888.62**	**$0.00**
	Total	**1066**	**$145,110,978.09**	**$145,107,784.47**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**1**	**$305.00**	**$0.00**
	Reconciled	**1063**	**$145,107,784.47**	**$145,107,784.47**
	Voided	**2**	**$2,888.62**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1066**	**$145,110,978.09**	**$145,107,784.47**

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
'22 Pub Imp Bond - Paving, Retaining Wall & Country									
EFT									
0	07/14/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$328.10	$328.10	$0.00
1	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$317.22	$317.22	$0.00
2	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$328.61	$328.61	$0.00
3	11/04/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$327.18	$327.18	$0.00
4	11/30/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$313.07	$313.07	$0.00
5	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$322.24	$322.24	$0.00
Type EFT Totals:					6 Transactions		$1,936.42	$1,936.42	$0.00

'22 Pub Imp Bond - Paving, Retaining Wall & Country Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	6	$1,936.42	$1,936.42
	Voided	0	$0.00	$0.00
	Total	6	$1,936.42	$1,936.42

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	6	$1,936.42	$1,936.42
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	6	$1,936.42	$1,936.42

Corinth Road Rec - Corinth Road Reconstruction-BAN									
EFT									
3	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.17	$0.17	$0.00
Type EFT Totals:					1 Transactions		$0.17	$0.17	$0.00

Corinth Road Rec - Corinth Road Reconstruction-BAN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$0.17	$0.17
	Voided	0	$0.00	$0.00
	Total	1	$0.17	$0.17

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$0.17	$0.17
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$0.17	$0.17

Court Exp Bond - Court Expansion Bond									
EFT									
82	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$34.95	$34.95	$0.00
83	01/31/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$34.65	$34.65	$0.00
84	02/28/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$33.33	$33.33	$0.00
85	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$29.60	$29.60	$0.00
86	05/27/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$50.68	$50.68	$0.00
87	07/14/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$51.55	$51.55	$0.00
88	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$49.83	$49.83	$0.00
89	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$51.58	$51.58	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90	11/04/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$51.22	$51.22	$0.00
91	11/30/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$48.92	$48.92	$0.00
92	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$50.96	$50.96	$0.00
Type EFT Totals:					11 Transactions		$487.27	$487.27	$0.00

Court Exp Bond - Court Expansion Bond Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	11	$487.27	$487.27
	Voided	0	$0.00	$0.00
	Total	11	$487.27	$487.27

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	11	$487.27	$487.27
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	11	$487.27	$487.27

Debt Service - Debt Service

EFT

149	01/14/2022	Reconciled	01/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$54,125.00	$54,125.00	$0.00
150	01/31/2022	Reconciled	01/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$176,925.00	$176,925.00	$0.00
151	01/31/2022	Reconciled	01/31/2022	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$615,000.00	$615,000.00	$0.00
152	04/14/2022	Reconciled	04/30/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$83,531.25	$83,531.25	$0.00
153	04/14/2022	Reconciled	04/30/2022	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$370,000.00	$370,000.00	$0.00
154	05/27/2022	Reconciled	05/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$242,675.00	$242,675.00	$0.00
155	07/14/2022	Reconciled	07/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$54,125.00	$54,125.00	$0.00
156	07/14/2022	Reconciled	07/31/2022	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$1,080,000.00	$1,080,000.00	$0.00
157	07/29/2022	Reconciled	07/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$167,700.00	$167,700.00	$0.00
158	10/13/2022	Reconciled	10/31/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$79,831.25	$79,831.25	$0.00
159	11/30/2022	Reconciled	11/30/2022	Accounts Payable	CEDE & CO.- INTEREST ACCT	$242,675.00	$242,675.00	$0.00
160	11/30/2022	Reconciled	11/30/2022	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$695,000.00	$695,000.00	$0.00
Type EFT Totals:				12 Transactions		$3,861,587.50	$3,861,587.50	$0.00

Debt Service - Debt Service Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$3,861,587.50	$3,861,587.50
	Voided	0	$0.00	$0.00
	Total	12	$3,861,587.50	$3,861,587.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$3,861,587.50	$3,861,587.50
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	12	$3,861,587.50	$3,861,587.50

E-Bay - Warren County E-Bay Account-GFN

EFT

6	02/18/2022	Reconciled	02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$131.00	$131.00	$0.00
7	04/25/2022	Reconciled	04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,710.00	$1,710.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,449.00	$3,449.00	$0.00
Type EFT Totals:					3 Transactions		$5,290.00	$5,290.00	$0.00

E-Bay - Warren County E-Bay Account-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$5,290.00	$5,290.00
	Voided	0	$0.00	$0.00
	Total	3	$5,290.00	$5,290.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$5,290.00	$5,290.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$5,290.00	$5,290.00

Fringe Benefits - Fringe Benefits in Escrow

EFT

12	04/11/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$62,369.26	$62,369.26	$0.00
Type EFT Totals:					1 Transactions		$62,369.26	$62,369.26	$0.00

Fringe Benefits - Fringe Benefits in Escrow Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$62,369.26	$62,369.26
	Voided	0	$0.00	$0.00
	Total	1	$62,369.26	$62,369.26

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$62,369.26	$62,369.26
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$62,369.26	$62,369.26

General - General

EFT

3939	01/03/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3940	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$105,445.09	$105,445.09	$0.00
3941	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$621,969.69	$621,969.69	$0.00
3942	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$266,708.68	$266,708.68	$0.00
3943	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,369.02	$4,369.02	$0.00
3944	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,035.41	$8,035.41	$0.00
3945	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$112,289.13	$112,289.13	$0.00
3946	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$33.82	$33.82	$0.00
3947	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
3948	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$412,461.00	$412,461.00	$0.00
3949	01/10/2022	Reconciled		01/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,321.87	$11,321.87	$0.00
3950	01/14/2022	Reconciled		01/31/2022	Accounts Payable	BMO HARRIS BANK NA	$12,268.39	$12,268.39	$0.00
3951	01/14/2022	Reconciled		01/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$437.00	$437.00	$0.00
3952	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3953	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
3954	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5,317.79	$5,317.79	$0.00
3955	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,102.72	$7,102.72	$0.00
3956	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$855.79	$855.79	$0.00
3957	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.09	$0.09	$0.00
3958	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$58.18	$58.18	$0.00
3959	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$54,125.00	$54,125.00	$0.00
3960	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$6,358.10	$6,358.10	$0.00
3961	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$267,810.39	$267,810.39	$0.00
3962	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,389.34	$4,389.34	$0.00
3963	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$117,256.97	$117,256.97	$0.00
3964	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$784,622.58	$784,622.58	$0.00
3965	01/24/2022	Reconciled		01/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$23,722.00	$23,722.00	$0.00
3966	01/24/2022	Reconciled		01/31/2022	Accounts Payable	WEX BANK - EFT	$104.34	$104.34	$0.00
3967	01/24/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
3968	01/28/2022	Reconciled		01/31/2022	Accounts Payable	NATIONAL GRID	$25,868.26	$25,868.26	$0.00
3969	01/28/2022	Reconciled		01/31/2022	Accounts Payable	CITY OF GLENS FALLS	$171,138.32	$171,138.32	$0.00
3970	01/28/2022	Reconciled		01/31/2022	Accounts Payable	TOWN OF CHESTER	$521,872.68	$521,872.68	$0.00
3971	01/28/2022	Reconciled		01/31/2022	Accounts Payable	TOWN OF HORICON	$457,752.14	$457,752.14	$0.00
3972	01/28/2022	Reconciled		01/31/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$306,728.76	$306,728.76	$0.00
3973	01/28/2022	Reconciled		01/31/2022	Accounts Payable	TOWN OF QUEENSBURY	$2,685,774.49	$2,685,774.49	$0.00
3974	01/28/2022	Reconciled		01/31/2022	Accounts Payable	TOWN OF WARRENSBURG	$245,382.47	$245,382.47	$0.00
3975	01/28/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$57.89	$57.89	$0.00
3976	01/31/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$791,925.00	$791,925.00	$0.00
3977	01/31/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
3978	02/01/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3979	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$266,384.41	$266,384.41	$0.00
3980	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,362.56	$4,362.56	$0.00
3981	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$128,385.55	$128,385.55	$0.00
3982	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$832,948.08	$832,948.08	$0.00
3983	02/07/2022	Reconciled		02/28/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,755.03	$13,755.03	$0.00
3984	02/11/2022	Reconciled		02/28/2022	Accounts Payable	BMO HARRIS BANK NA	$14,525.10	$14,525.10	$0.00
3985	02/11/2022	Reconciled		02/28/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$27,931.49	$27,931.49	$0.00
3986	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$254,522.00	$254,522.00	$0.00
3987	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$357,040.00	$357,040.00	$0.00
3988	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$109,821.00	$109,821.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3989	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$79,107.77	$79,107.77	$0.00
3990	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$133,910.70	$133,910.70	$0.00
3991	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$58.18	$58.18	$0.00
3992	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.30	$0.30	$0.00
3993	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.10	$0.10	$0.00
3994	02/14/2022	Reconciled		02/28/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$462.00	$462.00	$0.00
3995	02/14/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
3996	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,084,027.79	$1,084,027.79	$0.00
3997	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$119,782.77	$119,782.77	$0.00
3998	02/18/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,360.72	$4,360.72	$0.00
3999	02/18/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$807,987.00	$807,987.00	$0.00
4000	02/18/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4001	02/24/2022	Reconciled		02/28/2022	Accounts Payable	NATIONAL GRID	$26,583.41	$26,583.41	$0.00
4002	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WEX BANK - EFT	$110.22	$110.22	$0.00
4003	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$49.88	$49.88	$0.00
4004	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,219.60	$3,219.60	$0.00
4005	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$160.03	$160.03	$0.00
4006	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$7.82	$7.82	$0.00
4007	02/28/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$9,289.00	$9,289.00	$0.00
4008	03/01/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4009	03/07/2022	Reconciled		03/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,817.64	$16,817.64	$0.00
4010	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,517.00	$16,517.00	$0.00
4011	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$30,768.00	$30,768.00	$0.00
4012	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$114,793.00	$114,793.00	$0.00
4013	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$99,927.63	$99,927.63	$0.00
4014	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$133,253.21	$133,253.21	$0.00
4015	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.41	$0.41	$0.00
4016	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$266,517.68	$266,517.68	$0.00
4017	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$116,375.11	$116,375.11	$0.00
4018	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,349.64	$4,349.64	$0.00
4019	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$768,530.20	$768,530.20	$0.00
4020	03/14/2022	Reconciled		03/31/2022	Accounts Payable	BMO HARRIS BANK NA	$22,124.13	$22,124.13	$0.00
4021	03/14/2022	Reconciled		03/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$398.00	$398.00	$0.00
4022	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$64,377.00	$64,377.00	$0.00
4023	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$311,431.00	$311,431.00	$0.00
4024	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$344,432.00	$344,432.00	$0.00
4025	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$179,358.00	$179,358.00	$0.00
4026	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4027	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5,231.13	$5,231.13	$0.00
4028	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$83.12	$83.12	$0.00
4029	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$160.00	$160.00	$0.00
4030	03/21/2022	Reconciled		03/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,654.35	$9,654.35	$0.00
4031	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$267,850.82	$267,850.82	$0.00
4032	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,371.80	$4,371.80	$0.00
4033	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$775,273.16	$775,273.16	$0.00
4034	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$116,754.66	$116,754.66	$0.00
4035	03/23/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$18,580.77	$18,580.77	$0.00
4036	03/25/2022	Reconciled		03/31/2022	Accounts Payable	NATIONAL GRID	$27,257.79	$27,257.79	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4037	03/25/2022	Reconciled		03/31/2022	Accounts Payable	WEX BANK - EFT	$250.30	$250.30	$0.00
4038	03/25/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,526.62	$1,526.62	$0.00
4039	03/25/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$72,491.00	$72,491.00	$0.00
4040	03/25/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$137.00	$137.00	$0.00
4041	03/28/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4042	04/01/2022	Reconciled		05/02/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,251.24	$17,251.24	$0.00
4043	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$132,104.15	$132,104.15	$0.00
4044	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$99,773.57	$99,773.57	$0.00
4045	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$113,087.50	$113,087.50	$0.00
4046	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,349.64	$4,349.64	$0.00
4047	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$266,478.00	$266,478.00	$0.00
4048	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
4049	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$727,401.83	$727,401.83	$0.00
4050	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.09	$0.09	$0.00
4051	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7.20	$7.20	$0.00
4052	04/08/2022	Reconciled		05/02/2022	Accounts Payable	BMO HARRIS BANK NA	$20,669.30	$20,669.30	$0.00
4053	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$709,644.48	$709,644.48	$0.00
4054	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$111,884.24	$111,884.24	$0.00
4055	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$265,769.85	$265,769.85	$0.00
4056	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,332.10	$4,332.10	$0.00
4057	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.15	$0.15	$0.00
4058	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$131,335.21	$131,335.21	$0.00
4059	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$99,377.04	$99,377.04	$0.00
4060	04/18/2022	Reconciled		05/02/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$273.00	$273.00	$0.00
4061	04/18/2022	Reconciled		05/02/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,453.64	$15,453.64	$0.00
4062	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4063	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$347,911.00	$347,911.00	$0.00
4064	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$191,286.00	$191,286.00	$0.00
4065	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$68.33	$68.33	$0.00
4066	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$117.61	$117.61	$0.00
4067	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$261.70	$261.70	$0.00
4068	04/11/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$383.40	$383.40	$0.00
4069	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$453,531.25	$453,531.25	$0.00
4070	04/22/2022	Reconciled		05/02/2022	Accounts Payable	WEX BANK - EFT	$877.43	$877.43	$0.00
4071	04/25/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4072	04/25/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4073	04/29/2022	Reconciled		05/02/2022	Accounts Payable	NATIONAL GRID	$29,790.55	$29,790.55	$0.00
4074	04/29/2022	Reconciled		05/02/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,900.00	$13,900.00	$0.00
4075	04/29/2022	Reconciled		05/02/2022	Accounts Payable	CITY OF GLENS FALLS	$151,801.83	$151,801.83	$0.00
4076	04/29/2022	Reconciled		05/02/2022	Accounts Payable	TOWN OF CHESTER	$451,941.54	$451,941.54	$0.00
4077	04/29/2022	Reconciled		05/02/2022	Accounts Payable	TOWN OF HORICON	$396,956.49	$396,956.49	$0.00
4078	04/29/2022	Reconciled		05/02/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$268,872.25	$268,872.25	$0.00
4079	04/29/2022	Reconciled		05/02/2022	Accounts Payable	TOWN OF QUEENSBURY	$2,437,355.67	$2,437,355.67	$0.00
4080	04/29/2022	Reconciled		05/02/2022	Accounts Payable	TOWN OF WARRENSBURG	$219,075.70	$219,075.70	$0.00
4081	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$265,291.71	$265,291.71	$0.00
4082	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$719,880.21	$719,880.21	$0.00
4083	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$112,490.98	$112,490.98	$0.00
4084	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,311.78	$4,311.78	$0.00
4085	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,006.72	$2,006.72	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4086	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$325.91	$325.91	$0.00
4087	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,499.98	$2,499.98	$0.00
4088	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$62.80	$62.80	$0.00
4089	04/29/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4090	05/06/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4091	05/06/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$461,171.00	$461,171.00	$0.00
4092	05/06/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$85,851.00	$85,851.00	$0.00
4093	05/13/2022	Reconciled		05/31/2022	Accounts Payable	BMO HARRIS BANK NA	$18,957.77	$18,957.77	$0.00
4094	05/13/2022	Reconciled		05/31/2022	Accounts Payable	BMO HARRIS BANK NA	$1,517.14	$1,517.14	$0.00
4095	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$265,091.89	$265,091.89	$0.00
4096	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,289.62	$4,289.62	$0.00
4097	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$723,146.12	$723,146.12	$0.00
4098	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$112,847.07	$112,847.07	$0.00
4099	05/12/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.37	$0.37	$0.00
4100	05/16/2022	Reconciled		05/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$264.00	$264.00	$0.00
4101	05/16/2022	Reconciled		05/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$24,252.00	$24,252.00	$0.00
4102	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$51.72	$51.72	$0.00
4103	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,231.11	$4,231.11	$0.00
4104	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,100.01	$3,100.01	$0.00
4105	05/16/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4106	05/23/2022	Reconciled		05/31/2022	Accounts Payable	WEX BANK - EFT	$444.94	$444.94	$0.00
4107	05/23/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4108	05/23/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$397,371.00	$397,371.00	$0.00
4109	05/26/2022	Reconciled		05/31/2022	Accounts Payable	NATIONAL GRID	$22,126.21	$22,126.21	$0.00
4110	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$776,717.51	$776,717.51	$0.00
4111	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$265,664.16	$265,664.16	$0.00
4112	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,285.00	$4,285.00	$0.00
4113	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$116,704.17	$116,704.17	$0.00
4114	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$141,559.87	$141,559.87	$0.00
4115	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,120.70	$100,120.70	$0.00
4116	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$24,861.00	$24,861.00	$0.00
4117	05/27/2022	Reconciled		05/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,991.00	$13,991.00	$0.00
4118	05/27/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$242,675.00	$242,675.00	$0.00
4119	06/06/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4120	06/06/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$433,095.00	$433,095.00	$0.00
4121	06/06/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$31,595.00	$31,595.00	$0.00
4122	06/06/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$101,891.00	$101,891.00	$0.00
4123	06/08/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$6.87	$6.87	$0.00
4124	06/10/2022	Reconciled		06/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,745.00	$11,745.00	$0.00
4125	06/13/2022	Reconciled		06/30/2022	Accounts Payable	BMO HARRIS BANK NA	$17,864.08	$17,864.08	$0.00
4126	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$751,470.53	$751,470.53	$0.00
4127	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$114,718.54	$114,718.54	$0.00
4128	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$264,186.38	$264,186.38	$0.00
4129	06/17/2022	Reconciled		06/30/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$434.00	$434.00	$0.00
4130	06/20/2022	Reconciled		06/30/2022	Accounts Payable	WEX BANK - EFT	$771.29	$771.29	$0.00
4131	06/13/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4132	06/13/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.23	$0.23	$0.00
4133	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,000,000.00	$3,000,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4134	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,582.77	$100,582.77	$0.00
4135	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$135,892.75	$135,892.75	$0.00
4136	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$126,996.00	$126,996.00	$0.00
4137	06/20/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4138	06/20/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$15,425.00	$15,425.00	$0.00
4139	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,166.93	$3,166.93	$0.00
4140	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$32.34	$32.34	$0.00
4141	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$117,842.66	$117,842.66	$0.00
4142	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,229.60	$4,229.60	$0.00
4143	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$262,276.57	$262,276.57	$0.00
4144	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$790,823.22	$790,823.22	$0.00
4145	06/23/2022	Reconciled		06/30/2022	Accounts Payable	CITY OF GLENS FALLS	$295,419.30	$295,419.30	$0.00
4146	06/23/2022	Reconciled		06/30/2022	Accounts Payable	TOWN OF CHESTER	$83,471.20	$83,471.20	$0.00
4147	06/23/2022	Reconciled		06/30/2022	Accounts Payable	TOWN OF HORICON	$55,438.63	$55,438.63	$0.00
4148	06/23/2022	Reconciled		06/30/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$64,552.82	$64,552.82	$0.00
4149	06/23/2022	Reconciled		06/30/2022	Accounts Payable	TOWN OF QUEENSBURY	$699,953.96	$699,953.96	$0.00
4150	06/23/2022	Reconciled		06/30/2022	Accounts Payable	TOWN OF WARRENSBURG	$38,784.79	$38,784.79	$0.00
4151	06/24/2022	Reconciled		06/30/2022	Accounts Payable	NATIONAL GRID	$24,856.58	$24,856.58	$0.00
4152	06/24/2022	Reconciled		06/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$19,820.00	$19,820.00	$0.00
4153	06/27/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4154	06/27/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$979.00	$979.00	$0.00
4155	06/27/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$11.00	$11.00	$0.00
4156	07/01/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4157	07/01/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4158	07/01/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$569,079.00	$569,079.00	$0.00
4159	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$738,160.69	$738,160.69	$0.00
4160	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$113,743.59	$113,743.59	$0.00
4161	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$260,445.47	$260,445.47	$0.00
4162	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,202.82	$4,202.82	$0.00
4163	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,937.00	$400,937.00	$0.00
4164	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$415,860.00	$415,860.00	$0.00
4165	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$6,195.65	$6,195.65	$0.00
4166	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$116.36	$116.36	$0.00
4167	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.67	$0.67	$0.00
4168	07/11/2022	Reconciled		07/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,120.00	$12,120.00	$0.00
4169	07/15/2022	Reconciled		07/31/2022	Accounts Payable	BMO HARRIS BANK NA	$13,183.27	$13,183.27	$0.00
4170	07/15/2022	Reconciled		07/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$444.00	$444.00	$0.00
4171	07/14/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,134,125.00	$1,134,125.00	$0.00
4172	07/18/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4173	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
4174	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$759,566.53	$759,566.53	$0.00
4175	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$115,410.78	$115,410.78	$0.00
4176	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$261,361.81	$261,361.81	$0.00
4177	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,218.52	$4,218.52	$0.00
4178	07/25/2022	Reconciled		07/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,412.00	$14,412.00	$0.00
4179	07/25/2022	Reconciled		07/31/2022	Accounts Payable	WEX BANK - EFT	$612.82	$612.82	$0.00
4180	07/25/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$315,491.68	$315,491.68	$0.00
4181	07/25/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$23,574.95	$23,574.95	$0.00
4182	07/29/2022	Reconciled		07/31/2022	Accounts Payable	NATIONAL GRID	$23,374.59	$23,374.59	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4183	07/29/2022	Reconciled		07/31/2022	Accounts Payable	CITY OF GLENS FALLS	$176,595.85	$176,595.85	$0.00
4184	07/29/2022	Reconciled		07/31/2022	Accounts Payable	TOWN OF CHESTER	$530,706.84	$530,706.84	$0.00
4185	07/29/2022	Reconciled		07/31/2022	Accounts Payable	TOWN OF HORICON	$466,138.88	$466,138.88	$0.00
4186	07/29/2022	Reconciled		07/31/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$315,731.85	$315,731.85	$0.00
4187	07/29/2022	Reconciled		07/31/2022	Accounts Payable	TOWN OF QUEENSBURY	$2,862,143.02	$2,862,143.02	$0.00
4188	07/29/2022	Reconciled		07/31/2022	Accounts Payable	TOWN OF WARRENSBURG	$257,256.67	$257,256.67	$0.00
4189	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$167,700.00	$167,700.00	$0.00
4190	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$132,761.75	$132,761.75	$0.00
4191	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,289.74	$100,289.74	$0.00
4192	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4193	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,256.38	$4,256.38	$0.00
4194	08/01/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$850,000.00	$850,000.00	$0.00
4195	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$736,683.19	$736,683.19	$0.00
4196	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$260,249.67	$260,249.67	$0.00
4197	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,202.82	$4,202.82	$0.00
4198	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$121,279.78	$121,279.78	$0.00
4199	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$568,452.00	$568,452.00	$0.00
4200	08/08/2022	Reconciled		08/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$28,186.00	$28,186.00	$0.00
4201	08/05/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$859,918.00	$859,918.00	$0.00
4202	08/10/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$15,000.00	$15,000.00	$0.00
4203	08/10/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$376,618.00	$376,618.00	$0.00
4204	08/15/2022	Reconciled		08/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$454.00	$454.00	$0.00
4205	08/15/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4206	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$705,224.19	$705,224.19	$0.00
4207	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$261,095.03	$261,095.03	$0.00
4208	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,227.76	$4,227.76	$0.00
4209	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$118,889.98	$118,889.98	$0.00
4210	08/19/2022	Reconciled		08/31/2022	Accounts Payable	BMO HARRIS BANK NA	$15,226.26	$15,226.26	$0.00
4211	08/22/2022	Reconciled		08/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,674.00	$13,674.00	$0.00
4212	08/23/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$9,271.00	$9,271.00	$0.00
4213	08/23/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.57	$0.57	$0.00
4214	08/26/2022	Reconciled		08/31/2022	Accounts Payable	NATIONAL GRID	$24,917.80	$24,917.80	$0.00
4215	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WEX BANK - EFT	$196.70	$196.70	$0.00
4216	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$145,188.11	$145,188.11	$0.00
4217	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$99,051.44	$99,051.44	$0.00
4218	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$133,778.00	$133,778.00	$0.00
4219	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$76,751.00	$76,751.00	$0.00
4220	08/29/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4221	08/31/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$96,163.00	$96,163.00	$0.00
4222	09/02/2022	Reconciled		09/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,103.00	$14,103.00	$0.00
4223	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$760,279.25	$760,279.25	$0.00
4224	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$123,179.26	$123,179.26	$0.00
4225	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$256,760.46	$256,760.46	$0.00
4226	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,213.90	$4,213.90	$0.00
4227	09/02/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$152.09	$152.09	$0.00
4228	09/02/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,988.08	$1,988.08	$0.00
4229	09/08/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$380,865.00	$380,865.00	$0.00
4230	09/09/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
4231	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BMO HARRIS BANK NA	$8,839.36	$8,839.36	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4232	09/12/2022	Reconciled		09/30/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$346.00	$346.00	$0.00
4233	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4234	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$2.00	$2.00	$0.00
4235	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
4236	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.09	$0.09	$0.00
4237	09/19/2022	Reconciled		09/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$20,341.20	$20,341.20	$0.00
4238	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$259,438.56	$259,438.56	$0.00
4239	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,243.46	$4,243.46	$0.00
4240	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$124,519.72	$124,519.72	$0.00
4241	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$774,719.16	$774,719.16	$0.00
4242	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$87,724.00	$87,724.00	$0.00
4243	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.25	$0.25	$0.00
4244	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$133,877.01	$133,877.01	$0.00
4245	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$51,415.00	$51,415.00	$0.00
4246	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$98,682.00	$98,682.00	$0.00
4247	09/26/2022	Reconciled		09/30/2022	Accounts Payable	NATIONAL GRID	$25,506.65	$25,506.65	$0.00
4248	09/26/2022	Reconciled		09/30/2022	Accounts Payable	WEX BANK - EFT	$871.17	$871.17	$0.00
4249	09/26/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4250	09/26/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4251	09/26/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,557.00	$1,557.00	$0.00
4252	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$784,045.10	$784,045.10	$0.00
4253	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$125,110.29	$125,110.29	$0.00
4254	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$256,898.98	$256,898.98	$0.00
4255	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,212.06	$4,212.06	$0.00
4256	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$180,880.00	$180,880.00	$0.00
4257	09/30/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$80,575.00	$80,575.00	$0.00
4258	10/03/2022	Reconciled		10/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,335.00	$12,335.00	$0.00
4259	10/03/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4260	10/04/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$155,854.00	$155,854.00	$0.00
4261	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4262	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$443,107.00	$443,107.00	$0.00
4263	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5,696.86	$5,696.86	$0.00
4264	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$95.14	$95.14	$0.00
4265	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2.00	$2.00	$0.00
4266	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.14	$0.14	$0.00
4267	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$6,153.27	$6,153.27	$0.00
4268	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$98.82	$98.82	$0.00
4269	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$79,831.25	$79,831.25	$0.00
4270	10/14/2022	Reconciled		10/31/2022	Accounts Payable	BMO HARRIS BANK NA	$29,212.90	$29,212.90	$0.00
4271	10/14/2022	Reconciled		10/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$404.00	$404.00	$0.00
4272	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$12,592.00	$12,592.00	$0.00
4273	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$253,271.33	$253,271.33	$0.00
4274	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,221.30	$4,221.30	$0.00
4275	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$122,675.96	$122,675.96	$0.00
4276	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$756,591.29	$756,591.29	$0.00
4277	10/17/2022	Reconciled		10/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$8,334.00	$8,334.00	$0.00
4278	10/17/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$85.90	$85.90	$0.00
4279	10/17/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5,762.12	$5,762.12	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4280	10/17/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.07	$0.07	$0.00
4281	10/17/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$270.66	$270.66	$0.00
4282	10/21/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,211.40	$100,211.40	$0.00
4283	10/21/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$137,609.49	$137,609.49	$0.00
4284	10/21/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$638.40	$638.40	$0.00
4285	10/25/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4286	10/25/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4287	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$752,718.64	$752,718.64	$0.00
4288	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$122,142.66	$122,142.66	$0.00
4289	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$257,050.84	$257,050.84	$0.00
4290	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,214.84	$4,214.84	$0.00
4291	10/28/2022	Reconciled		10/31/2022	Accounts Payable	NATIONAL GRID	$25,800.37	$25,800.37	$0.00
4292	10/28/2022	Reconciled		10/31/2022	Accounts Payable	WEX BANK - EFT	$718.42	$718.42	$0.00
4293	10/28/2022	Reconciled		10/31/2022	Accounts Payable	CITY OF GLENS FALLS	$244,531.74	$244,531.74	$0.00
4294	10/28/2022	Reconciled		10/31/2022	Accounts Payable	TOWN OF CHESTER	$747,779.29	$747,779.29	$0.00
4295	10/28/2022	Reconciled		10/31/2022	Accounts Payable	TOWN OF HORICON	$656,801.40	$656,801.40	$0.00
4296	10/28/2022	Reconciled		10/31/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$444,874.12	$444,874.12	$0.00
4297	10/28/2022	Reconciled		10/31/2022	Accounts Payable	TOWN OF QUEENSBURY	$4,032,831.49	$4,032,831.49	$0.00
4298	10/28/2022	Reconciled		10/31/2022	Accounts Payable	TOWN OF WARRENSBURG	$362,481.11	$362,481.11	$0.00
4299	10/28/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.18	$0.18	$0.00
4300	10/28/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,041,614.00	$1,041,614.00	$0.00
4301	10/31/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$260.17	$260.17	$0.00
4302	11/04/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$574,554.00	$574,554.00	$0.00
4303	11/04/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$83,370.00	$83,370.00	$0.00
4304	11/08/2022	Reconciled		11/30/2022	Accounts Payable	BMO HARRIS BANK NA	$26,992.18	$26,992.18	$0.00
4305	11/07/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4306	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$791,288.39	$791,288.39	$0.00
4307	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$124,952.78	$124,952.78	$0.00
4308	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,190.64	$4,190.64	$0.00
4309	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$256,051.60	$256,051.60	$0.00
4310	11/14/2022	Reconciled		11/30/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$370.00	$370.00	$0.00
4311	11/14/2022	Reconciled		11/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$8,397.37	$8,397.37	$0.00
4312	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$318,904.54	$318,904.54	$0.00
4313	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$24,181.50	$24,181.50	$0.00
4314	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.14	$0.14	$0.00
4315	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$26.00	$26.00	$0.00
4316	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$5,923.00	$5,923.00	$0.00
4317	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$9,069.00	$9,069.00	$0.00
4318	11/21/2022	Reconciled		11/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$22,033.92	$22,033.92	$0.00
4319	11/21/2022	Reconciled		11/30/2022	Accounts Payable	WEX BANK - EFT	$330.67	$330.67	$0.00
4320	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$830,148.53	$830,148.53	$0.00
4321	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$127,909.20	$127,909.20	$0.00
4322	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$257,275.58	$257,275.58	$0.00
4323	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,213.00	$4,213.00	$0.00
4324	11/18/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$135,707.43	$135,707.43	$0.00
4325	11/18/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$98,767.02	$98,767.02	$0.00
4326	11/18/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$62,941.59	$62,941.59	$0.00
4327	11/28/2022	Reconciled		11/30/2022	Accounts Payable	NATIONAL GRID	$24,517.18	$24,517.18	$0.00
4328	11/21/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4329	11/29/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4330	11/29/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1.36	$1.36	$0.00
4331	11/29/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.33	$0.33	$0.00
4332	11/29/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$5.98	$5.98	$0.00
4333	11/30/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$937,675.00	$937,675.00	$0.00
4334	12/02/2022	Reconciled		11/30/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$3,107.29	$3,107.29	$0.00
4335	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,176.00	$1,176.00	$0.00
4336	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,549.62	$3,549.62	$0.00
4337	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4338	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4339	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$260,119.20	$260,119.20	$0.00
4340	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$125,578.06	$125,578.06	$0.00
4341	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,308.10	$4,308.10	$0.00
4342	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$803,179.06	$803,179.06	$0.00
4343	12/09/2022	Reconciled		12/31/2022	Accounts Payable	BMO HARRIS BANK NA	$12,165.86	$12,165.86	$0.00
4344	12/12/2022	Reconciled		12/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,002.60	$7,002.60	$0.00
4345	12/08/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$702,727.00	$702,727.00	$0.00
4346	12/08/2022	Reconciled		12/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$5,597,773.00	$5,597,773.00	$0.00
4347	12/15/2022	Reconciled		12/31/2022	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$489.00	$489.00	$0.00
4348	12/19/2022	Reconciled		12/31/2022	Accounts Payable	WEX BANK - EFT	$792.00	$792.00	$0.00
4349	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$141,169.00	$141,169.00	$0.00
4350	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$114,694.00	$114,694.00	$0.00
4351	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$40.64	$40.64	$0.00
4352	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,233.18	$2,233.18	$0.00
4353	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,663.14	$1,663.14	$0.00
4354	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$54.50	$54.50	$0.00
4355	12/19/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4356	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$859,399.79	$859,399.79	$0.00
4357	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$130,093.71	$130,093.71	$0.00
4358	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$258,290.49	$258,290.49	$0.00
4359	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,276.70	$4,276.70	$0.00
4360	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$133,155.68	$133,155.68	$0.00
4361	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$100,309.48	$100,309.48	$0.00
4362	12/22/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,618.94	$32,618.94	$0.00
4363	12/22/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32.57	$32.57	$0.00
4364	12/22/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
4365	12/29/2022	Reconciled		12/31/2022	Accounts Payable	CITY OF GLENS FALLS	$188,326.96	$188,326.96	$0.00
4366	12/29/2022	Reconciled		12/31/2022	Accounts Payable	TOWN OF CHESTER	$75,436.40	$75,436.40	$0.00
4367	12/29/2022	Reconciled		12/31/2022	Accounts Payable	TOWN OF HORICON	$32,385.41	$32,385.41	$0.00
4368	12/29/2022	Reconciled		12/31/2022	Accounts Payable	TOWN OF LAKE LUZERNE	$49,853.92	$49,853.92	$0.00
4369	12/29/2022	Reconciled		12/31/2022	Accounts Payable	TOWN OF QUEENSBURY	$544,208.05	$544,208.05	$0.00
4370	12/29/2022	Reconciled		12/31/2022	Accounts Payable	TOWN OF WARRENSBURG	$56,533.11	$56,533.11	$0.00
4371	12/30/2022	Reconciled		12/31/2022	Accounts Payable	NATIONAL GRID	$24,960.98	$24,960.98	$0.00
4372	12/30/2022	Reconciled		12/31/2022	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,351.97	$10,351.97	$0.00
4373	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,666.00	$16,666.00	$0.00
4374	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$137,211.08	$137,211.08	$0.00
Type EFT Totals:					436 Transactions		$110,021,221.54	$110,021,221.54	$0.00
General - General Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	0	$0.00		$0.00	
					Reconciled	436	$110,021,221.54		$110,021,221.54	
					Voided	0	$0.00		$0.00	
					Total	436	$110,021,221.54		$110,021,221.54	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	436	$110,021,221.54	$110,021,221.54
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	436	$110,021,221.54	$110,021,221.54

Health & Human - Health & Human Services Building

EFT

155	01/06/2022	Reconciled	01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.27	$0.27	$0.00
156	01/31/2022	Reconciled	01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
157	02/28/2022	Reconciled	02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
158	03/31/2022	Reconciled	03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.25	$0.25	$0.00
159	05/27/2022	Reconciled	05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$11,030.56	$11,030.56	$0.00
160	05/27/2022	Reconciled	05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5.86	$5.86	$0.00
Type EFT Totals:				6 Transactions		$11,037.50	$11,037.50	$0.00

Health & Human - Health & Human Services Building Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	6	$11,037.50	$11,037.50
	Voided	0	$0.00	$0.00
	Total	6	$11,037.50	$11,037.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	6	$11,037.50	$11,037.50
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	6	$11,037.50	$11,037.50

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
ICS - Self Ins - Insured Cash Sweep - Self Ins									
EFT									
11	11/30/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
Type EFT Totals:					1 Transactions		$400,000.00	$400,000.00	$0.00

ICS - Self Ins - Insured Cash Sweep - Self Ins Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$400,000.00	$400,000.00
	Voided	0	$0.00	$0.00
	Total	1	$400,000.00	$400,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$400,000.00	$400,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$400,000.00	$400,000.00

Ins Cash Sweep - Insured Cash Sweep - General									
EFT									
19	02/24/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$500,000.00	$500,000.00	$0.00
20	04/12/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$15,000,000.00	$15,000,000.00	$0.00
21	12/22/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$500,000.00	$500,000.00	$0.00
Type EFT Totals:					3 Transactions		$16,000,000.00	$16,000,000.00	$0.00

Ins Cash Sweep - Insured Cash Sweep - General Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$16,000,000.00	$16,000,000.00
	Voided	0	$0.00	$0.00
	Total	3	$16,000,000.00	$16,000,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$16,000,000.00	$16,000,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$16,000,000.00	$16,000,000.00

Misc Trust - Miscellaneous Trust-GFN									
EFT									
1363	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$248.75	$248.75	$0.00
1364	01/06/2022	Reconciled		01/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$69,018.44	$69,018.44	$0.00
1365	01/07/2022	Reconciled		01/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$390,879.02	$390,879.02	$0.00
1366	01/14/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1367	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$598.85	$598.85	$0.00
1368	01/20/2022	Reconciled		01/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,925.27	$71,925.27	$0.00
1369	01/20/2022	Reconciled		01/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,266.81	$14,266.81	$0.00
1370	01/21/2022	Reconciled		01/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$407,853.45	$407,853.45	$0.00
1371	01/21/2022	Reconciled		01/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$78,171.38	$78,171.38	$0.00
1372	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$321.75	$321.75	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1373	02/03/2022	Reconciled		02/28/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$83,061.80	$83,061.80	$0.00
1374	02/04/2022	Reconciled		02/28/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$457,269.67	$457,269.67	$0.00
1375	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$112.04	$112.04	$0.00
1376	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,767.99	$32,767.99	$0.00
1377	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$328.71	$328.71	$0.00
1378	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$63.46	$63.46	$0.00
1379	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$130.85	$130.85	$0.00
1380	02/07/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$57.36	$57.36	$0.00
1381	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$328.13	$328.13	$0.00
1382	02/17/2022	Reconciled		02/28/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,616.91	$71,616.91	$0.00
1383	02/17/2022	Reconciled		02/28/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,109.49	$14,109.49	$0.00
1384	02/18/2022	Reconciled		02/28/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$411,164.91	$411,164.91	$0.00
1385	02/18/2022	Reconciled		02/28/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$79,197.99	$79,197.99	$0.00
1386	02/18/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.98	$0.98	$0.00
1387	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,603.62	$32,603.62	$0.00
1388	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1389	03/03/2022	Reconciled		03/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,315.89	$71,315.89	$0.00
1390	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$222.70	$222.70	$0.00
1391	03/04/2022	Reconciled		03/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$403,398.61	$403,398.61	$0.00
1392	03/14/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$443.77	$443.77	$0.00
1393	03/17/2022	Reconciled		03/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,193.28	$71,193.28	$0.00
1394	03/18/2022	Reconciled		03/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$402,504.60	$402,504.60	$0.00
1395	03/18/2022	Reconciled		03/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$79,974.29	$79,974.29	$0.00
1396	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.04	$0.04	$0.00
1397	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
1398	03/25/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$159.27	$159.27	$0.00
1399	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,324.43	$32,324.43	$0.00
1400	03/31/2022	Reconciled		03/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,962.93	$68,962.93	$0.00
1401	03/31/2022	Reconciled		03/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,364.69	$14,364.69	$0.00
1402	04/01/2022	Reconciled		04/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$391,126.69	$391,126.69	$0.00
1403	04/08/2022	Reconciled		04/30/2022	Accounts Payable	NYS COMPTROLLER	$920.27	$920.27	$0.00
1404	04/08/2022	Reconciled		04/30/2022	Accounts Payable	NYS COMPTROLLER	$216.24	$216.24	$0.00
1405	04/08/2022	Voided	Other	04/08/2022	Accounts Payable	NYS COMPTROLLER	$3,665.10		
1406	04/08/2022	Reconciled		04/30/2022	Accounts Payable	NYS COMPTROLLER	$3,555.15	$3,555.15	$0.00
1407	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$897.55	$897.55	$0.00
1408	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1409	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,124.74	$32,124.74	$0.00
1410	04/14/2022	Reconciled		04/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,109.57	$68,109.57	$0.00
1411	04/15/2022	Reconciled		04/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$386,716.32	$386,716.32	$0.00
1412	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.33	$0.33	$0.00
1413	04/29/2022	Reconciled		04/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$393,034.44	$393,034.44	$0.00
1414	04/29/2022	Reconciled		04/30/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,903.47	$13,903.47	$0.00
1415	05/02/2022	Reconciled		05/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$119,994.09	$119,994.09	$0.00
1416	05/04/2022	Reconciled		05/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,663.84	$68,663.84	$0.00
1417	05/06/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,604.61	$1,604.61	$0.00
1418	05/13/2022	Reconciled		05/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$390,736.11	$390,736.11	$0.00
1419	05/18/2022	Reconciled		05/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$68,952.31	$68,952.31	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1420	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$77.48	$77.48	$0.00
1421	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$34,570.85	$34,570.85	$0.00
1422	05/26/2022	Reconciled		05/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,856.21	$13,856.21	$0.00
1423	05/27/2022	Reconciled		05/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$408,073.86	$408,073.86	$0.00
1424	05/27/2022	Reconciled		05/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$82,643.46	$82,643.46	$0.00
1425	06/02/2022	Reconciled		06/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$71,150.51	$71,150.51	$0.00
1426	06/06/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.33	$0.33	$0.00
1427	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$41.02	$41.02	$0.00
1428	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$200.61	$200.61	$0.00
1429	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$183.95	$183.95	$0.00
1430	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$130.79	$130.79	$0.00
1431	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1432	06/10/2022	Reconciled		06/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$397,181.84	$397,181.84	$0.00
1433	06/15/2022	Reconciled		06/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$70,136.56	$70,136.56	$0.00
1434	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$33,193.22	$33,193.22	$0.00
1435	06/17/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4.62	$4.62	$0.00
1436	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$290.46	$290.46	$0.00
1437	06/23/2022	Reconciled		06/30/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,843.74	$13,843.74	$0.00
1438	06/24/2022	Reconciled		06/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$425,531.84	$425,531.84	$0.00
1439	06/24/2022	Reconciled		06/30/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$84,048.73	$84,048.73	$0.00
1440	06/27/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1441	06/27/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.49	$0.49	$0.00
1442	06/29/2022	Reconciled		06/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$74,454.47	$74,454.47	$0.00
1443	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$514.99	$514.99	$0.00
1444	07/08/2022	Reconciled		07/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$394,524.42	$394,524.42	$0.00
1445	07/08/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1446	07/13/2022	Reconciled		07/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$69,536.43	$69,536.43	$0.00
1447	07/14/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$249.77	$249.77	$0.00
1448	07/14/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,209.22	$3,209.22	$0.00
1449	07/20/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,219.68	$1,219.68	$0.00
1450	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.55	$0.55	$0.00
1451	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$148.27	$148.27	$0.00
1452	07/21/2022	Reconciled		07/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,612.84	$13,612.84	$0.00
1453	07/22/2022	Reconciled		07/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$404,371.74	$404,371.74	$0.00
1454	07/22/2022	Reconciled		07/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$82,309.53	$82,309.53	$0.00
1455	07/25/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.10	$0.10	$0.00
1456	07/26/2022	Reconciled		07/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$95,179.08	$95,179.08	$0.00
1457	07/27/2022	Reconciled		07/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$70,940.95	$70,940.95	$0.00
1458	07/28/2022	Reconciled		07/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$16,775.34	$16,775.34	$0.00
1459	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,410.47	$32,410.47	$0.00
1460	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$285.90	$285.90	$0.00
1461	08/05/2022	Reconciled		08/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$425,249.81	$425,249.81	$0.00
1462	08/10/2022	Reconciled		08/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$74,416.51	$74,416.51	$0.00
1463	08/10/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.32	$0.32	$0.00
1464	08/10/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$155.71	$155.71	$0.00
1465	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$152.09	$152.09	$0.00
1466	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$173.08	$173.08	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1467	08/19/2022	Reconciled		08/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$416,123.25	$416,123.25	$0.00
1468	08/24/2022	Reconciled		08/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$73,338.94	$73,338.94	$0.00
1469	08/24/2022	Reconciled		08/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$89,144.84	$89,144.84	$0.00
1470	08/26/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$35,639.11	$35,639.11	$0.00
1471	08/31/2022	Reconciled		08/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,643.34	$13,643.34	$0.00
1472	09/02/2022	Reconciled		09/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$430,062.67	$430,062.67	$0.00
1473	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$488.12	$488.12	$0.00
1474	09/02/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.24	$0.24	$0.00
1475	09/02/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$538.49	$538.49	$0.00
1476	09/02/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1477	09/08/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,604.61	$1,604.61	$0.00
1478	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BMO HARRIS BANK NA	$6,050.39	$6,050.39	$0.00
1479	09/08/2022	Reconciled		09/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$76,487.09	$76,487.09	$0.00
1480	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$53.56	$53.56	$0.00
1481	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$288.47	$288.47	$0.00
1482	09/16/2022	Reconciled		09/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$437,011.50	$437,011.50	$0.00
1483	09/21/2022	Reconciled		09/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$77,635.15	$77,635.15	$0.00
1484	09/21/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,821.60	$32,821.60	$0.00
1485	09/29/2022	Reconciled		09/30/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,596.90	$13,596.90	$0.00
1486	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1487	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.61	$0.61	$0.00
1488	09/30/2022	Reconciled		09/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$438,555.79	$438,555.79	$0.00
1489	10/03/2022	Reconciled		10/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$130,772.93	$130,772.93	$0.00
1490	10/04/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$626.20	$626.20	$0.00
1491	10/04/2022	Reconciled		10/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,346.26	$78,346.26	$0.00
1492	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$53.56	$53.56	$0.00
1493	10/07/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,604.61	$1,604.61	$0.00
1494	10/14/2022	Reconciled		10/31/2022	Accounts Payable	BMO HARRIS BANK NA	$2,732.46	$2,732.46	$0.00
1495	10/14/2022	Reconciled		10/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$425,306.30	$425,306.30	$0.00
1496	10/14/2022	Reconciled		10/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$4,719.30	$4,719.30	$0.00
1497	10/17/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$24.98	$24.98	$0.00
1498	10/19/2022	Reconciled		10/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$76,077.71	$76,077.71	$0.00
1499	10/21/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$33,726.59	$33,726.59	$0.00
1500	10/27/2022	Reconciled		10/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$13,458.37	$13,458.37	$0.00
1501	10/28/2022	Reconciled		10/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$427,010.60	$427,010.60	$0.00
1502	10/28/2022	Reconciled		10/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$83,854.97	$83,854.97	$0.00
1503	11/02/2022	Reconciled		11/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$76,085.91	$76,085.91	$0.00
1504	11/10/2022	Reconciled		11/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$441,727.39	$441,727.39	$0.00
1505	11/16/2022	Reconciled		11/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,741.50	$78,741.50	$0.00
1506	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.49	$0.49	$0.00
1507	11/17/2022	Reconciled		11/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$74,732.71	$74,732.71	$0.00
1508	11/18/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$33,241.29	$33,241.29	$0.00
1509	11/23/2022	Reconciled		11/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$12,915.34	$12,915.34	$0.00
1510	11/23/2022	Reconciled		11/30/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$12,581.89	$12,581.89	$0.00
1511	11/25/2022	Reconciled		11/30/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$451,402.86	$451,402.86	$0.00
1512	11/30/2022	Reconciled		11/30/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$80,456.17	$80,456.17	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1513	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$383.93	$383.93	$0.00
1514	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.86	$0.86	$0.00
1515	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$31.10	$31.10	$0.00
1516	12/09/2022	Reconciled		12/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$441,954.25	$441,954.25	$0.00
1517	12/14/2022	Reconciled		12/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,922.59	$78,922.59	$0.00
1518	12/20/2022	Reconciled		12/31/2022	Accounts Payable	NYS RETIREMENT SYSTEM	$84,436.16	$84,436.16	$0.00
1519	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$754.22	$754.22	$0.00
1520	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$61.09	$61.09	$0.00
1521	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$32,622.93	$32,622.93	$0.00
1522	12/22/2022	Reconciled		12/31/2022	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,986.81	$15,986.81	$0.00
1523	12/23/2022	Reconciled		12/31/2022	Accounts Payable	ELECT FED TAX PAYT SYS	$459,886.07	$459,886.07	$0.00
1524	12/29/2022	Reconciled		12/31/2022	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,683.17	$81,683.17	$0.00
1525	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,702.71	$1,702.71	$0.00
1526	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$85.17	$85.17	$0.00
1527	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,063.94	$7,063.94	$0.00
Type EFT Totals:					165 Transactions		$14,589,095.04	$14,585,429.94	$0.00

Misc Trust - Miscellaneous Trust-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	164	$14,585,429.94	$14,585,429.94
	Voided	1	$3,665.10	$0.00
	Total	165	$14,589,095.04	$14,585,429.94

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	164	$14,585,429.94	$14,585,429.94
	Voided	1	$3,665.10	$0.00
	Stopped	0	$0.00	$0.00
	Total	165	$14,589,095.04	$14,585,429.94

Self Insurance - Self Insurance

EFT

799	01/03/2022	Reconciled		01/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
800	01/03/2022	Reconciled		01/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
801	01/03/2022	Reconciled		01/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
802	01/03/2022	Reconciled		01/31/2022	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
803	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,218.01	$7,218.01	$0.00
804	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$997.35	$997.35	$0.00
805	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$505.90	$505.90	$0.00
806	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
807	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$20.32	$20.32	$0.00
808	01/14/2022	Reconciled		01/31/2022	Accounts Payable	BMO HARRIS BANK NA	$299.98	$299.98	$0.00
809	01/18/2022	Reconciled		01/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
810	01/18/2022	Reconciled		01/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
811	01/18/2022	Reconciled		01/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
812	01/18/2022	Reconciled		01/31/2022	Accounts Payable	LEONARDO, DANA	$196.24	$196.24	$0.00
813	01/18/2022	Reconciled		01/31/2022	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
814	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
815	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.71	$562.71	$0.00
816	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
817	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,069.61	$1,069.61	$0.00
818	01/31/2022	Reconciled		01/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
819	01/31/2022	Reconciled		01/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
820	01/31/2022	Reconciled		01/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
821	01/31/2022	Reconciled		01/31/2022	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
822	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
823	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$608.98	$608.98	$0.00
824	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
825	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,069.61	$1,069.61	$0.00
826	02/11/2022	Reconciled		02/28/2022	Accounts Payable	BMO HARRIS BANK NA	$507.69	$507.69	$0.00
827	02/14/2022	Reconciled		02/28/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
828	02/14/2022	Reconciled		02/28/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
829	02/14/2022	Reconciled		02/28/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
830	02/14/2022	Reconciled		02/28/2022	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
831	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
832	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
833	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
834	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,069.61	$1,069.61	$0.00
835	02/28/2022	Reconciled		02/28/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
836	02/28/2022	Reconciled		02/28/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
837	02/28/2022	Reconciled		02/28/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
838	02/28/2022	Reconciled		02/28/2022	Accounts Payable	NORTON, KEVIN, P	$1,285.34	$1,285.34	$0.00
839	03/04/2022	Reconciled		03/31/2022	Accounts Payable	FITZGIBBON, SHAWN	$1,191.52	$1,191.52	$0.00
840	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
841	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,069.61	$1,069.61	$0.00
842	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
843	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
844	03/14/2022	Reconciled		03/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
845	03/14/2022	Reconciled		03/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
846	03/14/2022	Reconciled		03/31/2022	Accounts Payable	FITZGIBBON, SHAWN	$758.24	$758.24	$0.00
847	03/14/2022	Reconciled		03/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
848	03/14/2022	Reconciled		03/31/2022	Accounts Payable	NORTON, KEVIN, P	$883.67	$883.67	$0.00
849	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,069.61	$1,069.61	$0.00
850	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
851	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.81	$7,694.81	$0.00
852	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
853	03/28/2022	Reconciled		03/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
854	03/28/2022	Reconciled		03/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
855	03/28/2022	Reconciled		03/31/2022	Accounts Payable	FITZGIBBON, SHAWN	$822.20	$822.20	$0.00
856	03/28/2022	Reconciled		03/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
857	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
858	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.81	$7,694.81	$0.00
859	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
860	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.71	$562.71	$0.00
861	04/11/2022	Reconciled		04/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
862	04/11/2022	Reconciled		04/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
863	04/11/2022	Reconciled		04/30/2022	Accounts Payable	FITZGIBBON, SHAWN	$421.76	$421.76	$0.00
864	04/11/2022	Reconciled		04/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
865	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
866	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.71	$562.71	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
867	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
868	04/14/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
869	04/11/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$321.61	$321.61	$0.00
871	04/25/2022	Reconciled		04/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
872	04/25/2022	Reconciled		04/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
873	04/25/2022	Reconciled		04/30/2022	Accounts Payable	FITZGIBBON, SHAWN	$367.60	$367.60	$0.00
874	04/25/2022	Reconciled		04/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
875	04/25/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$29.71	$29.71	$0.00
876	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
877	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
878	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
879	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
880	05/02/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$224.44	$224.44	$0.00
881	05/10/2022	Reconciled		05/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
882	05/10/2022	Reconciled		05/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
883	05/10/2022	Reconciled		05/31/2022	Accounts Payable	FITZGIBBON, SHAWN	$367.60	$367.60	$0.00
884	05/10/2022	Reconciled		05/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
885	05/10/2022	Reconciled		05/31/2022	Accounts Payable	PELLINO, LINDA	$370.60	$370.60	$0.00
886	05/10/2022	Reconciled		05/31/2022	Accounts Payable	SCRIPTURE, MARTHA	$417.98	$417.98	$0.00
887	05/13/2022	Reconciled		05/31/2022	Accounts Payable	BMO HARRIS BANK NA	$98.10	$98.10	$0.00
888	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
889	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
890	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
891	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.69	$562.69	$0.00
892	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$555.44	$555.44	$0.00
893	05/23/2022	Reconciled		05/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
894	05/23/2022	Reconciled		05/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
895	05/23/2022	Reconciled		05/31/2022	Accounts Payable	FITZGIBBON, SHAWN	$87.16	$87.16	$0.00
896	05/23/2022	Reconciled		05/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
897	05/23/2022	Reconciled		05/31/2022	Accounts Payable	PELLINO, LINDA	$370.60	$370.60	$0.00
898	05/23/2022	Reconciled		05/31/2022	Accounts Payable	SCRIPTURE, MARTHA	$417.98	$417.98	$0.00
899	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.81	$7,694.81	$0.00
900	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
901	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
902	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.74	$562.74	$0.00
903	06/06/2022	Reconciled		06/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
904	06/06/2022	Reconciled		06/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
905	06/06/2022	Reconciled		06/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
906	06/06/2022	Reconciled		06/30/2022	Accounts Payable	SCRIPTURE, MARTHA	$517.98	$517.98	$0.00
907	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
908	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.70	$562.70	$0.00
909	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
910	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
911	06/20/2022	Reconciled		06/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
912	06/20/2022	Reconciled		06/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
913	06/20/2022	Reconciled		06/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
914	06/20/2022	Reconciled		06/30/2022	Accounts Payable	SCRIPTURE, MARTHA	$417.98	$417.98	$0.00
915	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
916	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
917	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
918	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.81	$7,694.81	$0.00
919	07/01/2022	Reconciled		07/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
920	07/01/2022	Reconciled		07/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
921	07/01/2022	Reconciled		07/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
922	07/01/2022	Reconciled		07/31/2022	Accounts Payable	SCRIPTURE, MARTHA	$228.20	$228.20	$0.00
923	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.81	$7,694.81	$0.00
924	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
925	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
926	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
927	07/15/2022	Reconciled		07/31/2022	Accounts Payable	BMO HARRIS BANK NA	$49.95	$49.95	$0.00
928	07/18/2022	Reconciled		07/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
929	07/18/2022	Reconciled		07/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
930	07/18/2022	Reconciled		07/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
931	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.83	$7,694.83	$0.00
932	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$562.72	$562.72	$0.00
933	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
934	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
935	08/01/2022	Reconciled		08/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
936	08/01/2022	Reconciled		08/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
937	08/01/2022	Reconciled		08/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
938	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$790.73	$790.73	$0.00
939	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,694.80	$7,694.80	$0.00
940	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
941	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$608.94	$608.94	$0.00
942	08/15/2022	Reconciled		08/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
943	08/15/2022	Reconciled		08/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
944	08/15/2022	Reconciled		08/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
945	08/15/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$234.08	$234.08	$0.00
946	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$7,914.82	$7,914.82	$0.00
947	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
948	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$808.55	$808.55	$0.00
949	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$579.57	$579.57	$0.00
950	08/19/2022	Reconciled		08/31/2022	Accounts Payable	BMO HARRIS BANK NA	$90.00	$90.00	$0.00
951	08/29/2022	Reconciled		08/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
952	08/29/2022	Reconciled		08/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
953	08/29/2022	Reconciled		08/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
954	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,794.80	$8,794.80	$0.00
955	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$646.84	$646.84	$0.00
956	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$900.95	$900.95	$0.00
957	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
958	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BMO HARRIS BANK NA	$74.99	$74.99	$0.00
959	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
960	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
961	09/12/2022	Reconciled		09/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
962	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
963	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
964	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$613.21	$613.21	$0.00
965	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
966	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
967	09/26/2022	Reconciled		09/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
968	09/26/2022	Reconciled		09/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
969	09/26/2022	Reconciled		09/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
970	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
971	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$613.21	$613.21	$0.00
972	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
973	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,846.83	$1,846.83	$0.00
974	10/11/2022	Reconciled		10/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
975	10/11/2022	Reconciled		10/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
976	10/11/2022	Reconciled		10/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
977	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
978	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,629.89	$1,629.89	$0.00
979	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$631.18	$631.18	$0.00
980	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
981	10/24/2022	Reconciled		10/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
982	10/24/2022	Reconciled		10/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
983	10/24/2022	Reconciled		10/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
984	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
985	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$619.19	$619.19	$0.00
986	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,629.89	$1,629.89	$0.00
987	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
988	11/08/2022	Reconciled		11/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
989	11/08/2022	Reconciled		11/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
990	11/08/2022	Reconciled		11/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
991	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$616.78	$616.78	$0.00
992	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
993	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,629.89	$1,629.89	$0.00
994	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
995	11/21/2022	Reconciled		11/30/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
996	11/21/2022	Reconciled		11/30/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
997	11/21/2022	Reconciled		11/30/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
998	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
999	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$616.79	$616.79	$0.00
1000	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,629.89	$1,629.89	$0.00
1001	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
1002	12/02/2022	Voided	Other	12/08/2022	Accounts Payable	STEVES, DUSTIN	$1,078.01		
1003	12/05/2022	Reconciled		12/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1004	12/05/2022	Reconciled		12/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1005	12/05/2022	Reconciled		12/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1006	12/05/2022	Reconciled		12/31/2022	Accounts Payable	STEVES, DUSTIN	$165.85	$165.85	$0.00
1007	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1008	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$615.20	$615.20	$0.00
1009	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.81	$8,354.81	$0.00
1010	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
1011	12/09/2022	Reconciled		12/31/2022	Accounts Payable	BMO HARRIS BANK NA	$101.00	$101.00	$0.00
1012	12/08/2022	Reconciled		12/31/2022	Accounts Payable	STEVES, DUSTIN	$1,078.01	$1,078.01	$0.00
1013	12/19/2022	Reconciled		12/31/2022	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1014	12/19/2022	Reconciled		12/31/2022	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1015	12/19/2022	Reconciled		12/31/2022	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1016	12/19/2022	Reconciled		12/31/2022	Accounts Payable	STEVES, DUSTIN	$829.24	$829.24	$0.00
1017	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1018	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$615.21	$615.21	$0.00
1019	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1020	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
1021	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.86	$0.86	$0.00
Type EFT Totals:					222 Transactions		$340,109.52	$339,031.51	$0.00

Self Insurance - Self Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	221	$339,031.51	$339,031.51
	Voided	1	$1,078.01	$0.00
	Total	222	$340,109.52	$339,031.51

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	221	$339,031.51	$339,031.51
	Voided	1	$1,078.01	$0.00
	Stopped	0	$0.00	$0.00
	Total	222	$340,109.52	$339,031.51

Social Services - Social Services-GFN

EFT

633	01/03/2022	Reconciled		01/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
634	01/03/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$135,000.00	$135,000.00	$0.00
635	01/10/2022	Reconciled		01/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
636	01/14/2022	Reconciled		01/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
637	01/24/2022	Reconciled		01/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
638	01/31/2022	Reconciled		01/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
639	02/01/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$135,000.00	$135,000.00	$0.00
640	02/07/2022	Reconciled		02/28/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
641	02/14/2022	Reconciled		02/28/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
642	02/18/2022	Reconciled		02/28/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
643	02/28/2022	Reconciled		02/28/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
644	03/01/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$122,000.00	$122,000.00	$0.00
645	03/07/2022	Reconciled		03/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
646	03/14/2022	Reconciled		03/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
647	03/21/2022	Reconciled		03/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
648	03/28/2022	Reconciled		03/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
649	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$136,000.00	$136,000.00	$0.00
650	04/04/2022	Reconciled		04/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
651	04/11/2022	Reconciled		04/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
652	04/18/2022	Reconciled		04/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
653	04/25/2022	Reconciled		04/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
654	04/29/2022	Reconciled		04/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
655	04/29/2022	Reconciled		04/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$130,000.00	$130,000.00	$0.00
656	05/06/2022	Reconciled		05/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
657	05/16/2022	Reconciled		05/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
658	05/23/2022	Reconciled		05/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
659	05/27/2022	Reconciled		05/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$188,226.00	$188,226.00	$0.00
660	06/02/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$211,345.00	$211,345.00	$0.00
661	06/06/2022	Reconciled		06/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$130,000.00	$130,000.00	$0.00
662	06/13/2022	Reconciled		06/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
663	06/17/2022	Reconciled		06/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
664	06/27/2022	Reconciled		06/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
665	07/01/2022	Reconciled		07/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
666	07/01/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$125,000.00	$125,000.00	$0.00
667	07/11/2022	Reconciled		07/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
668	07/15/2022	Reconciled		07/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
669	07/25/2022	Reconciled		07/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
670	07/29/2022	Reconciled		07/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
671	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$153,000.00	$153,000.00	$0.00
672	08/08/2022	Reconciled		08/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
673	08/15/2022	Reconciled		08/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
674	08/22/2022	Reconciled		08/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
675	08/29/2022	Reconciled		08/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$211,345.00	$211,345.00	$0.00
676	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$153,000.00	$153,000.00	$0.00
677	09/02/2022	Reconciled		09/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
678	09/12/2022	Reconciled		09/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
679	09/19/2022	Reconciled		09/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
680	09/26/2022	Reconciled		09/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
681	10/03/2022	Reconciled		10/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
682	10/03/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$148,000.00	$148,000.00	$0.00
683	10/07/2022	Reconciled		10/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
684	10/17/2022	Reconciled		10/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
685	10/24/2022	Reconciled		10/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
686	10/31/2022	Reconciled		10/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
687	11/01/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$151,000.00	$151,000.00	$0.00
688	11/07/2022	Reconciled		11/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
689	11/14/2022	Reconciled		11/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
690	11/21/2022	Reconciled		11/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
691	11/28/2022	Reconciled		11/30/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
692	12/01/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$146,000.00	$146,000.00	$0.00
693	12/05/2022	Reconciled		12/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
694	12/12/2022	Reconciled		12/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
695	12/19/2022	Reconciled		12/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
696	12/22/2022	Reconciled		12/31/2022	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
697	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4,058.62	$4,058.62	$0.00
Type EFT Totals:					65 Transactions		$11,867,247.62	$11,867,247.62	$0.00
Social Services - Social Services-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	65	$11,867,247.62	$11,867,247.62
	Voided	0	$0.00	$0.00
	Total	65	$11,867,247.62	$11,867,247.62

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	65	$11,867,247.62	$11,867,247.62
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	65	$11,867,247.62	$11,867,247.62

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Tourism - Tourism									
EFT									
487	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,171.14	$1,171.14	$0.00
488	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,232.52	$16,232.52	$0.00
489	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,569.12	$2,569.12	$0.00
490	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
491	01/06/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$40.64	$40.64	$0.00
492	01/14/2022	Reconciled		01/31/2022	Accounts Payable	BMO HARRIS BANK NA	$1,851.00	$1,851.00	$0.00
493	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
494	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,306.76	$1,306.76	$0.00
495	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,474.27	$17,474.27	$0.00
496	01/20/2022	Reconciled		01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,771.72	$2,771.72	$0.00
497	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
498	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,385.07	$1,385.07	$0.00
499	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,574.61	$17,574.61	$0.00
500	02/03/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,776.67	$2,776.67	$0.00
501	02/11/2022	Reconciled		02/28/2022	Accounts Payable	BMO HARRIS BANK NA	$5,270.69	$5,270.69	$0.00
502	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,343.22	$17,343.22	$0.00
503	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,296.77	$1,296.77	$0.00
504	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
505	02/16/2022	Reconciled		02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,744.11	$2,744.11	$0.00
506	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,309.33	$1,309.33	$0.00
507	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
508	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,774.11	$2,774.11	$0.00
509	03/03/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,507.84	$17,507.84	$0.00
510	03/14/2022	Reconciled		03/31/2022	Accounts Payable	BMO HARRIS BANK NA	$9,947.43	$9,947.43	$0.00
511	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
512	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,778.30	$2,778.30	$0.00
513	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,544.02	$17,544.02	$0.00
514	03/17/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,312.10	$1,312.10	$0.00
515	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$17,528.24	$17,528.24	$0.00
516	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,007.35	$2,007.35	$0.00
517	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
518	03/31/2022	Reconciled		03/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,310.90	$1,310.90	$0.00
519	04/08/2022	Reconciled		05/02/2022	Accounts Payable	BMO HARRIS BANK NA	$8,533.06	$8,533.06	$0.00
520	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,374.15	$16,374.15	$0.00
521	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,222.60	$1,222.60	$0.00
522	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
523	04/14/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,860.74	$1,860.74	$0.00
524	04/21/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$60.95	$60.95	$0.00
525	04/21/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$257.66	$257.66	$0.00
526	04/21/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$246.08	$246.08	$0.00
527	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,590.05	$2,590.05	$0.00
528	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
529	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,815.06	$1,815.06	$0.00
530	05/02/2022	Reconciled		05/02/2022	Accounts Payable	WARREN COUNTY TREASURER	$34,273.47	$34,273.47	$0.00
531	05/13/2022	Reconciled		05/31/2022	Accounts Payable	BMO HARRIS BANK NA	$11,609.62	$11,609.62	$0.00
532	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
533	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,042.98	$2,042.98	$0.00
534	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$18,340.41	$18,340.41	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
535	05/13/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,376.72	$1,376.72	$0.00
536	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,853.47	$1,853.47	$0.00
537	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
538	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,888.00	$16,888.00	$0.00
539	05/26/2022	Reconciled		05/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,265.63	$1,265.63	$0.00
540	06/13/2022	Reconciled		06/30/2022	Accounts Payable	BMO HARRIS BANK NA	$13,455.98	$13,455.98	$0.00
541	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,109.76	$16,109.76	$0.00
542	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,212.98	$1,212.98	$0.00
543	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,757.09	$1,757.09	$0.00
544	06/09/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,699.15	$2,699.15	$0.00
545	06/20/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$5.98	$5.98	$0.00
546	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$3,442.21	$3,442.21	$0.00
547	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,410.13	$2,410.13	$0.00
548	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,425.96	$1,425.96	$0.00
549	06/22/2022	Reconciled		06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$45,310.34	$45,310.34	$0.00
550	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$13,588.97	$13,588.97	$0.00
551	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,015.53	$1,015.53	$0.00
552	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,410.13	$2,410.13	$0.00
553	07/07/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,427.51	$1,427.51	$0.00
554	07/15/2022	Reconciled		07/31/2022	Accounts Payable	BMO HARRIS BANK NA	$21,461.05	$21,461.05	$0.00
555	07/20/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$5.98	$5.98	$0.00
556	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$13,896.18	$13,896.18	$0.00
557	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,039.05	$1,039.05	$0.00
558	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$2,410.13	$2,410.13	$0.00
559	07/21/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,466.95	$1,466.95	$0.00
560	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,046.34	$1,046.34	$0.00
561	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,425.41	$1,425.41	$0.00
562	08/04/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$13,581.34	$13,581.34	$0.00
563	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,532.40	$1,532.40	$0.00
564	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,497.02	$1,497.02	$0.00
565	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,193.73	$1,193.73	$0.00
566	08/17/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$14,761.67	$14,761.67	$0.00
567	08/19/2022	Reconciled		08/31/2022	Accounts Payable	BMO HARRIS BANK NA	$5,944.39	$5,944.39	$0.00
568	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$14,431.78	$14,431.78	$0.00
569	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,105.64	$1,105.64	$0.00
570	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,477.02	$1,477.02	$0.00
571	09/01/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,579.32	$1,579.32	$0.00
572	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BMO HARRIS BANK NA	$11,465.98	$11,465.98	$0.00
573	09/12/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$4.42	$4.42	$0.00
574	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,308.37	$1,308.37	$0.00
575	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$829.79	$829.79	$0.00
576	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$10,996.50	$10,996.50	$0.00
577	09/15/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,048.26	$1,048.26	$0.00
578	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$15,982.46	$15,982.46	$0.00
579	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,176.74	$1,176.74	$0.00
580	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,531.60	$1,531.60	$0.00
581	09/29/2022	Reconciled		09/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,308.37	$1,308.37	$0.00
582	10/14/2022	Reconciled		10/31/2022	Accounts Payable	BMO HARRIS BANK NA	$23,400.00	$23,400.00	$0.00
583	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,236.22	$1,236.22	$0.00
584	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,902.31	$1,902.31	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
585	10/13/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,354.30	$16,354.30	$0.00
586	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,357.36	$16,357.36	$0.00
587	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,222.70	$1,222.70	$0.00
588	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,902.31	$1,902.31	$0.00
589	10/27/2022	Reconciled		10/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,573.59	$1,573.59	$0.00
590	11/08/2022	Reconciled		11/30/2022	Accounts Payable	BMO HARRIS BANK NA	$11,018.09	$11,018.09	$0.00
591	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,253.44	$1,253.44	$0.00
592	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,902.31	$1,902.31	$0.00
593	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,610.71	$1,610.71	$0.00
594	11/09/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$16,595.65	$16,595.65	$0.00
595	11/16/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$90.26	$90.26	$0.00
596	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$14,187.42	$14,187.42	$0.00
597	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,103.71	$1,103.71	$0.00
598	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,902.31	$1,902.31	$0.00
599	11/22/2022	Reconciled		11/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,399.07	$1,399.07	$0.00
600	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$180.00	$180.00	$0.00
601	12/05/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,603.48	$1,603.48	$0.00
602	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$762.96	$762.96	$0.00
603	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$923.01	$923.01	$0.00
604	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$12,039.13	$12,039.13	$0.00
605	12/07/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,175.85	$1,175.85	$0.00
606	12/09/2022	Reconciled		12/31/2022	Accounts Payable	BMO HARRIS BANK NA	$5,338.92	$5,338.92	$0.00
607	12/08/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$4.00	$4.00	$0.00
608	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$11,316.04	$11,316.04	$0.00
609	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$863.04	$863.04	$0.00
610	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
611	12/21/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,083.24	$1,083.24	$0.00
612	12/22/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$25.25	$25.25	$0.00
Type EFT Totals:					126 Transactions		$718,713.08	$718,713.08	$0.00

Tourism - Tourism Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	126	$718,713.08	$718,713.08
	Voided	0	$0.00	$0.00
	Total	126	$718,713.08	$718,713.08

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	126	$718,713.08	$718,713.08
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	126	$718,713.08	$718,713.08

Warren Co Health - Warren County Health Insurance

EFT

92	01/06/2022	Reconciled	01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$1,975.16	$1,975.16	$0.00
93	01/14/2022	Reconciled	01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$383.40	$383.40	$0.00
94	01/14/2022	Reconciled	01/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$555.44	$555.44	$0.00
95	02/07/2022	Reconciled	02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$383.40	$383.40	$0.00
96	02/07/2022	Reconciled	02/28/2022	Accounts Payable	WARREN COUNTY TREASURER	$555.44	$555.44	$0.00
97	06/09/2022	Reconciled	06/30/2022	Accounts Payable	WARREN COUNTY TREASURER	$270.95	$270.95	$0.00

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98	07/29/2022	Reconciled		07/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$0.30	$0.30	$0.00
Type EFT Totals:					7 Transactions		$4,124.09	$4,124.09	$0.00

Warren Co Health - Warren County Health Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	7	$4,124.09	$4,124.09
	Voided	0	$0.00	$0.00
	Total	7	$4,124.09	$4,124.09

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	7	$4,124.09	$4,124.09
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	7	$4,124.09	$4,124.09

WIA - WIA-GFN

EFT

85	01/14/2022	Reconciled		01/31/2022	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
86	02/11/2022	Reconciled		02/28/2022	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
87	03/14/2022	Reconciled		03/31/2022	Accounts Payable	BMO HARRIS BANK NA	$705.98	$705.98	$0.00
88	04/08/2022	Reconciled		04/30/2022	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
89	05/13/2022	Reconciled		05/31/2022	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
90	06/13/2022	Reconciled		06/30/2022	Accounts Payable	BMO HARRIS BANK NA	$780.97	$780.97	$0.00
91	07/15/2022	Reconciled		07/31/2022	Accounts Payable	BMO HARRIS BANK NA	$658.28	$658.28	$0.00
92	08/15/2022	Reconciled		08/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$750.00	$750.00	$0.00
93	08/19/2022	Reconciled		08/31/2022	Accounts Payable	BMO HARRIS BANK NA	$149.40	$149.40	$0.00
94	09/12/2022	Reconciled		09/30/2022	Accounts Payable	BMO HARRIS BANK NA	$451.15	$451.15	$0.00
95	10/14/2022	Reconciled		10/31/2022	Accounts Payable	BMO HARRIS BANK NA	$296.68	$296.68	$0.00
96	11/08/2022	Reconciled		11/30/2022	Accounts Payable	BMO HARRIS BANK NA	$1,037.31	$1,037.31	$0.00
97	12/09/2022	Reconciled		12/31/2022	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
98	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$778.88	$778.88	$0.00
99	12/16/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$11.08	$11.08	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2022 - To Payment Date: 12/31/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
100	12/29/2022	Reconciled		12/31/2022	Accounts Payable	WARREN COUNTY TREASURER	$15.00	$15.00	$0.00
Type EFT Totals:					16 Transactions		$6,284.63	$6,284.63	$0.00
WIA - WIA-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	16	$6,284.63	$6,284.63
	Voided	0	$0.00	$0.00
	Total	16	$6,284.63	$6,284.63

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	16	$6,284.63	$6,284.63
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	16	$6,284.63	$6,284.63

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1079**	**$157,884,760.53**	**$157,884,760.53**
	Voided	**2**	**$4,743.11**	**$0.00**
	Total	**1081**	**$157,889,503.64**	**$157,884,760.53**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1079**	**$157,884,760.53**	**$157,884,760.53**
	Voided	**2**	**$4,743.11**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1081**	**$157,889,503.64**	**$157,884,760.53**

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
'22 Pub Imp Bond - Paving, Retaining Wall & Country									
EFT									
6	01/27/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$280.20	$280.20	$0.00
7	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$283.91	$283.91	$0.00
8	03/30/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$276.05	$276.05	$0.00
9	04/25/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$240.98	$240.98	$0.00
10	05/24/2023	Reconciled		05/31/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$6,320,000.00	$6,320,000.00	$0.00
11	05/30/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$272.91	$272.91	$0.00
12	06/23/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$266.95	$266.95	$0.00
13	07/31/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$277.50	$277.50	$0.00
14	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$257.76	$257.76	$0.00
15	09/29/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$258.28	$258.28	$0.00
16	10/20/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254.92	$254.92	$0.00
17	11/22/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$238.22	$238.22	$0.00
18	12/18/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$443.51	$443.51	$0.00
Type EFT Totals:					13 Transactions		$6,323,351.19	$6,323,351.19	$0.00

'22 Pub Imp Bond - Paving, Retaining Wall & Country Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$6,323,351.19	$6,323,351.19
	Voided	0	$0.00	$0.00
	Total	13	$6,323,351.19	$6,323,351.19

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$6,323,351.19	$6,323,351.19
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	13	$6,323,351.19	$6,323,351.19

Com Dev NIB - Community Development NIB									
EFT									
19	10/06/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$534,680.06	$534,680.06	$0.00
20	10/06/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$285,028.85	$285,028.85	$0.00
21	10/16/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$222,840.00	$222,840.00	$0.00
22	10/27/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$6,932.27	$6,932.27	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$46,000.00	$46,000.00	$0.00
Type EFT Totals:					5 Transactions		$1,095,481.18	$1,095,481.18	$0.00

Com Dev NIB - Community Development NIB Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	5	$1,095,481.18	$1,095,481.18
	Voided	0	$0.00	$0.00
	Total	5	$1,095,481.18	$1,095,481.18

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	5	$1,095,481.18	$1,095,481.18
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	5	$1,095,481.18	$1,095,481.18

Court Exp Bond - Court Expansion Bond

EFT

93	01/27/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$48.49	$48.49	$0.00
94	02/28/2023	Reconciled	02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$50.22	$50.22	$0.00
95	03/30/2023	Reconciled	03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$50.55	$50.55	$0.00
96	04/25/2023	Reconciled	04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$45.64	$45.64	$0.00
97	05/30/2023	Reconciled	05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$50.17	$50.17	$0.00
98	06/23/2023	Reconciled	06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$49.04	$49.04	$0.00
99	07/31/2023	Reconciled	07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$49.66	$49.66	$0.00
100	08/17/2023	Reconciled	08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,673.00	$8,673.00	$0.00
101	08/31/2023	Reconciled	08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$47.05	$47.05	$0.00
102	09/29/2023	Reconciled	09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$49.29	$49.29	$0.00
103	10/20/2023	Reconciled	10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$48.54	$48.54	$0.00
104	11/22/2023	Reconciled	11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$47.07	$47.07	$0.00

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105	12/18/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$98.41	$98.41	$0.00
Type EFT Totals:					13 Transactions		$9,307.13	$9,307.13	$0.00
Court Exp Bond - Court Expansion Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$9,307.13	$9,307.13
	Voided	0	$0.00	$0.00
	Total	13	$9,307.13	$9,307.13

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	13	$9,307.13	$9,307.13
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	13	$9,307.13	$9,307.13

DA-Fed Forfeited - DA-Fed Forfeited Property

EFT

5	06/09/2023	Reconciled		12/31/2023	Accounts Payable	BMO HARRIS BANK NA	$500.00	$500.00	$0.00
Type EFT Totals:					1 Transactions		$500.00	$500.00	$0.00
DA-Fed Forfeited - DA-Fed Forfeited Property Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$500.00	$500.00
	Voided	0	$0.00	$0.00
	Total	1	$500.00	$500.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$500.00	$500.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$500.00	$500.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Debt Service - Debt Service									
EFT									
161	01/13/2023	Reconciled		01/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$27,125.00	$27,125.00	$0.00
162	01/30/2023	Reconciled		01/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$167,700.00	$167,700.00	$0.00
163	01/30/2023	Reconciled		01/31/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$630,000.00	$630,000.00	$0.00
164	04/13/2023	Reconciled		04/30/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$79,831.25	$79,831.25	$0.00
165	04/13/2023	Reconciled		04/30/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$380,000.00	$380,000.00	$0.00
166	05/31/2023	Reconciled		05/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$228,775.00	$228,775.00	$0.00
167	07/13/2023	Reconciled		07/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$27,125.00	$27,125.00	$0.00
168	07/13/2023	Reconciled		07/31/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$1,085,000.00	$1,085,000.00	$0.00
169	07/31/2023	Reconciled		07/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$158,250.00	$158,250.00	$0.00
170	10/12/2023	Reconciled		10/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$76,031.25	$76,031.25	$0.00
171	11/30/2023	Reconciled		11/30/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$228,775.00	$228,775.00	$0.00
172	11/30/2023	Reconciled		11/30/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$730,000.00	$730,000.00	$0.00
Type EFT Totals:					12 Transactions		$3,818,612.50	$3,818,612.50	$0.00
Debt Service - Debt Service Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$3,818,612.50	$3,818,612.50
	Voided	0	$0.00	$0.00
	Total	12	$3,818,612.50	$3,818,612.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	12	$3,818,612.50	$3,818,612.50
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	12	$3,818,612.50	$3,818,612.50

Fringe Benefits - Fringe Benefits in Escrow									
EFT									
13	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$49,743.57	$49,743.57	$0.00
Type EFT Totals:					1 Transactions		$49,743.57	$49,743.57	$0.00
Fringe Benefits - Fringe Benefits in Escrow Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$49,743.57	$49,743.57
	Voided	0	$0.00	$0.00
	Total	1	$49,743.57	$49,743.57

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$49,743.57	$49,743.57
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$49,743.57	$49,743.57

General - General									
EFT									
4375	01/03/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4376	01/03/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4377	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$123,315.24	$123,315.24	$0.00
4378	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,753.14	$3,753.14	$0.00
4379	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,320.12	$4,320.12	$0.00
4380	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$259,081.63	$259,081.63	$0.00
4381	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$759,459.20	$759,459.20	$0.00
4382	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$52,018.40	$52,018.40	$0.00
4383	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$27.18	$27.18	$0.00
4384	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$43.99	$43.99	$0.00
4385	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$805,285.00	$805,285.00	$0.00
4386	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$114,680.00	$114,680.00	$0.00
4387	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.08	$0.08	$0.00
4388	01/09/2023	Reconciled		01/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,677.21	$11,677.21	$0.00
4389	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,784.00	$4,784.00	$0.00
4390	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,519.83	$3,519.83	$0.00
4391	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,042.46	$2,042.46	$0.00
4392	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$145.69	$145.69	$0.00
4393	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,021.98	$3,021.98	$0.00
4394	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$59.12	$59.12	$0.00
4395	01/13/2023	Reconciled		01/31/2023	Accounts Payable	BMO HARRIS BANK NA	$14,354.96	$14,354.96	$0.00
4396	01/13/2023	Reconciled		01/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$413.00	$413.00	$0.00
4397	01/13/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$27,125.00	$27,125.00	$0.00
4398	01/17/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4399	01/17/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100.00	$100.00	$0.00
4400	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$134,590.43	$134,590.43	$0.00
4401	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$260,246.34	$260,246.34	$0.00
4402	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,342.28	$4,342.28	$0.00
4403	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$99,628.79	$99,628.79	$0.00
4404	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,869.76	$130,869.76	$0.00
4405	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$912,218.52	$912,218.52	$0.00
4406	01/23/2023	Reconciled		01/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,019.03	$14,019.03	$0.00
4407	01/23/2023	Reconciled		01/31/2023	Accounts Payable	WEX BANK - EFT	$439.11	$439.11	$0.00
4408	01/27/2023	Reconciled		01/31/2023	Accounts Payable	NATIONAL GRID	$23,855.18	$23,855.18	$0.00
4409	01/27/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$10,000,000.00	$10,000,000.00	$0.00
4410	01/27/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$53.08	$53.08	$0.00
4411	01/30/2023	Reconciled		01/31/2023	Accounts Payable	CITY OF GLENS FALLS	$176,688.80	$176,688.80	$0.00
4412	01/30/2023	Reconciled		01/31/2023	Accounts Payable	TOWN OF CHESTER	$529,266.11	$529,266.11	$0.00
4413	01/30/2023	Reconciled		01/31/2023	Accounts Payable	TOWN OF HORICON	$464,873.43	$464,873.43	$0.00
4414	01/30/2023	Reconciled		01/31/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$314,874.72	$314,874.72	$0.00
4415	01/30/2023	Reconciled		01/31/2023	Accounts Payable	TOWN OF QUEENSBURY	$2,854,373.01	$2,854,373.01	$0.00
4416	01/30/2023	Reconciled		01/31/2023	Accounts Payable	TOWN OF WARRENSBURG	$256,558.28	$256,558.28	$0.00
4417	01/30/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4418	01/30/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4419	01/30/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$797,700.00	$797,700.00	$0.00
4420	01/31/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$37,783.00	$37,783.00	$0.00
4421	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,301.64	$4,301.64	$0.00
4422	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$141,947.26	$141,947.26	$0.00
4423	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$259,486.08	$259,486.08	$0.00
4424	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$909,003.72	$909,003.72	$0.00
4425	02/06/2023	Reconciled		02/28/2023	Accounts Payable	BMO HARRIS BANK NA	$19,727.82	$19,727.82	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4426	02/06/2023	Reconciled		02/28/2023	Accounts Payable	BMO HARRIS BANK NA	$95.00	$95.00	$0.00
4427	02/06/2023	Reconciled		02/28/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$6,885.06	$6,885.06	$0.00
4428	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$532,284.00	$532,284.00	$0.00
4429	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$376,770.00	$376,770.00	$0.00
4430	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$927,486.00	$927,486.00	$0.00
4431	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$25,840.33	$25,840.33	$0.00
4432	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,976.76	$1,976.76	$0.00
4433	02/13/2023	Reconciled		02/28/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$325.00	$325.00	$0.00
4434	02/13/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4435	02/13/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,226.63	$3,226.63	$0.00
4436	02/13/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$51.72	$51.72	$0.00
4437	02/13/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
4438	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$464.47	$464.47	$0.00
4439	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$53.56	$53.56	$0.00
4440	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$160.68	$160.68	$0.00
4441	02/17/2023	Reconciled		02/28/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,239.28	$11,239.28	$0.00
4442	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$876,535.98	$876,535.98	$0.00
4443	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,812.79	$131,812.79	$0.00
4444	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$261,956.26	$261,956.26	$0.00
4445	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,348.74	$4,348.74	$0.00
4446	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.32	$0.32	$0.00
4447	02/21/2023	Reconciled		02/28/2023	Accounts Payable	NATIONAL GRID	$25,464.39	$25,464.39	$0.00
4448	02/27/2023	Reconciled		02/28/2023	Accounts Payable	WEX BANK - EFT	$840.52	$840.52	$0.00
4449	02/27/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4450	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$213,363.12	$213,363.12	$0.00
4451	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$99,993.42	$99,993.42	$0.00
4452	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,869.76	$130,869.76	$0.00
4453	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,332.74	$8,332.74	$0.00
4454	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$879,068.83	$879,068.83	$0.00
4455	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$260,378.08	$260,378.08	$0.00
4456	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,326.58	$4,326.58	$0.00
4457	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,222.44	$132,222.44	$0.00
4458	03/03/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$181,972.00	$181,972.00	$0.00
4459	03/03/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$641,208.00	$641,208.00	$0.00
4460	03/03/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$28,017.00	$28,017.00	$0.00
4461	03/10/2023	Voided	Other	03/10/2023	Accounts Payable	BMO HARRIS BANK NA	$14,443.71		
4462	03/10/2023	Reconciled		03/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,144.58	$14,144.58	$0.00
4463	03/10/2023	Reconciled		03/31/2023	Accounts Payable	BMO HARRIS BANK NA	$13,815.72	$13,815.72	$0.00
4464	03/09/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$618,641.00	$618,641.00	$0.00
4465	03/13/2023	Reconciled		03/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$353.00	$353.00	$0.00
4466	03/13/2023	Reconciled		03/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,474.46	$11,474.46	$0.00
4467	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,435.70	$131,435.70	$0.00
4468	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$259,814.69	$259,814.69	$0.00
4469	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,326.58	$4,326.58	$0.00
4470	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$869,443.94	$869,443.94	$0.00
4471	03/20/2023	Reconciled		03/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,404.42	$16,404.42	$0.00
4472	03/20/2023	Reconciled		03/31/2023	Accounts Payable	WEX BANK - EFT	$685.94	$685.94	$0.00
4473	03/13/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4474	03/13/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$104.25	$104.25	$0.00
4475	03/24/2023	Reconciled		03/31/2023	Accounts Payable	NATIONAL GRID	$38,291.15	$38,291.15	$0.00
4476	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$56,157.00	$56,157.00	$0.00
4477	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$148.97	$148.97	$0.00
4478	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$93,822.00	$93,822.00	$0.00
4479	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.23	$0.23	$0.00
4480	03/24/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,863.71	$100,863.71	$0.00
4481	03/24/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$133,405.04	$133,405.04	$0.00
4482	03/24/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,252.00	$12,252.00	$0.00
4485	03/24/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY CLERK	$432,863.62	$432,863.62	$0.00
4486	03/27/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4487	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,931.06	$131,931.06	$0.00
4488	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,315.50	$4,315.50	$0.00
4489	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$258,988.30	$258,988.30	$0.00
4490	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$876,575.06	$876,575.06	$0.00
4491	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$6,208.54	$6,208.54	$0.00
4492	03/31/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$10,000.00	$10,000.00	$0.00
4493	04/06/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$30.75	$30.75	$0.00
4494	04/06/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$141,623.00	$141,623.00	$0.00
4495	04/06/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$635,123.00	$635,123.00	$0.00
4496	04/06/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$455,958.00	$455,958.00	$0.00
4497	04/06/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$925,701.00	$925,701.00	$0.00
4498	04/07/2023	Reconciled		04/30/2023	Accounts Payable	BMO HARRIS BANK NA	$16,887.43	$16,887.43	$0.00
4499	04/10/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4500	04/12/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,044.50	$5,044.50	$0.00
4501	04/12/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$107.12	$107.12	$0.00
4502	04/12/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$29.56	$29.56	$0.00
4503	04/12/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,910.19	$1,910.19	$0.00
4504	04/14/2023	Reconciled		04/30/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$316.00	$316.00	$0.00
4505	04/14/2023	Reconciled		04/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,385.03	$9,385.03	$0.00
4506	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$850,437.28	$850,437.28	$0.00
4507	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,054.50	$130,054.50	$0.00
4508	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$259,973.79	$259,973.79	$0.00
4509	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,326.58	$4,326.58	$0.00
4510	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$270.95	$270.95	$0.00
4511	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$13.86	$13.86	$0.00
4512	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,703.08	$1,703.08	$0.00
4513	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$369.23	$369.23	$0.00
4514	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$459,831.25	$459,831.25	$0.00
4515	04/20/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$10,500,000.00	$10,500,000.00	$0.00
4516	04/20/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$671.00	$671.00	$0.00
4517	04/20/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$22,582.00	$22,582.00	$0.00
4518	04/20/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,394.00	$5,394.00	$0.00
4519	04/20/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.46	$0.46	$0.00
4520	04/21/2023	Reconciled		04/30/2023	Accounts Payable	WEX BANK - EFT	$1,349.01	$1,349.01	$0.00
4521	04/24/2023	Reconciled		04/30/2023	Accounts Payable	NATIONAL GRID	$28,790.36	$28,790.36	$0.00
4522	04/24/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4523	04/25/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY CLERK	$289,566.56	$289,566.56	$0.00
4524	04/27/2023	Reconciled		04/30/2023	Accounts Payable	TOWN OF CHESTER	$438,019.20	$438,019.20	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4525	04/27/2023	Reconciled		04/30/2023	Accounts Payable	TOWN OF HORICON	$459,972.20	$459,972.20	$0.00
4526	04/27/2023	Reconciled		04/30/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$281,483.45	$281,483.45	$0.00
4527	04/27/2023	Reconciled		04/30/2023	Accounts Payable	TOWN OF QUEENSBURY	$2,555,422.08	$2,555,422.08	$0.00
4528	04/27/2023	Reconciled		04/30/2023	Accounts Payable	TOWN OF WARRENSBURG	$204,486.62	$204,486.62	$0.00
4529	04/27/2023	Reconciled		04/30/2023	Accounts Payable	CITY OF GLENS FALLS	$160,353.41	$160,353.41	$0.00
4530	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$128,880.66	$128,880.66	$0.00
4531	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,326.58	$4,326.58	$0.00
4532	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$259,944.16	$259,944.16	$0.00
4533	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$836,893.72	$836,893.72	$0.00
4534	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$369.23	$369.23	$0.00
4535	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$101,080.04	$101,080.04	$0.00
4536	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$135,940.32	$135,940.32	$0.00
4537	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$188,456.00	$188,456.00	$0.00
4538	05/01/2023	Reconciled		05/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,232.11	$12,232.11	$0.00
4539	05/04/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$603.00	$603.00	$0.00
4540	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BMO HARRIS BANK NA	$15,750.47	$15,750.47	$0.00
4541	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4542	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,405.00	$2,405.00	$0.00
4543	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$424.80	$424.80	$0.00
4544	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$362.51	$362.51	$0.00
4545	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$626.99	$626.99	$0.00
4546	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$258,371.02	$258,371.02	$0.00
4547	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,309.04	$4,309.04	$0.00
4548	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,313.68	$131,313.68	$0.00
4549	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$868,551.22	$868,551.22	$0.00
4550	05/15/2023	Reconciled		05/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$278.00	$278.00	$0.00
4551	05/15/2023	Reconciled		05/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,284.23	$16,284.23	$0.00
4552	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$323,590.00	$323,590.00	$0.00
4553	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$27,059.00	$27,059.00	$0.00
4554	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2.96	$2.96	$0.00
4555	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$74.60	$74.60	$0.00
4556	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.20	$0.20	$0.00
4557	05/15/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.16	$0.16	$0.00
4558	05/22/2023	Reconciled		05/31/2023	Accounts Payable	NATIONAL GRID	$25,464.95	$25,464.95	$0.00
4559	05/19/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$180,196.00	$180,196.00	$0.00
4560	05/19/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$9,662.00	$9,662.00	$0.00
4561	05/19/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$6,262.77	$6,262.77	$0.00
4562	05/22/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4563	05/22/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,361.00	$11,361.00	$0.00
4564	05/22/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$40.64	$40.64	$0.00
4565	05/22/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,682.41	$1,682.41	$0.00
4566	05/24/2023	Reconciled		05/31/2023	Accounts Payable	CEDE & CO.- INTEREST ACCT	$237,000.00	$237,000.00	$0.00
4567	05/24/2023	Reconciled		05/31/2023	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$1,580,000.00	$1,580,000.00	$0.00
4568	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$258,371.02	$258,371.02	$0.00
4569	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,402.53	$130,402.53	$0.00
4570	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$855,490.63	$855,490.63	$0.00
4571	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,309.04	$4,309.04	$0.00
4572	05/26/2023	Reconciled		05/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$6,361.70	$6,361.70	$0.00
4573	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WEX BANK - EFT	$315.90	$315.90	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4574	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY CLERK	$74,403.36	$74,403.36	$0.00
4575	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$135,940.32	$135,940.32	$0.00
4576	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,431.05	$100,431.05	$0.00
4577	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.27	$0.27	$0.00
4578	05/30/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$9,662.00	$9,662.00	$0.00
4579	05/31/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$228,775.00	$228,775.00	$0.00
4580	05/31/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$109,461.00	$109,461.00	$0.00
4581	06/02/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4582	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4583	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$611,367.00	$611,367.00	$0.00
4584	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$70,375.00	$70,375.00	$0.00
4585	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$21,063.00	$21,063.00	$0.00
4586	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$673.00	$673.00	$0.00
4587	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,030.27	$4,030.27	$0.00
4588	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,168.20	$1,168.20	$0.00
4589	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$775.03	$775.03	$0.00
4590	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,040.64	$2,040.64	$0.00
4591	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$257,410.25	$257,410.25	$0.00
4592	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$137,939.79	$137,939.79	$0.00
4593	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,300.74	$4,300.74	$0.00
4594	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$953,157.93	$953,157.93	$0.00
4595	06/09/2023	Reconciled		06/30/2023	Accounts Payable	BMO HARRIS BANK NA	$20,698.50	$20,698.50	$0.00
4596	06/12/2023	Reconciled		06/30/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$245.00	$245.00	$0.00
4597	06/12/2023	Reconciled		06/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,786.30	$15,786.30	$0.00
4598	06/13/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$73.33	$73.33	$0.00
4599	06/15/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$94,399.79	$94,399.79	$0.00
4600	06/15/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$7,221.57	$7,221.57	$0.00
4601	06/16/2023	Reconciled		06/30/2023	Accounts Payable	CITY OF GLENS FALLS	$143,313.83	$143,313.83	$0.00
4602	06/16/2023	Reconciled		06/30/2023	Accounts Payable	TOWN OF CHESTER	$47,437.69	$47,437.69	$0.00
4603	06/16/2023	Reconciled		06/30/2023	Accounts Payable	TOWN OF HORICON	$35,225.37	$35,225.37	$0.00
4604	06/16/2023	Reconciled		06/30/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$29,737.50	$29,737.50	$0.00
4605	06/16/2023	Reconciled		06/30/2023	Accounts Payable	TOWN OF QUEENSBURY	$326,274.56	$326,274.56	$0.00
4606	06/16/2023	Reconciled		06/30/2023	Accounts Payable	TOWN OF WARRENSBURG	$43,415.40	$43,415.40	$0.00
4607	06/16/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,011.00	$5,011.00	$0.00
4608	06/16/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$421.81	$421.81	$0.00
4609	06/16/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
4610	06/20/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4611	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$255,728.57	$255,728.57	$0.00
4612	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,269.34	$4,269.34	$0.00
4613	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,452.79	$132,452.79	$0.00
4614	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$880,739.12	$880,739.12	$0.00
4615	06/23/2023	Reconciled		06/30/2023	Accounts Payable	NATIONAL GRID	$21,798.49	$21,798.49	$0.00
4616	06/23/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$25,000.00	$25,000.00	$0.00
4617	06/23/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$7,765.00	$7,765.00	$0.00
4618	06/23/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.43	$0.43	$0.00
4619	06/26/2023	Reconciled		06/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,059.46	$15,059.46	$0.00
4620	06/26/2023	Reconciled		06/30/2023	Accounts Payable	WEX BANK - EFT	$627.36	$627.36	$0.00
4621	06/28/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY CLERK	$152,642.18	$152,642.18	$0.00
4622	06/28/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$16,769.00	$16,769.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4623	06/30/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4624	06/30/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$99,730.52	$99,730.52	$0.00
4625	06/30/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$135,329.78	$135,329.78	$0.00
4626	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4627	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$558,509.00	$558,509.00	$0.00
4628	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$337,150.00	$337,150.00	$0.00
4629	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,440.63	$254,440.63	$0.00
4630	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,236.10	$4,236.10	$0.00
4631	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,766.68	$130,766.68	$0.00
4632	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$858,037.58	$858,037.58	$0.00
4633	07/10/2023	Reconciled		07/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$19,340.85	$19,340.85	$0.00
4634	07/07/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$50,000.00	$50,000.00	$0.00
4635	07/07/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$165.73	$165.73	$0.00
4636	07/07/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,166.25	$2,166.25	$0.00
4637	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,112,125.00	$1,112,125.00	$0.00
4638	07/14/2023	Reconciled		07/31/2023	Accounts Payable	BMO HARRIS BANK NA	$13,958.85	$13,958.85	$0.00
4639	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,806.94	$3,806.94	$0.00
4640	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$81.28	$81.28	$0.00
4641	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,658.00	$4,658.00	$0.00
4642	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$23,579.00	$23,579.00	$0.00
4643	07/17/2023	Reconciled		07/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$343.00	$343.00	$0.00
4644	07/17/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4645	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$128,299.60	$128,299.60	$0.00
4646	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,249.02	$4,249.02	$0.00
4647	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,948.56	$254,948.56	$0.00
4648	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$278.67	$278.67	$0.00
4649	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.66	$0.66	$0.00
4650	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$830,247.71	$830,247.71	$0.00
4651	07/24/2023	Reconciled		07/31/2023	Accounts Payable	NATIONAL GRID	$22,664.93	$22,664.93	$0.00
4652	07/24/2023	Reconciled		07/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,490.57	$12,490.57	$0.00
4653	07/24/2023	Reconciled		07/31/2023	Accounts Payable	WEX BANK - EFT	$381.69	$381.69	$0.00
4654	07/24/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY CLERK	$270,973.65	$270,973.65	$0.00
4655	07/24/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$29.61	$29.61	$0.00
4656	07/26/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,648.51	$100,648.51	$0.00
4657	07/26/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$134,680.51	$134,680.51	$0.00
4658	07/26/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,551.00	$2,551.00	$0.00
4659	07/28/2023	Reconciled		07/31/2023	Accounts Payable	CITY OF GLENS FALLS	$185,303.32	$185,303.32	$0.00
4660	07/28/2023	Reconciled		07/31/2023	Accounts Payable	TOWN OF CHESTER	$506,905.99	$506,905.99	$0.00
4661	07/28/2023	Reconciled		07/31/2023	Accounts Payable	TOWN OF HORICON	$532,311.52	$532,311.52	$0.00
4662	07/28/2023	Reconciled		07/31/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$325,752.03	$325,752.03	$0.00
4663	07/28/2023	Reconciled		07/31/2023	Accounts Payable	TOWN OF QUEENSBURY	$2,957,310.45	$2,957,310.45	$0.00
4664	07/28/2023	Reconciled		07/31/2023	Accounts Payable	TOWN OF WARRENSBURG	$236,646.01	$236,646.01	$0.00
4665	07/31/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$158,250.00	$158,250.00	$0.00
4666	07/31/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4667	07/31/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$38,399.00	$38,399.00	$0.00
4668	08/01/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4669	08/01/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$263,796.00	$263,796.00	$0.00
4670	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,948.56	$254,948.56	$0.00
4671	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$135,455.96	$135,455.96	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4672	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$824,854.67	$824,854.67	$0.00
4673	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,249.02	$4,249.02	$0.00
4674	08/04/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4675	08/09/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$656,278.00	$656,278.00	$0.00
4676	08/09/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$73.88	$73.88	$0.00
4677	08/09/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,342.93	$3,342.93	$0.00
4678	08/11/2023	Reconciled		08/31/2023	Accounts Payable	BMO HARRIS BANK NA	$22,251.30	$22,251.30	$0.00
4679	08/11/2023	Reconciled		08/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,283.16	$10,283.16	$0.00
4680	08/14/2023	Reconciled		08/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$297.00	$297.00	$0.00
4681	08/14/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4682	08/14/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$120.00	$120.00	$0.00
4683	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,587.45	$254,587.45	$0.00
4684	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,240.72	$4,240.72	$0.00
4685	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$865,012.69	$865,012.69	$0.00
4686	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$130,922.10	$130,922.10	$0.00
4687	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$98.70	$98.70	$0.00
4688	08/17/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$108,113.00	$108,113.00	$0.00
4689	08/17/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$31.40	$31.40	$0.00
4690	08/17/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,712.04	$1,712.04	$0.00
4691	08/21/2023	Reconciled		08/31/2023	Accounts Payable	NATIONAL GRID	$24,695.54	$24,695.54	$0.00
4692	08/21/2023	Reconciled		08/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,238.25	$13,238.25	$0.00
4693	08/24/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY CLERK	$513,563.38	$513,563.38	$0.00
4694	08/24/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,648.51	$100,648.51	$0.00
4695	08/24/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,825.40	$132,825.40	$0.00
4696	08/25/2023	Reconciled		08/31/2023	Accounts Payable	WEX BANK - EFT	$387.03	$387.03	$0.00
4697	08/28/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4698	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,865.66	$132,865.66	$0.00
4699	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$255,113.00	$255,113.00	$0.00
4700	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,249.96	$4,249.96	$0.00
4701	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$889,989.06	$889,989.06	$0.00
4702	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$19,989.00	$19,989.00	$0.00
4703	09/01/2023	Reconciled		09/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,725.55	$12,725.55	$0.00
4704	09/01/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4705	09/01/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,408.00	$8,408.00	$0.00
4706	09/01/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,332.74	$8,332.74	$0.00
4707	09/07/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$452,728.00	$452,728.00	$0.00
4708	09/07/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,541.00	$8,541.00	$0.00
4709	09/08/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$9,033.00	$9,033.00	$0.00
4710	09/11/2023	Reconciled		09/30/2023	Accounts Payable	BMO HARRIS BANK NA	$12,450.09	$12,450.09	$0.00
4711	09/11/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4712	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$255,824.08	$255,824.08	$0.00
4713	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,268.44	$4,268.44	$0.00
4714	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$136,594.76	$136,594.76	$0.00
4715	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$936,235.16	$936,235.16	$0.00
4716	09/15/2023	Reconciled		09/30/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$364.00	$364.00	$0.00
4717	09/18/2023	Reconciled		09/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,240.83	$16,240.83	$0.00
4718	09/18/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4719	09/18/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$315.23	$315.23	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4720	09/25/2023	Reconciled		09/30/2023	Accounts Payable	NATIONAL GRID	$29,953.56	$29,953.56	$0.00
4721	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WEX BANK - EFT	$7,809.11	$7,809.11	$0.00
4722	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4723	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4724	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$6,208.54	$6,208.54	$0.00
4725	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$325.71	$325.71	$0.00
4726	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$929,187.75	$929,187.75	$0.00
4727	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$135,905.90	$135,905.90	$0.00
4728	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$116,522.00	$116,522.00	$0.00
4729	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,732.00	$1,732.00	$0.00
4730	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$134,093.45	$134,093.45	$0.00
4731	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,703.09	$100,703.09	$0.00
4732	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$72.04	$72.04	$0.00
4733	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,702.43	$3,702.43	$0.00
4734	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$253,408.43	$253,408.43	$0.00
4735	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,228.74	$4,228.74	$0.00
4736	09/29/2023	Voided	Other	09/29/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,215.14		
4737	09/29/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY CLERK	$830,835.69	$830,835.69	$0.00
4738	09/29/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$504,869.00	$504,869.00	$0.00
4739	09/29/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$128,095.00	$128,095.00	$0.00
4740	10/02/2023	Reconciled		10/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,215.14	$10,215.14	$0.00
4741	10/04/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$489,545.00	$489,545.00	$0.00
4742	10/04/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$106,984.00	$106,984.00	$0.00
4743	10/04/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$284,655.00	$284,655.00	$0.00
4744	10/06/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$110,928.00	$110,928.00	$0.00
4745	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,920.90	$254,920.90	$0.00
4746	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,254.58	$4,254.58	$0.00
4747	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,976.38	$132,976.38	$0.00
4748	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$891,905.71	$891,905.71	$0.00
4749	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4750	10/13/2023	Reconciled		10/31/2023	Accounts Payable	BMO HARRIS BANK NA	$16,090.46	$16,090.46	$0.00
4751	10/13/2023	Reconciled		10/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$297.00	$297.00	$0.00
4752	10/12/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$76,031.25	$76,031.25	$0.00
4753	10/16/2023	Reconciled		10/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,799.33	$16,799.33	$0.00
4754	10/16/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,430,918.00	$1,430,918.00	$0.00
4755	10/16/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$28.85	$28.85	$0.00
4756	10/23/2023	Reconciled		10/31/2023	Accounts Payable	NATIONAL GRID	$27,931.37	$27,931.37	$0.00
4757	10/23/2023	Reconciled		10/31/2023	Accounts Payable	WEX BANK - EFT	$1,863.88	$1,863.88	$0.00
4758	10/20/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,209.29	$5,209.29	$0.00
4759	10/20/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,572.00	$2,572.00	$0.00
4760	10/20/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$116.36	$116.36	$0.00
4761	10/23/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4762	10/24/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$254,760.15	$254,760.15	$0.00
4763	10/24/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,257.36	$4,257.36	$0.00
4764	10/24/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$133,341.47	$133,341.47	$0.00
4765	10/24/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$900,692.17	$900,692.17	$0.00
4766	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY CLERK	$351,177.73	$351,177.73	$0.00
4767	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,698.87	$131,698.87	$0.00
4768	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$99,586.99	$99,586.99	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4769	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,039.28	$5,039.28	$0.00
4770	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.32	$0.32	$0.00
4771	10/30/2023	Reconciled		10/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,643.68	$7,643.68	$0.00
4772	10/30/2023	Reconciled		10/31/2023	Accounts Payable	CITY OF GLENS FALLS	$245,997.16	$245,997.16	$0.00
4773	10/30/2023	Reconciled		10/31/2023	Accounts Payable	TOWN OF CHESTER	$693,889.79	$693,889.79	$0.00
4774	10/30/2023	Reconciled		10/31/2023	Accounts Payable	TOWN OF HORICON	$728,666.72	$728,666.72	$0.00
4775	10/30/2023	Reconciled		10/31/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$445,913.08	$445,913.08	$0.00
4776	10/30/2023	Reconciled		10/31/2023	Accounts Payable	TOWN OF QUEENSBURY	$4,048,181.66	$4,048,181.66	$0.00
4777	10/30/2023	Reconciled		10/31/2023	Accounts Payable	TOWN OF WARRENSBURG	$323,938.27	$323,938.27	$0.00
4778	11/06/2023	Reconciled		11/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$6,465.51	$6,465.51	$0.00
4779	11/06/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4780	11/06/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$16,100.00	$16,100.00	$0.00
4781	11/08/2023	Reconciled		11/30/2023	Accounts Payable	BMO HARRIS BANK NA	$13,474.03	$13,474.03	$0.00
4782	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$255,884.57	$255,884.57	$0.00
4783	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,292.44	$4,292.44	$0.00
4784	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,022.69	$131,022.69	$0.00
4785	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$883,759.59	$883,759.59	$0.00
4786	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$13,845.00	$13,845.00	$0.00
4787	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$60,756.00	$60,756.00	$0.00
4788	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$579,474.00	$579,474.00	$0.00
4789	11/15/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$315,395.00	$315,395.00	$0.00
4790	11/15/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,719.35	$1,719.35	$0.00
4791	11/17/2023	Reconciled		11/30/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$261.00	$261.00	$0.00
4792	11/20/2023	Reconciled		11/30/2023	Accounts Payable	NATIONAL GRID	$24,473.84	$24,473.84	$0.00
4793	11/20/2023	Reconciled		11/30/2023	Accounts Payable	WEX BANK - EFT	$482.67	$482.67	$0.00
4794	11/27/2023	Reconciled		11/30/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$8,769.83	$8,769.83	$0.00
4795	11/20/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$51.65	$51.65	$0.00
4796	11/20/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4797	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$907,345.26	$907,345.26	$0.00
4798	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$255,366.60	$255,366.60	$0.00
4799	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,287.82	$4,287.82	$0.00
4800	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,755.54	$132,755.54	$0.00
4801	11/22/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY CLERK	$366,097.06	$366,097.06	$0.00
4802	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$101,872.94	$101,872.94	$0.00
4803	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$132,115.24	$132,115.24	$0.00
4804	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$10,869.00	$10,869.00	$0.00
4805	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
4806	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.69	$0.69	$0.00
4807	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$18,520.21	$18,520.21	$0.00
4808	11/30/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$958,775.00	$958,775.00	$0.00
4809	12/04/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4810	12/07/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$265,070.79	$265,070.79	$0.00
4811	12/07/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$131,888.57	$131,888.57	$0.00
4812	12/07/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,353.40	$4,353.40	$0.00
4813	12/07/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$894,336.06	$894,336.06	$0.00
4814	12/08/2023	Reconciled		12/31/2023	Accounts Payable	WEX BANK - EFT	$349.07	$349.07	$0.00
4815	12/11/2023	Reconciled		12/31/2023	Accounts Payable	BMO HARRIS BANK NA	$13,753.13	$13,753.13	$0.00
4816	12/11/2023	Reconciled		12/31/2023	Accounts Payable	BMO HARRIS BANK NA	$20.80	$20.80	$0.00
4817	12/06/2023	Reconciled		12/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$7,122,702.00	$7,122,702.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4818	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$163,476.00	$163,476.00	$0.00
4819	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$37,010.00	$37,010.00	$0.00
4820	12/18/2023	Reconciled		12/31/2023	Accounts Payable	NATIONAL GRID	$25,488.39	$25,488.39	$0.00
4821	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$370,561.00	$370,561.00	$0.00
4822	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$90,759.00	$90,759.00	$0.00
4823	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$410,865.00	$410,865.00	$0.00
4824	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11.25	$11.25	$0.00
4825	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.52	$0.52	$0.00
4826	12/18/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4827	12/18/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,365.00	$2,365.00	$0.00
4828	12/18/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$39.99	$39.99	$0.00
4829	12/20/2023	Reconciled		12/31/2023	Accounts Payable	CITY OF GLENS FALLS	$163,975.91	$163,975.91	$0.00
4830	12/20/2023	Reconciled		12/31/2023	Accounts Payable	TOWN OF CHESTER	$44,700.71	$44,700.71	$0.00
4831	12/20/2023	Reconciled		12/31/2023	Accounts Payable	TOWN OF HORICON	$32,742.25	$32,742.25	$0.00
4832	12/20/2023	Reconciled		12/31/2023	Accounts Payable	TOWN OF LAKE LUZERNE	$28,275.58	$28,275.58	$0.00
4833	12/20/2023	Reconciled		12/31/2023	Accounts Payable	TOWN OF QUEENSBURY	$578,391.01	$578,391.01	$0.00
4834	12/20/2023	Reconciled		12/31/2023	Accounts Payable	TOWN OF WARRENSBURG	$28,789.60	$28,789.60	$0.00
4835	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$266,204.70	$266,204.70	$0.00
4836	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$4,370.94	$4,370.94	$0.00
4837	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$134,748.86	$134,748.86	$0.00
4838	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$932,862.92	$932,862.92	$0.00
4839	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$17,772.00	$17,772.00	$0.00
4840	12/22/2023	Reconciled		12/31/2023	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$284.00	$284.00	$0.00
4841	12/22/2023	Reconciled		12/31/2023	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,186.72	$17,186.72	$0.00
4842	12/28/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY CLERK	$183,432.14	$183,432.14	$0.00
4843	12/29/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
Type EFT Totals:					467 Transactions		$140,101,834.32	$140,077,175.47	$0.00
General - General Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	465	$140,077,175.47	$140,077,175.47
	Voided	2	$24,658.85	$0.00
	Total	467	$140,101,834.32	$140,077,175.47

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	465	$140,077,175.47	$140,077,175.47
	Voided	2	$24,658.85	$0.00
	Stopped	0	$0.00	$0.00
	Total	467	$140,101,834.32	$140,077,175.47

Ins Cash Sweep - Insured Cash Sweep - General									
EFT									
22	01/27/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00	$1,000,000.00	$0.00
23	08/07/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,000,000.00	$5,000,000.00	$0.00
24	08/28/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00	$1,000,000.00	$0.00
25	11/15/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,500,000.00	$1,500,000.00	$0.00

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
26	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$7,000,000.00	$7,000,000.00	$0.00
Type EFT Totals:					5 Transactions		$15,500,000.00	$15,500,000.00	$0.00

Ins Cash Sweep - Insured Cash Sweep - General Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	5	$15,500,000.00	$15,500,000.00
	Voided	0	$0.00	$0.00
	Total	5	$15,500,000.00	$15,500,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	5	$15,500,000.00	$15,500,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	5	$15,500,000.00	$15,500,000.00

Misc Trust - Miscellaneous Trust-GFN

EFT

1528	01/05/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$53.50	$53.50	$0.00
1529	01/05/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$660.51	$660.51	$0.00
1530	01/06/2023	Reconciled	01/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$436,924.16	$436,924.16	$0.00
1531	01/06/2023	Reconciled	01/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$88,939.96	$88,939.96	$0.00
1532	01/11/2023	Reconciled	01/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$75,930.21	$75,930.21	$0.00
1533	01/19/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,330.40	$1,330.40	$0.00
1534	01/19/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$107.76	$107.76	$0.00
1535	01/19/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$33,930.44	$33,930.44	$0.00
1536	01/19/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.16	$0.16	$0.00
1537	01/19/2023	Reconciled	01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1538	01/19/2023	Reconciled	01/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$16,330.29	$16,330.29	$0.00
1539	01/20/2023	Reconciled	01/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$467,924.88	$467,924.88	$0.00
1540	01/20/2023	Reconciled	01/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$89,125.06	$89,125.06	$0.00
1541	01/25/2023	Reconciled	01/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$80,262.07	$80,262.07	$0.00
1542	02/01/2023	Reconciled	02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$91.04	$91.04	$0.00
1543	02/01/2023	Reconciled	02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,123.95	$1,123.95	$0.00
1544	02/03/2023	Reconciled	02/28/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$496,851.03	$496,851.03	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1545	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.04	$0.04	$0.00
1546	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.21	$0.21	$0.00
1547	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,927.52	$1,927.52	$0.00
1548	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$240.37	$240.37	$0.00
1549	02/08/2023	Reconciled		02/28/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$85,861.58	$85,861.58	$0.00
1550	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1551	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
1552	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$754.44	$754.44	$0.00
1553	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$61.11	$61.11	$0.00
1554	02/16/2023	Reconciled		02/28/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,959.01	$14,959.01	$0.00
1555	02/17/2023	Reconciled		02/28/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$456,574.22	$456,574.22	$0.00
1556	02/17/2023	Reconciled		02/28/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$91,607.77	$91,607.77	$0.00
1557	02/23/2023	Reconciled		02/28/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,107.36	$79,107.36	$0.00
1558	02/28/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$33,930.44	$33,930.44	$0.00
1559	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$663.41	$663.41	$0.00
1560	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$53.74	$53.74	$0.00
1561	03/03/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1562	03/03/2023	Reconciled		03/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$462,476.03	$462,476.03	$0.00
1563	03/08/2023	Reconciled		03/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$80,343.01	$80,343.01	$0.00
1564	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$630.42	$630.42	$0.00
1565	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$51.06	$51.06	$0.00
1566	03/17/2023	Reconciled		03/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$458,011.45	$458,011.45	$0.00
1567	03/22/2023	Reconciled		03/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,452.68	$79,452.68	$0.00
1568	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1569	03/24/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,604.38	$34,604.38	$0.00
1570	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$741.89	$741.89	$0.00
1571	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.60	$0.60	$0.00
1572	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$60.09	$60.09	$0.00
1573	03/30/2023	Reconciled		03/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,151.54	$15,151.54	$0.00
1574	03/31/2023	Reconciled		03/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$460,210.27	$460,210.27	$0.00
1575	03/31/2023	Reconciled		03/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$138,147.84	$138,147.84	$0.00
1576	04/07/2023	Reconciled		04/30/2023	Accounts Payable	BMO HARRIS BANK NA	$485.63	$485.63	$0.00
1577	04/05/2023	Reconciled		04/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,811.99	$79,811.99	$0.00
1578	04/10/2023	Reconciled		04/30/2023	Accounts Payable	NYS COMPTROLLER	$966.71	$966.71	$0.00
1579	04/10/2023	Reconciled		04/30/2023	Accounts Payable	NYS COMPTROLLER	$376.73	$376.73	$0.00
1580	04/10/2023	Reconciled		04/30/2023	Accounts Payable	NYS COMPTROLLER	$11,594.25	$11,594.25	$0.00
1581	04/11/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,878.60	$8,878.60	$0.00
1582	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$757.66	$757.66	$0.00
1583	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$71.22	$71.22	$0.00
1584	04/14/2023	Reconciled		04/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$453,295.73	$453,295.73	$0.00
1585	04/19/2023	Reconciled		04/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,816.59	$78,816.59	$0.00
1586	04/27/2023	Reconciled		04/30/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,895.14	$14,895.14	$0.00
1587	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$741.18	$741.18	$0.00
1588	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$69.67	$69.67	$0.00
1589	04/28/2023	Reconciled		04/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$447,783.02	$447,783.02	$0.00
1590	04/28/2023	Reconciled		04/30/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$94,785.27	$94,785.27	$0.00
1591	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$35,278.32	$35,278.32	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1592	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.56	$0.56	$0.00
1593	04/28/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1594	05/03/2023	Reconciled		05/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$77,779.84	$77,779.84	$0.00
1595	05/04/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5.69	$5.69	$0.00
1596	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BMO HARRIS BANK NA	$215.24	$215.24	$0.00
1597	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$64.35	$64.35	$0.00
1598	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$684.54	$684.54	$0.00
1599	05/12/2023	Reconciled		05/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$458,553.76	$458,553.76	$0.00
1600	05/17/2023	Reconciled		05/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,356.42	$79,356.42	$0.00
1601	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$683.49	$683.49	$0.00
1602	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$64.25	$64.25	$0.00
1603	05/25/2023	Reconciled		05/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,303.42	$15,303.42	$0.00
1604	05/26/2023	Reconciled		05/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$455,710.56	$455,710.56	$0.00
1605	05/26/2023	Reconciled		05/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$97,354.80	$97,354.80	$0.00
1606	05/30/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1607	05/30/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$35,278.32	$35,278.32	$0.00
1608	06/01/2023	Reconciled		06/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,964.64	$78,964.64	$0.00
1609	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,023.05	$8,023.05	$0.00
1610	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$673.66	$673.66	$0.00
1611	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$831.00	$831.00	$0.00
1612	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$691.36	$691.36	$0.00
1613	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$64.99	$64.99	$0.00
1614	06/09/2023	Reconciled		06/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$486,648.14	$486,648.14	$0.00
1615	06/13/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,604.61	$1,604.61	$0.00
1616	06/13/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.49	$0.49	$0.00
1617	06/14/2023	Reconciled		06/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$84,133.57	$84,133.57	$0.00
1618	06/16/2023	Reconciled		06/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$21,714.08	$21,714.08	$0.00
1619	06/22/2023	Reconciled		06/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$3,305.52	$3,305.52	$0.00
1620	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$711.08	$711.08	$0.00
1621	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$66.84	$66.84	$0.00
1622	06/22/2023	Reconciled		06/30/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,987.80	$14,987.80	$0.00
1623	06/23/2023	Reconciled		06/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$462,661.00	$462,661.00	$0.00
1624	06/23/2023	Reconciled		06/30/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$101,048.44	$101,048.44	$0.00
1625	06/28/2023	Reconciled		06/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,871.22	$79,871.22	$0.00
1626	06/30/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$35,106.11	$35,106.11	$0.00
1627	07/07/2023	Reconciled		07/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$460,096.96	$460,096.96	$0.00
1628	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$323.64	$323.64	$0.00
1629	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$30.42	$30.42	$0.00
1630	07/07/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.36	$0.36	$0.00
1631	07/12/2023	Reconciled		07/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,678.18	$79,678.18	$0.00
1632	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,604.61	$1,604.61	$0.00
1633	07/13/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$387.06	$387.06	$0.00
1634	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$46.59	$46.59	$0.00
1635	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$775.24	$775.24	$0.00
1636	07/19/2023	Reconciled		07/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,377.45	$14,377.45	$0.00
1637	07/20/2023	Reconciled		07/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$453,964.74	$453,964.74	$0.00
1638	07/21/2023	Reconciled		07/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$97,450.47	$97,450.47	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1639	07/26/2023	Reconciled		07/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$78,217.23	$78,217.23	$0.00
1640	07/26/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,933.52	$34,933.52	$0.00
1641	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$734.02	$734.02	$0.00
1642	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$32.11	$32.11	$0.00
1643	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.05	$0.05	$0.00
1644	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.13	$0.13	$0.00
1645	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,170.11	$3,170.11	$0.00
1646	08/04/2023	Reconciled		08/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$483,577.60	$483,577.60	$0.00
1647	08/09/2023	Reconciled		08/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$83,274.34	$83,274.34	$0.00
1648	08/09/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$117.05	$117.05	$0.00
1649	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,224.32	$1,224.32	$0.00
1650	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$64.55	$64.55	$0.00
1651	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$314.65	$314.65	$0.00
1652	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$103.28	$103.28	$0.00
1653	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.04	$0.04	$0.00
1654	08/18/2023	Reconciled		08/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$464,050.96	$464,050.96	$0.00
1655	08/18/2023	Reconciled		08/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$99,504.29	$99,504.29	$0.00
1656	08/23/2023	Reconciled		08/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$79,984.91	$79,984.91	$0.00
1657	08/24/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,440.38	$34,440.38	$0.00
1658	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,332.56	$1,332.56	$0.00
1659	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$56.53	$56.53	$0.00
1660	08/31/2023	Reconciled		08/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$14,988.86	$14,988.86	$0.00
1661	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$60.43	$60.43	$0.00
1662	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.67	$0.67	$0.00
1663	09/01/2023	Reconciled		09/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$471,221.23	$471,221.23	$0.00
1664	09/06/2023	Reconciled		09/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,723.25	$81,723.25	$0.00
1665	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,259.80	$1,259.80	$0.00
1666	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$58.49	$58.49	$0.00
1667	09/15/2023	Reconciled		09/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$486,590.60	$486,590.60	$0.00
1668	09/20/2023	Reconciled		09/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$84,164.25	$84,164.25	$0.00
1669	09/25/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,387.36	$2,387.36	$0.00
1670	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,239.02	$1,239.02	$0.00
1671	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,737.83	$34,737.83	$0.00
1672	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$55.32	$55.32	$0.00
1673	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.29	$0.29	$0.00
1674	09/28/2023	Reconciled		09/30/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,039.25	$15,039.25	$0.00
1675	09/29/2023	Reconciled		09/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$480,989.62	$480,989.62	$0.00
1676	09/29/2023	Reconciled		09/30/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$151,282.21	$151,282.21	$0.00
1677	10/04/2023	Reconciled		10/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$83,389.69	$83,389.69	$0.00
1678	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,354.76	$1,354.76	$0.00
1679	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$109.80	$109.80	$0.00
1680	10/13/2023	Reconciled		10/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$468,556.22	$468,556.22	$0.00
1681	10/13/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.41	$0.41	$0.00
1682	10/13/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1683	10/18/2023	Reconciled		10/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,072.38	$81,072.38	$0.00
1684	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,366.23	$1,366.23	$0.00
1685	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$102.75	$102.75	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1686	10/26/2023	Reconciled		10/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$15,021.39	$15,021.39	$0.00
1687	10/27/2023	Reconciled		10/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$469,704.22	$469,704.22	$0.00
1688	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,099.55	$34,099.55	$0.00
1689	10/26/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1690	10/30/2023	Reconciled		10/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$100,294.11	$100,294.11	$0.00
1691	11/01/2023	Reconciled		11/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,551.49	$81,551.49	$0.00
1692	11/06/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,387.36	$2,387.36	$0.00
1693	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,284.90	$1,284.90	$0.00
1694	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$96.28	$96.28	$0.00
1695	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1.25	$1.25	$0.00
1696	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.03	$0.03	$0.00
1697	11/09/2023	Reconciled		11/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$460,198.52	$460,198.52	$0.00
1698	11/14/2023	Reconciled		11/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$80,081.13	$80,081.13	$0.00
1699	11/15/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,387.36	$2,387.36	$0.00
1700	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,353.70	$1,353.70	$0.00
1701	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$104.07	$104.07	$0.00
1702	11/24/2023	Reconciled		11/30/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$101,066.25	$101,066.25	$0.00
1703	11/24/2023	Reconciled		11/30/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$468,018.12	$468,018.12	$0.00
1704	11/29/2023	Reconciled		11/30/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,468.49	$81,468.49	$0.00
1705	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,240.94	$34,240.94	$0.00
1706	11/29/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1707	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,047.97	$1,047.97	$0.00
1708	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$100.20	$100.20	$0.00
1709	12/07/2023	Reconciled		12/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$16,841.79	$16,841.79	$0.00
1710	12/08/2023	Reconciled		12/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$463,081.80	$463,081.80	$0.00
1711	12/13/2023	Reconciled		12/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$80,524.28	$80,524.28	$0.00
1712	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.21	$0.21	$0.00
1713	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,387.36	$2,387.36	$0.00
1714	12/21/2023	Reconciled		12/31/2023	Accounts Payable	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	$16,871.37	$16,871.37	$0.00
1715	12/22/2023	Reconciled		12/31/2023	Accounts Payable	ELECT FED TAX PAYT SYS	$471,748.38	$471,748.38	$0.00
1716	12/22/2023	Reconciled		12/31/2023	Accounts Payable	NYS RETIREMENT SYSTEM	$101,383.00	$101,383.00	$0.00
1717	12/28/2023	Reconciled		12/31/2023	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$81,881.58	$81,881.58	$0.00
1718	12/28/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.02	$0.02	$0.00
1719	12/28/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$0.55	$0.55	$0.00
Type EFT Totals:					192 Transactions		$16,220,825.39	$16,220,825.39	$0.00

Misc Trust - Miscellaneous Trust-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	192	$16,220,825.39	$16,220,825.39
	Voided	0	$0.00	$0.00
	Total	192	$16,220,825.39	$16,220,825.39

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	192	$16,220,825.39	$16,220,825.39
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total 192	$16,220,825.39		$16,220,825.39	
Residential Hall - Residential Hall-GFN									
EFT									
4	03/22/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$298.41	$298.41	$0.00
Type EFT Totals:					1 Transactions		$298.41	$298.41	$0.00
Residential Hall - Residential Hall-GFN Totals							$298.41	$298.41	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$298.41	$298.41
	Voided	0	$0.00	$0.00
	Total	1	$298.41	$298.41

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$298.41	$298.41
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$298.41	$298.41

Self Insurance - Self Insurance									
EFT									
1022	01/03/2023	Reconciled		01/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1023	01/03/2023	Reconciled		01/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1024	01/03/2023	Reconciled		01/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1025	01/03/2023	Reconciled		01/31/2023	Accounts Payable	STEVES, DUSTIN	$829.24	$829.24	$0.00
1026	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$594.87	$594.87	$0.00
1027	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$20.32	$20.32	$0.00
1028	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$854.75	$854.75	$0.00
1029	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1030	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,354.80	$8,354.80	$0.00
1031	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$500.00	$500.00	$0.00
1032	01/17/2023	Reconciled		01/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1033	01/17/2023	Reconciled		01/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1034	01/17/2023	Reconciled		01/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1035	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.10	$8,477.10	$0.00
1036	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1037	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1038	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1039	01/27/2023	Reconciled		01/31/2023	Accounts Payable	KELLY, ROBERT, E	$912.86	$912.86	$0.00
1040	01/30/2023	Reconciled		01/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1041	01/30/2023	Reconciled		01/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1042	01/30/2023	Reconciled		01/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1043	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$668.84	$668.84	$0.00
1044	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1045	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1046	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.10	$8,477.10	$0.00
1047	02/13/2023	Reconciled		02/28/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1048	02/13/2023	Reconciled		02/28/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1049	02/13/2023	Reconciled		02/28/2023	Accounts Payable	DEZALIA, CHAD	$88,315.90	$88,315.90	$0.00
1050	02/13/2023	Reconciled		02/28/2023	Accounts Payable	HOWE, JOHN	$698.27	$698.27	$0.00
1051	02/13/2023	Reconciled		02/28/2023	Accounts Payable	KELLY, ROBERT, E	$912.86	$912.86	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1052	02/13/2023	Reconciled		02/28/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1053	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.09	$8,477.09	$0.00
1054	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.54	$624.54	$0.00
1055	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1056	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1057	02/27/2023	Reconciled		02/28/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1058	02/27/2023	Reconciled		02/28/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1059	02/27/2023	Reconciled		02/28/2023	Accounts Payable	HOWE, JOHN	$1,396.54	$1,396.54	$0.00
1060	02/27/2023	Reconciled		02/28/2023	Accounts Payable	KELLY, ROBERT, E	$912.86	$912.86	$0.00
1061	02/27/2023	Reconciled		02/28/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1062	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.07	$8,477.07	$0.00
1063	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1064	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1065	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1066	03/13/2023	Reconciled		03/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1067	03/13/2023	Reconciled		03/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1068	03/13/2023	Reconciled		03/31/2023	Accounts Payable	HOWE, JOHN	$1,047.40	$1,047.40	$0.00
1069	03/13/2023	Reconciled		03/31/2023	Accounts Payable	KELLY, ROBERT, E	$319.51	$319.51	$0.00
1070	03/13/2023	Reconciled		03/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1071	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.09	$8,477.09	$0.00
1072	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1073	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1074	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1075	03/27/2023	Reconciled		03/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1076	03/27/2023	Reconciled		03/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1077	03/27/2023	Reconciled		03/31/2023	Accounts Payable	HOWE, JOHN	$1,047.40	$1,047.40	$0.00
1078	03/27/2023	Reconciled		03/31/2023	Accounts Payable	KELLY, ROBERT, E	$456.44	$456.44	$0.00
1079	03/27/2023	Reconciled		03/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1080	03/27/2023	Reconciled		03/31/2023	Accounts Payable	PELLINO, LINDA	$1,209.08	$1,209.08	$0.00
1081	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.56	$624.56	$0.00
1082	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1083	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.10	$8,477.10	$0.00
1084	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$864.66	$864.66	$0.00
1085	03/31/2023	Reconciled		03/31/2023	Accounts Payable	HOWE, JOHN	$314.23	$314.23	$0.00
1086	03/31/2023	Reconciled		03/31/2023	Accounts Payable	KELLY, ROBERT, E	$593.35	$593.35	$0.00
1087	03/31/2023	Reconciled		03/31/2023	Accounts Payable	NORTON, KEVIN, P	$11,720.00	$11,720.00	$0.00
1088	04/10/2023	Reconciled		04/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1089	04/10/2023	Reconciled		04/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1090	04/10/2023	Reconciled		04/30/2023	Accounts Payable	HOWE, JOHN	$1,396.54	$1,396.54	$0.00
1091	04/10/2023	Reconciled		04/30/2023	Accounts Payable	KELLY, ROBERT, E	$456.44	$456.44	$0.00
1092	04/10/2023	Reconciled		04/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1093	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.10	$8,477.10	$0.00
1094	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1095	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1096	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1097	04/24/2023	Reconciled		04/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1098	04/24/2023	Reconciled		04/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1099	04/24/2023	Reconciled		04/30/2023	Accounts Payable	HOWE, JOHN	$1,117.23	$1,117.23	$0.00
1100	04/24/2023	Reconciled		04/30/2023	Accounts Payable	KELLY, ROBERT, E	$456.44	$456.44	$0.00
1101	04/24/2023	Reconciled		04/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1102	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.54	$624.54	$0.00
1103	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1104	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.09	$8,477.09	$0.00
1105	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1106	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1107	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1108	05/08/2023	Reconciled		05/31/2023	Accounts Payable	KELLY, ROBERT, E	$228.22	$228.22	$0.00
1109	05/08/2023	Reconciled		05/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1110	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1111	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1112	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1113	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.10	$8,477.10	$0.00
1114	05/22/2023	Reconciled		05/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1115	05/22/2023	Reconciled		05/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1116	05/22/2023	Reconciled		05/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1117	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1118	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.57	$624.57	$0.00
1119	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.09	$8,477.09	$0.00
1120	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1121	05/26/2023	Reconciled		05/31/2023	Accounts Payable	HOWE, JOHN	$192.02	$192.02	$0.00
1122	06/05/2023	Reconciled		06/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1123	06/05/2023	Reconciled		06/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1124	06/05/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1125	06/05/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, KYLE	$762.76	$762.76	$0.00
1126	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1127	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.55	$624.55	$0.00
1128	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1129	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.08	$8,477.08	$0.00
1130	06/09/2023	Reconciled		06/30/2023	Accounts Payable	BMO HARRIS BANK NA	$469.00	$469.00	$0.00
1131	06/20/2023	Reconciled		06/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1132	06/20/2023	Reconciled		06/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1133	06/20/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1134	06/20/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, KYLE	$1,144.14	$1,144.14	$0.00
1135	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1136	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$624.56	$624.56	$0.00
1137	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,477.09	$8,477.09	$0.00
1138	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$997.12	$997.12	$0.00
1139	06/30/2023	Reconciled		06/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1140	06/30/2023	Reconciled		06/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1141	06/30/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1142	06/30/2023	Reconciled		06/30/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1143	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1144	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$627.97	$627.97	$0.00
1145	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,521.82	$8,521.82	$0.00
1146	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,001.33	$1,001.33	$0.00
1147	07/17/2023	Reconciled		07/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1148	07/17/2023	Reconciled		07/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1149	07/17/2023	Reconciled		07/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1150	07/17/2023	Reconciled		07/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1151	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,007.63	$1,007.63	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1152	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1153	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$633.11	$633.11	$0.00
1154	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,588.90	$8,588.90	$0.00
1155	07/31/2023	Reconciled		07/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1156	07/31/2023	Reconciled		07/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1157	07/31/2023	Reconciled		07/31/2023	Accounts Payable	KELLY, ROBERT, E	$166.38	$166.38	$0.00
1158	07/31/2023	Reconciled		07/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1159	07/31/2023	Reconciled		07/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1160	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1161	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$684.62	$684.62	$0.00
1162	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,683.65	$8,683.65	$0.00
1163	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,019.53	$1,019.53	$0.00
1164	08/14/2023	Reconciled		08/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1165	08/14/2023	Reconciled		08/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1166	08/14/2023	Reconciled		08/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1167	08/14/2023	Reconciled		08/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1168	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1169	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.19	$645.19	$0.00
1170	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.81	$8,746.81	$0.00
1171	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1172	08/28/2023	Reconciled		08/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1173	08/28/2023	Reconciled		08/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1174	08/28/2023	Reconciled		08/31/2023	Accounts Payable	KELLY, ROBERT, E	$698.70	$698.70	$0.00
1175	08/28/2023	Reconciled		08/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1176	08/28/2023	Reconciled		08/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1177	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.18	$645.18	$0.00
1178	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1179	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.80	$8,746.80	$0.00
1180	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1181	09/11/2023	Reconciled		09/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1182	09/11/2023	Reconciled		09/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1183	09/11/2023	Reconciled		09/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1184	09/11/2023	Reconciled		09/30/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1185	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1186	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.18	$645.18	$0.00
1187	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.81	$8,746.81	$0.00
1188	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1189	09/25/2023	Reconciled		09/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1190	09/25/2023	Reconciled		09/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1191	09/25/2023	Reconciled		09/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1192	09/25/2023	Reconciled		09/30/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1193	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.80	$8,746.80	$0.00
1194	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1195	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.18	$645.18	$0.00
1196	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1197	10/10/2023	Reconciled		10/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1198	10/10/2023	Reconciled		10/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1199	10/10/2023	Reconciled		10/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1200	10/10/2023	Reconciled		10/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1201	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1202	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.20	$645.20	$0.00
1203	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.81	$8,746.81	$0.00
1204	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1205	10/13/2023	Reconciled		10/31/2023	Accounts Payable	BMO HARRIS BANK NA	$49.95	$49.95	$0.00
1206	10/23/2023	Reconciled		10/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1207	10/23/2023	Reconciled		10/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1208	10/23/2023	Reconciled		10/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1209	10/23/2023	Reconciled		10/31/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1210	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1211	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$645.20	$645.20	$0.00
1212	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.82	$8,746.82	$0.00
1213	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1214	11/06/2023	Reconciled		11/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1215	11/06/2023	Reconciled		11/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1216	11/06/2023	Reconciled		11/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1217	11/06/2023	Reconciled		11/30/2023	Accounts Payable	LAMB, KYLE	$1,525.52	$1,525.52	$0.00
1218	11/08/2023	Reconciled		11/30/2023	Accounts Payable	BMO HARRIS BANK NA	$1,042.40	$1,042.40	$0.00
1219	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1220	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$642.53	$642.53	$0.00
1221	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.80	$8,746.80	$0.00
1222	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1223	11/20/2023	Reconciled		11/30/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1224	11/20/2023	Reconciled		11/30/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1225	11/20/2023	Reconciled		11/30/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1226	11/20/2023	Reconciled		11/30/2023	Accounts Payable	LAMB, KYLE	$38.14	$38.14	$0.00
1227	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.81	$8,746.81	$0.00
1228	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,676.44	$1,676.44	$0.00
1229	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$642.55	$642.55	$0.00
1230	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1231	12/04/2023	Reconciled		12/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1232	12/04/2023	Reconciled		12/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1233	12/04/2023	Reconciled		12/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1234	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,706.88	$1,706.88	$0.00
1235	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$642.55	$642.55	$0.00
1236	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,746.81	$8,746.81	$0.00
1237	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1238	12/18/2023	Reconciled		12/31/2023	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1239	12/18/2023	Reconciled		12/31/2023	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1240	12/18/2023	Reconciled		12/31/2023	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1241	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,706.88	$1,706.88	$0.00
1242	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$642.84	$642.84	$0.00
1243	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$8,750.67	$8,750.67	$0.00
1244	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,027.83	$1,027.83	$0.00
Type EFT Totals:					223 Transactions		$472,606.97	$472,606.97	$0.00
Self Insurance - Self Insurance Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	223	$472,606.97	$472,606.97
	Voided	0	$0.00	$0.00
	Total	223	$472,606.97	$472,606.97

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	223	$472,606.97	$472,606.97
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	223	$472,606.97	$472,606.97

Social Services - Social Services-GFN

EFT

698	01/03/2023	Reconciled		01/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
699	01/03/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$149,000.00	$149,000.00	$0.00
700	01/09/2023	Reconciled		01/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
701	01/13/2023	Reconciled		01/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
702	01/23/2023	Reconciled		01/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
703	01/30/2023	Reconciled		01/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
704	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$148,000.00	$148,000.00	$0.00
705	02/06/2023	Reconciled		02/28/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
706	02/13/2023	Reconciled		02/28/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
707	02/17/2023	Reconciled		02/28/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
708	02/27/2023	Reconciled		02/28/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
709	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$134,000.00	$134,000.00	$0.00
710	03/06/2023	Reconciled		03/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
711	03/09/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$17,935.91	$17,935.91	$0.00
712	03/13/2023	Reconciled		03/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
713	03/20/2023	Reconciled		03/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
714	03/27/2023	Reconciled		03/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
715	04/03/2023	Reconciled		04/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
716	04/03/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$148,000.00	$148,000.00	$0.00
717	04/10/2023	Reconciled		04/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
718	04/17/2023	Reconciled		04/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
719	04/24/2023	Reconciled		04/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
720	05/01/2023	Reconciled		05/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
721	05/01/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$144,000.00	$144,000.00	$0.00
722	05/08/2023	Reconciled		05/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
723	05/15/2023	Reconciled		05/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
724	05/22/2023	Reconciled		05/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
725	05/26/2023	Reconciled		05/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
726	05/31/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$150,000.00	$150,000.00	$0.00
727	06/02/2023	Reconciled		06/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
728	06/12/2023	Reconciled		06/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
729	06/16/2023	Reconciled		06/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
730	06/26/2023	Reconciled		06/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$193,389.00	$193,389.00	$0.00
731	06/30/2023	Reconciled		06/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
732	06/30/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$149,000.00	$149,000.00	$0.00
733	07/10/2023	Reconciled		07/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
734	07/14/2023	Reconciled		07/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
735	07/24/2023	Reconciled		07/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
736	07/24/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$846.90	$846.90	$0.00
737	07/31/2023	Reconciled		07/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
738	08/01/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$153,000.00	$153,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
739	08/04/2023	Reconciled		08/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
740	08/14/2023	Reconciled		08/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
741	08/21/2023	Reconciled		08/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
742	08/25/2023	Reconciled		08/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
743	09/01/2023	Reconciled		09/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
744	09/01/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$153,000.00	$153,000.00	$0.00
745	09/11/2023	Reconciled		09/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
746	09/18/2023	Reconciled		09/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
747	09/19/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$150,000.00	$150,000.00	$0.00
748	09/25/2023	Reconciled		09/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$214,787.00	$214,787.00	$0.00
749	10/02/2023	Reconciled		10/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$233,291.00	$233,291.00	$0.00
750	10/06/2023	Reconciled		10/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$233,291.00	$233,291.00	$0.00
751	10/16/2023	Reconciled		10/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$233,291.00	$233,291.00	$0.00
752	10/23/2023	Reconciled		10/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$233,291.00	$233,291.00	$0.00
753	10/30/2023	Reconciled		10/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
754	11/02/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$157,000.00	$157,000.00	$0.00
755	11/06/2023	Reconciled		11/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
756	11/13/2023	Reconciled		11/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
757	11/20/2023	Reconciled		11/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
758	11/27/2023	Reconciled		11/30/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
759	12/01/2023	Reconciled		12/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
760	12/01/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$156,000.00	$156,000.00	$0.00
761	12/11/2023	Reconciled		12/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
762	12/15/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$110,928.00	$110,928.00	$0.00
763	12/18/2023	Reconciled		12/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
764	12/21/2023	Reconciled		12/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
765	12/29/2023	Reconciled		12/31/2023	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
766	12/29/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$160,000.00	$160,000.00	$0.00
Type EFT Totals:					69 Transactions		$13,291,889.81	$13,291,889.81	$0.00

Social Services - Social Services-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$13,291,889.81	$13,291,889.81
	Voided	0	$0.00	$0.00
	Total	69	$13,291,889.81	$13,291,889.81

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$13,291,889.81	$13,291,889.81
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$13,291,889.81	$13,291,889.81

Tourism - Tourism

EFT

613	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$802.83	$802.83	$0.00
614	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$13.86	$13.86	$0.00
615	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
616	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,017.57	$1,017.57	$0.00
617	01/05/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$10,710.00	$10,710.00	$0.00
618	01/06/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$6,232.93	$6,232.93	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
619	01/13/2023	Reconciled		01/31/2023	Accounts Payable	BMO HARRIS BANK NA	$3,784.55	$3,784.55	$0.00
620	01/17/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$15,000.00	$15,000.00	$0.00
621	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,065.90	$12,065.90	$0.00
622	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$920.43	$920.43	$0.00
623	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
624	01/19/2023	Reconciled		01/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,139.86	$1,139.86	$0.00
625	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$942.54	$942.54	$0.00
626	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
627	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$984.61	$984.61	$0.00
628	02/01/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,139.38	$12,139.38	$0.00
629	02/06/2023	Reconciled		02/28/2023	Accounts Payable	BMO HARRIS BANK NA	$795.64	$795.64	$0.00
630	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,692.33	$12,692.33	$0.00
631	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$968.36	$968.36	$0.00
632	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
633	02/16/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,029.97	$1,029.97	$0.00
634	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,321.84	$12,321.84	$0.00
635	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
636	03/01/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$939.98	$939.98	$0.00
637	03/10/2023	Reconciled		03/31/2023	Accounts Payable	BMO HARRIS BANK NA	$10,263.24	$10,263.24	$0.00
638	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,751.65	$12,751.65	$0.00
639	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$972.92	$972.92	$0.00
640	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
641	03/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,029.97	$1,029.97	$0.00
642	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$957.10	$957.10	$0.00
643	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
644	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,545.30	$12,545.30	$0.00
645	03/29/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,029.97	$1,029.97	$0.00
646	04/07/2023	Reconciled		04/30/2023	Accounts Payable	BMO HARRIS BANK NA	$8,961.96	$8,961.96	$0.00
647	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,186.24	$12,186.24	$0.00
648	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$929.62	$929.62	$0.00
649	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
650	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,189.40	$1,189.40	$0.00
651	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,037.07	$1,037.07	$0.00
652	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$925.43	$925.43	$0.00
653	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$477.56	$477.56	$0.00
654	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$12,131.70	$12,131.70	$0.00
655	04/26/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,191.04	$1,191.04	$0.00
656	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BMO HARRIS BANK NA	$12,838.78	$12,838.78	$0.00
657	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,868.85	$5,868.85	$0.00
658	05/08/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,360.00	$2,360.00	$0.00
659	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
660	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,112.04	$1,112.04	$0.00
661	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,397.77	$1,397.77	$0.00
662	05/11/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,732.72	$14,732.72	$0.00
663	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
664	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,107.71	$1,107.71	$0.00
665	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,676.50	$14,676.50	$0.00
666	05/24/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,411.03	$1,411.03	$0.00
667	05/26/2023	Reconciled		05/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$25,000.00	$25,000.00	$0.00
668	06/05/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$623.00	$623.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
669	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
670	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,098.93	$1,098.93	$0.00
671	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,398.11	$1,398.11	$0.00
672	06/07/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,450.32	$14,450.32	$0.00
673	06/09/2023	Reconciled		06/30/2023	Accounts Payable	BMO HARRIS BANK NA	$12,687.14	$12,687.14	$0.00
674	06/16/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$34,540.00	$34,540.00	$0.00
675	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
676	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,098.61	$1,098.61	$0.00
677	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,446.39	$14,446.39	$0.00
678	06/21/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,398.46	$1,398.46	$0.00
679	06/28/2023	Reconciled		06/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$126.31	$126.31	$0.00
680	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
681	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,088.76	$1,088.76	$0.00
682	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,316.85	$14,316.85	$0.00
683	07/05/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,397.77	$1,397.77	$0.00
684	07/14/2023	Reconciled		07/31/2023	Accounts Payable	BMO HARRIS BANK NA	$21,436.40	$21,436.40	$0.00
685	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
686	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,101.35	$1,101.35	$0.00
687	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,482.23	$14,482.23	$0.00
688	07/19/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,404.69	$1,404.69	$0.00
689	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
690	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,156.74	$1,156.74	$0.00
691	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,879.64	$14,879.64	$0.00
692	08/03/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,437.66	$1,437.66	$0.00
693	08/11/2023	Reconciled		08/31/2023	Accounts Payable	BMO HARRIS BANK NA	$17,607.22	$17,607.22	$0.00
694	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
695	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,115.04	$1,115.04	$0.00
696	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$14,660.20	$14,660.20	$0.00
697	08/16/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,420.12	$1,420.12	$0.00
698	08/24/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$5,664.00	$5,664.00	$0.00
699	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,160.20	$1,160.20	$0.00
700	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,440.00	$1,440.00	$0.00
701	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$15,251.07	$15,251.07	$0.00
702	08/31/2023	Reconciled		08/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
703	09/11/2023	Reconciled		09/30/2023	Accounts Payable	BMO HARRIS BANK NA	$19,769.58	$19,769.58	$0.00
704	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
705	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,174.41	$1,174.41	$0.00
706	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$15,437.38	$15,437.38	$0.00
707	09/13/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,475.94	$1,475.94	$0.00
708	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$16,449.92	$16,449.92	$0.00
709	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
710	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,251.92	$1,251.92	$0.00
711	09/27/2023	Reconciled		09/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,522.99	$1,522.99	$0.00
712	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
713	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$900.26	$900.26	$0.00
714	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,853.34	$11,853.34	$0.00
715	10/11/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$946.45	$946.45	$0.00
716	10/13/2023	Reconciled		10/31/2023	Accounts Payable	BMO HARRIS BANK NA	$30,487.05	$30,487.05	$0.00
717	10/23/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$39.99	$39.99	$0.00
718	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
719	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$895.89	$895.89	$0.00
720	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,796.35	$11,796.35	$0.00
721	10/25/2023	Reconciled		10/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$937.80	$937.80	$0.00
722	11/06/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$3,304.00	$3,304.00	$0.00
723	11/08/2023	Reconciled		11/30/2023	Accounts Payable	BMO HARRIS BANK NA	$14,805.69	$14,805.69	$0.00
724	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
725	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$885.20	$885.20	$0.00
726	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,765.39	$11,765.39	$0.00
727	11/08/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$937.80	$937.80	$0.00
728	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,697.67	$11,697.67	$0.00
729	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$748.51	$748.51	$0.00
730	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$880.02	$880.02	$0.00
731	11/21/2023	Reconciled		11/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$937.79	$937.79	$0.00
732	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,049.11	$1,049.11	$0.00
733	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$867.64	$867.64	$0.00
734	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,535.55	$11,535.55	$0.00
735	12/06/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$937.79	$937.79	$0.00
736	12/11/2023	Reconciled		12/31/2023	Accounts Payable	BMO HARRIS BANK NA	$20,353.54	$20,353.54	$0.00
737	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,049.11	$1,049.11	$0.00
738	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$890.14	$890.14	$0.00
739	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$11,829.39	$11,829.39	$0.00
740	12/20/2023	Reconciled		12/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$939.21	$939.21	$0.00
Type EFT Totals:					128 Transactions		$691,127.80	$691,127.80	$0.00

Tourism - Tourism Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	128	$691,127.80	$691,127.80
	Voided	0	$0.00	$0.00
	Total	128	$691,127.80	$691,127.80

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	128	$691,127.80	$691,127.80
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	128	$691,127.80	$691,127.80

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Warren Co Health - Warren County Health Insurance									
EFT									
99	02/16/2023	Reconciled		03/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$2.09	$2.09	$0.00
Type EFT Totals:					1 Transactions		$2.09	$2.09	$0.00
Warren Co Health - Warren County Health Insurance Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$2.09	$2.09
	Voided	0	$0.00	$0.00
	Total	1	$2.09	$2.09

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$2.09	$2.09
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$2.09	$2.09

WIA - WIA-GFN									
EFT									
101	01/13/2023	Reconciled		01/31/2023	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
102	02/06/2023	Reconciled		02/28/2023	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
103	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$528.75	$528.75	$0.00
104	02/06/2023	Reconciled		02/28/2023	Accounts Payable	WARREN COUNTY TREASURER	$40.45	$40.45	$0.00
105	03/10/2023	Voided	Other	03/10/2023	Accounts Payable	BMO HARRIS BANK NA	$921.97		
106	03/10/2023	Reconciled		03/31/2023	Accounts Payable	BMO HARRIS BANK NA	$1,549.96	$1,549.96	$0.00
107	04/07/2023	Reconciled		04/30/2023	Accounts Payable	BMO HARRIS BANK NA	$399.97	$399.97	$0.00
108	04/10/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,040.64	$2,040.64	$0.00
109	04/13/2023	Reconciled		04/30/2023	Accounts Payable	WARREN COUNTY TREASURER	$2,040.64	$2,040.64	$0.00
110	05/08/2023	Reconciled		05/31/2023	Accounts Payable	BMO HARRIS BANK NA	$346.98	$346.98	$0.00
111	06/09/2023	Reconciled		06/30/2023	Accounts Payable	BMO HARRIS BANK NA	$249.97	$249.97	$0.00
112	07/07/2023	Reconciled		07/31/2023	Accounts Payable	WARREN COUNTY TREASURER	$1,000.00	$1,000.00	$0.00
113	07/14/2023	Reconciled		07/31/2023	Accounts Payable	BMO HARRIS BANK NA	$912.95	$912.95	$0.00
114	08/11/2023	Reconciled		08/31/2023	Accounts Payable	BMO HARRIS BANK NA	$624.98	$624.98	$0.00
115	09/11/2023	Reconciled		09/30/2023	Accounts Payable	BMO HARRIS BANK NA	$974.12	$974.12	$0.00
116	10/13/2023	Reconciled		10/31/2023	Accounts Payable	BMO HARRIS BANK NA	$672.98	$672.98	$0.00
117	11/08/2023	Reconciled		11/30/2023	Accounts Payable	BMO HARRIS BANK NA	$946.85	$946.85	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2023 - To Payment Date: 12/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
118	12/11/2023	Reconciled		12/31/2023	Accounts Payable	BMO HARRIS BANK NA	$2,616.08	$2,616.08	$0.00
Type EFT Totals:					18 Transactions		$16,127.25	$15,205.28	$0.00
WIA - WIA-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	17	$15,205.28	$15,205.28
	Voided	1	$921.97	$0.00
	Total	18	$16,127.25	$15,205.28

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	17	$15,205.28	$15,205.28
	Voided	1	$921.97	$0.00
	Stopped	0	$0.00	$0.00
	Total	18	$16,127.25	$15,205.28

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1146**	**$197,566,126.79**	**$197,566,126.79**
	Voided	**3**	**$25,580.82**	**$0.00**
	Total	**1149**	**$197,591,707.61**	**$197,566,126.79**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1146**	**$197,566,126.79**	**$197,566,126.79**
	Voided	**3**	**$25,580.82**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1149**	**$197,591,707.61**	**$197,566,126.79**

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
'22 Pub Imp Bond - Paving, Retaining Wall & Country									
EFT									
19	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$371.88	$371.88	$0.00
20	03/04/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$300.02	$300.02	$0.00
21	03/29/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$284.27	$284.27	$0.00
22	05/02/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$48,348.00	$48,348.00	$0.00
23	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$265.74	$265.74	$0.00
24	05/23/2024	Reconciled		05/31/2024	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$4,320,000.00	$4,320,000.00	$0.00
25	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$293.59	$293.59	$0.00
26	05/30/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,100,000.00	$4,100,000.00	$0.00
27	06/14/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$291.82	$291.82	$0.00
28	07/23/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$380.28	$380.28	$0.00
29	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$283.88	$283.88	$0.00
30	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$289.79	$289.79	$0.00
31	09/26/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$152,217.25	$152,217.25	$0.00
32	10/30/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$278.05	$278.05	$0.00
33	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$240.87	$240.87	$0.00
34	11/21/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$8,597,930.96	$8,597,930.96	$0.00
35	12/20/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$12,000,000.00	$12,000,000.00	$0.00
Type EFT Totals:					17 Transactions		$29,221,776.40	$29,221,776.40	$0.00
'22 Pub Imp Bond - Paving, Retaining Wall & Country Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	17	$29,221,776.40	$29,221,776.40
	Voided	0	$0.00	$0.00
	Total	17	$29,221,776.40	$29,221,776.40

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	17	$29,221,776.40	$29,221,776.40
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	17	$29,221,776.40	$29,221,776.40

Com Dev NIB - Community Development NIB									
EFT									
24	05/15/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$61,479.67	$61,479.67	$0.00
25	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,950.22	$14,950.22	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
26	11/27/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,376.63	$4,376.63	$0.00
Type EFT Totals:					3 Transactions		$80,806.52	$80,806.52	$0.00
Com Dev NIB - Community Development NIB Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$80,806.52	$80,806.52
	Voided	0	$0.00	$0.00
	Total	3	$80,806.52	$80,806.52

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$80,806.52	$80,806.52
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$80,806.52	$80,806.52

Court & Trust - Court & Trust-GFN

EFT

13	04/10/2024	Reconciled		04/30/2024	Accounts Payable	NYS COMPTROLLER	$46,410.63	$46,410.63	$0.00
Type EFT Totals:					1 Transactions		$46,410.63	$46,410.63	$0.00
Court & Trust - Court & Trust-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$46,410.63	$46,410.63
	Voided	0	$0.00	$0.00
	Total	1	$46,410.63	$46,410.63

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$46,410.63	$46,410.63
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$46,410.63	$46,410.63

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Court Exp Bond - Court Expansion Bond									
EFT									
106	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$93.55	$93.55	$0.00
107	03/04/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$89.95	$89.95	$0.00
108	03/29/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$90.90	$90.90	$0.00
109	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$82.56	$82.56	$0.00
110	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$85.93	$85.93	$0.00
111	06/14/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$68.76	$68.76	$0.00
112	07/23/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$60.71	$60.71	$0.00
113	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$45.28	$45.28	$0.00
114	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$38.56	$38.56	$0.00
115	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$20.64	$20.64	$0.00
Type EFT Totals:					10 Transactions		$676.84	$676.84	$0.00
Court Exp Bond - Court Expansion Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	10	$676.84	$676.84
	Voided	0	$0.00	$0.00
	Total	10	$676.84	$676.84

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	10	$676.84	$676.84
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	10	$676.84	$676.84

Debt Service - Debt Service									
EFT									
173	01/31/2024	Reconciled		01/31/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$158,250.00	$158,250.00	$0.00
174	01/31/2024	Reconciled		01/31/2024	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$640,000.00	$640,000.00	$0.00
175	04/12/2024	Reconciled		04/30/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$76,031.25	$76,031.25	$0.00
176	04/12/2024	Reconciled		04/30/2024	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$390,000.00	$390,000.00	$0.00
177	05/30/2024	Reconciled		05/31/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$214,175.00	$214,175.00	$0.00
178	07/31/2024	Reconciled		07/31/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$148,650.00	$148,650.00	$0.00
179	10/11/2024	Reconciled		10/31/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$72,131.25	$72,131.25	$0.00
180	11/25/2024	Reconciled		11/30/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$214,175.00	$214,175.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
181	11/25/2024	Reconciled		11/30/2024	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$760,000.00	$760,000.00	$0.00
Type EFT Totals:					9 Transactions		$2,673,412.50	$2,673,412.50	$0.00
Debt Service - Debt Service Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	9	$2,673,412.50	$2,673,412.50
	Voided	0	$0.00	$0.00
	Total	9	$2,673,412.50	$2,673,412.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	9	$2,673,412.50	$2,673,412.50
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	9	$2,673,412.50	$2,673,412.50

Fringe Benefits - Fringe Benefits in Escrow

EFT

14	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$64,765.42	$64,765.42	$0.00
15	08/19/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,651.50	$1,651.50	$0.00
Type EFT Totals:					2 Transactions		$66,416.92	$66,416.92	$0.00
Fringe Benefits - Fringe Benefits in Escrow Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$66,416.92	$66,416.92
	Voided	0	$0.00	$0.00
	Total	2	$66,416.92	$66,416.92

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$66,416.92	$66,416.92
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$66,416.92	$66,416.92

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
General - General									
EFT									
4844	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$265,207.02	$265,207.02	$0.00
4845	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,349.68	$4,349.68	$0.00
4846	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$141,104.19	$141,104.19	$0.00
4847	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$902,889.84	$902,889.84	$0.00
4848	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
4849	01/05/2024	Reconciled		01/31/2024	Accounts Payable	WEX BANK - EFT	$190.93	$190.93	$0.00
4850	01/12/2024	Reconciled		01/31/2024	Accounts Payable	BMO HARRIS BANK NA	$8,205.84	$8,205.84	$0.00
4851	01/12/2024	Reconciled		01/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$304.00	$304.00	$0.00
4852	01/02/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,861.87	$2,861.87	$0.00
4853	01/02/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4854	01/08/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4855	01/08/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$181,766.00	$181,766.00	$0.00
4856	01/08/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$134,001.25	$134,001.25	$0.00
4857	01/08/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$98,843.48	$98,843.48	$0.00
4858	01/19/2024	Reconciled		01/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$20,646.51	$20,646.51	$0.00
4859	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4860	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4861	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$143.00	$143.00	$0.00
4862	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$7.88	$7.88	$0.00
4863	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$747.00	$747.00	$0.00
4864	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$89,982.00	$89,982.00	$0.00
4865	01/12/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$293,844.00	$293,844.00	$0.00
4866	01/17/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$283,000.00	$283,000.00	$0.00
4867	01/17/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$168.00	$168.00	$0.00
4868	01/22/2024	Reconciled		01/31/2024	Accounts Payable	NATIONAL GRID	$27,488.08	$27,488.08	$0.00
4869	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$263,961.64	$263,961.64	$0.00
4870	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$142,076.60	$142,076.60	$0.00
4871	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,025,241.68	$1,025,241.68	$0.00
4872	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,332.14	$4,332.14	$0.00
4873	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,709.52	$1,709.52	$0.00
4874	01/22/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
4875	01/29/2024	Voided	Other	01/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00		
4876	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
4877	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$36,331.00	$36,331.00	$0.00
4878	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$135,217.00	$135,217.00	$0.00
4879	01/31/2024	Reconciled		01/31/2024	Accounts Payable	CITY OF GLENS FALLS	$187,014.86	$187,014.86	$0.00
4880	01/31/2024	Reconciled		01/31/2024	Accounts Payable	TOWN OF CHESTER	$516,209.03	$516,209.03	$0.00
4881	01/31/2024	Reconciled		01/31/2024	Accounts Payable	TOWN OF HORICON	$542,080.81	$542,080.81	$0.00
4882	01/31/2024	Reconciled		01/31/2024	Accounts Payable	TOWN OF LAKE LUZERNE	$331,730.43	$331,730.43	$0.00
4883	01/31/2024	Reconciled		01/31/2024	Accounts Payable	TOWN OF QUEENSBURY	$3,011,584.77	$3,011,584.77	$0.00
4884	01/31/2024	Reconciled		01/31/2024	Accounts Payable	TOWN OF WARRENSBURG	$240,989.07	$240,989.07	$0.00
4885	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$262,840.90	$262,840.90	$0.00
4886	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,316.44	$4,316.44	$0.00
4887	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$142,704.61	$142,704.61	$0.00
4888	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,034,706.80	$1,034,706.80	$0.00
4889	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.55	$0.55	$0.00
4890	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$798,250.00	$798,250.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4891	02/05/2024	Reconciled		02/29/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,635.86	$9,635.86	$0.00
4892	02/02/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4893	02/05/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
4894	01/30/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY CLERK	$50,697.45	$50,697.45	$0.00
4895	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$303.78	$303.78	$0.00
4896	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4897	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$875,225.00	$875,225.00	$0.00
4898	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$450,261.00	$450,261.00	$0.00
4899	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$234.52	$234.52	$0.00
4900	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$109.94	$109.94	$0.00
4901	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$181.98	$181.98	$0.00
4902	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$13,587.73	$13,587.73	$0.00
4903	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$6,533.98	$6,533.98	$0.00
4904	02/12/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$10,866.66	$10,866.66	$0.00
4905	02/16/2024	Reconciled		02/29/2024	Accounts Payable	BMO HARRIS BANK NA	$15,902.13	$15,902.13	$0.00
4906	02/16/2024	Reconciled		02/29/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$264.00	$264.00	$0.00
4907	02/16/2024	Reconciled		02/29/2024	Accounts Payable	NATIONAL GRID	$26,356.35	$26,356.35	$0.00
4908	02/16/2024	Reconciled		02/29/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$13,117.88	$13,117.88	$0.00
4909	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$265,358.99	$265,358.99	$0.00
4910	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,355.24	$4,355.24	$0.00
4911	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$139,496.91	$139,496.91	$0.00
4912	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$994,081.60	$994,081.60	$0.00
4913	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,130.00	$5,130.00	$0.00
4914	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,866.00	$3,866.00	$0.00
4915	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$320.32	$320.32	$0.00
4916	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.15	$0.15	$0.00
4917	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WEX BANK - EFT	$594.34	$594.34	$0.00
4918	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$265,287.23	$265,287.23	$0.00
4919	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,357.08	$4,357.08	$0.00
4920	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$138,882.83	$138,882.83	$0.00
4921	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$985,619.42	$985,619.42	$0.00
4922	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$130,777.73	$130,777.73	$0.00
4923	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$100,023.07	$100,023.07	$0.00
4924	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
4925	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$839.91	$839.91	$0.00
4926	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$996.48	$996.48	$0.00
4927	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$6,828.88	$6,828.88	$0.00
4928	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$118,904.00	$118,904.00	$0.00
4929	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$9,474.00	$9,474.00	$0.00
4930	02/26/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4931	02/26/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$8,954.00	$8,954.00	$0.00
4932	03/04/2024	Reconciled		03/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$11,428.15	$11,428.15	$0.00
4933	03/07/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$475,968.00	$475,968.00	$0.00
4934	03/04/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY CLERK	$100,787.92	$100,787.92	$0.00
4935	03/04/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$216,286.00	$216,286.00	$0.00
4936	03/08/2024	Reconciled		03/31/2024	Accounts Payable	BMO HARRIS BANK NA	$13,209.43	$13,209.43	$0.00
4937	03/12/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$77,143.00	$77,143.00	$0.00
4938	03/08/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$482,597.00	$482,597.00	$0.00
4939	03/08/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$811,328.00	$811,328.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4940	03/08/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.11	$0.11	$0.00
4941	03/11/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4942	03/15/2024	Reconciled		03/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$349.00	$349.00	$0.00
4943	03/18/2024	Reconciled		03/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,263.42	$12,263.42	$0.00
4944	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$266,007.97	$266,007.97	$0.00
4945	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,348.78	$4,348.78	$0.00
4946	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,798.00	$136,798.00	$0.00
4947	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$958,547.09	$958,547.09	$0.00
4948	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
4949	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$35,699.87	$35,699.87	$0.00
4950	03/19/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$294,270.00	$294,270.00	$0.00
4951	03/19/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,743.00	$5,743.00	$0.00
4952	03/22/2024	Reconciled		03/31/2024	Accounts Payable	NATIONAL GRID	$29,532.64	$29,532.64	$0.00
4953	03/22/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$281,448.49	$281,448.49	$0.00
4954	03/25/2024	Reconciled		03/31/2024	Accounts Payable	WEX BANK - EFT	$312.68	$312.68	$0.00
4955	03/25/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4956	03/25/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$25,782.00	$25,782.00	$0.00
4957	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2.21	$2.21	$0.00
4958	03/27/2024	Reconciled		03/31/2024	Accounts Payable	ELECT FED TAX PAYT SYS	$27.55	$27.55	$0.00
4959	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY CLERK	$81,539.88	$81,539.88	$0.00
4960	03/28/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
4961	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$265,259.25	$265,259.25	$0.00
4962	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,339.54	$4,339.54	$0.00
4963	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$142,166.23	$142,166.23	$0.00
4964	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,027,527.67	$1,027,527.67	$0.00
4965	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
4966	04/01/2024	Reconciled		04/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,632.99	$10,632.99	$0.00
4967	03/29/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$334,970.00	$334,970.00	$0.00
4968	02/29/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$405,888.00	$405,888.00	$0.00
4969	04/05/2024	Reconciled		04/30/2024	Accounts Payable	BMO HARRIS BANK NA	$14,392.10	$14,392.10	$0.00
4970	04/05/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,763.94	$4,763.94	$0.00
4971	04/05/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$70.20	$70.20	$0.00
4972	04/05/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,021.63	$5,021.63	$0.00
4973	04/05/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$81.28	$81.28	$0.00
4974	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
4975	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,101.81	$136,101.81	$0.00
4976	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,323.84	$4,323.84	$0.00
4977	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$265,478.47	$265,478.47	$0.00
4978	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$947,390.22	$947,390.22	$0.00
4979	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$52.66	$52.66	$0.00
4980	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.12	$0.12	$0.00
4981	04/08/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4982	04/15/2024	Reconciled		04/30/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$319.00	$319.00	$0.00
4983	04/15/2024	Reconciled		04/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$19,800.04	$19,800.04	$0.00
4984	04/12/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$466,031.25	$466,031.25	$0.00
4985	04/16/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$128,167.90	$128,167.90	$0.00
4986	04/16/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$91,861.18	$91,861.18	$0.00
4987	04/22/2024	Reconciled		04/30/2024	Accounts Payable	NATIONAL GRID	$26,833.98	$26,833.98	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4988	04/19/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$128,830.05	$128,830.05	$0.00
4989	04/19/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,524,498.00	$1,524,498.00	$0.00
4990	04/19/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$92,053.56	$92,053.56	$0.00
4991	04/19/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,150.85	$3,150.85	$0.00
4992	04/22/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
4993	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$263,918.49	$263,918.49	$0.00
4994	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,319.22	$4,319.22	$0.00
4995	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$137,089.52	$137,089.52	$0.00
4996	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$961,437.35	$961,437.35	$0.00
4997	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WEX BANK - EFT	$464.34	$464.34	$0.00
4998	04/25/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$18.21	$18.21	$0.00
4999	04/29/2024	Reconciled		04/30/2024	Accounts Payable	CITY OF GLENS FALLS	$167,858.56	$167,858.56	$0.00
5000	04/29/2024	Reconciled		04/30/2024	Accounts Payable	TOWN OF CHESTER	$438,118.99	$438,118.99	$0.00
5001	04/29/2024	Reconciled		04/30/2024	Accounts Payable	TOWN OF HORICON	$436,802.54	$436,802.54	$0.00
5002	04/29/2024	Reconciled		04/30/2024	Accounts Payable	TOWN OF LAKE LUZERNE	$303,368.87	$303,368.87	$0.00
5003	04/29/2024	Reconciled		04/30/2024	Accounts Payable	TOWN OF QUEENSBURY	$2,519,107.21	$2,519,107.21	$0.00
5004	04/29/2024	Reconciled		04/30/2024	Accounts Payable	TOWN OF WARRENSBURG	$214,433.35	$214,433.35	$0.00
5005	04/29/2024	Reconciled		04/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,893.36	$15,893.36	$0.00
5006	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$67,527.68	$67,527.68	$0.00
5007	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$127,555.71	$127,555.71	$0.00
5008	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5009	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.15	$0.15	$0.00
5010	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
5011	04/26/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5012	04/30/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,714.77	$1,714.77	$0.00
5013	05/01/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$6,231.51	$6,231.51	$0.00
5014	05/01/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$82.22	$82.22	$0.00
5015	05/01/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$11,500,000.00	$11,500,000.00	$0.00
5016	05/01/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$247,127.00	$247,127.00	$0.00
5017	05/06/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5018	05/06/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$221,715.00	$221,715.00	$0.00
5019	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$264,186.06	$264,186.06	$0.00
5020	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,306.30	$4,306.30	$0.00
5021	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$137,098.88	$137,098.88	$0.00
5022	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$961,723.33	$961,723.33	$0.00
5023	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5024	05/10/2024	Reconciled		05/31/2024	Accounts Payable	BMO HARRIS BANK NA	$20,871.81	$20,871.81	$0.00
5025	05/13/2024	Reconciled		05/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$271.00	$271.00	$0.00
5026	05/14/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.28	$0.28	$0.00
5027	05/16/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
5028	05/20/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5029	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$264,998.28	$264,998.28	$0.00
5030	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$124,337.18	$124,337.18	$0.00
5031	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,842.26	$2,842.26	$0.00
5032	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,317.38	$4,317.38	$0.00
5033	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$134,801.69	$134,801.69	$0.00
5034	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$931,231.07	$931,231.07	$0.00
5035	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$285.27	$285.27	$0.00
5036	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$812.22	$812.22	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5037	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,905.02	$3,905.02	$0.00
5038	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$69,952.24	$69,952.24	$0.00
5039	05/23/2024	Reconciled		05/31/2024	Accounts Payable	CEDE & CO.- INTEREST ACCT	$268,600.00	$268,600.00	$0.00
5040	05/23/2024	Reconciled		05/31/2024	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$2,000,000.00	$2,000,000.00	$0.00
5041	05/24/2024	Reconciled		05/31/2024	Accounts Payable	NATIONAL GRID	$33,990.47	$33,990.47	$0.00
5042	05/24/2024	Reconciled		05/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$10,305.03	$10,305.03	$0.00
5043	05/24/2024	Reconciled		05/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,069.30	$14,069.30	$0.00
5044	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WEX BANK - EFT	$721.65	$721.65	$0.00
5045	05/30/2024	Reconciled		05/31/2024	Accounts Payable	CITY OF GLENS FALLS	$218,464.95	$218,464.95	$0.00
5046	05/30/2024	Reconciled		05/31/2024	Accounts Payable	TOWN OF CHESTER	$38,629.56	$38,629.56	$0.00
5047	05/30/2024	Reconciled		05/31/2024	Accounts Payable	TOWN OF HORICON	$12,360.48	$12,360.48	$0.00
5048	05/30/2024	Reconciled		05/31/2024	Accounts Payable	TOWN OF LAKE LUZERNE	$39,949.18	$39,949.18	$0.00
5049	05/30/2024	Reconciled		05/31/2024	Accounts Payable	TOWN OF QUEENSBURY	$393,577.64	$393,577.64	$0.00
5050	05/30/2024	Reconciled		05/31/2024	Accounts Payable	TOWN OF WARRENSBURG	$33,723.17	$33,723.17	$0.00
5051	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$10,227.00	$10,227.00	$0.00
5052	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$149.26	$149.26	$0.00
5053	05/24/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
5054	05/30/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$214,175.00	$214,175.00	$0.00
5055	05/30/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$909.00	$909.00	$0.00
5056	05/30/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$86,493.00	$86,493.00	$0.00
5057	06/03/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5058	06/07/2024	Reconciled		06/30/2024	Accounts Payable	BMO HARRIS BANK NA	$13,715.03	$13,715.03	$0.00
5059	06/10/2024	Reconciled		06/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,577.33	$14,577.33	$0.00
5060	06/10/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$191,914.00	$191,914.00	$0.00
5061	06/10/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$235,727.00	$235,727.00	$0.00
5062	06/10/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.10	$0.10	$0.00
5063	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,132,143.60	$1,132,143.60	$0.00
5064	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$40.64	$40.64	$0.00
5065	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$389,366.00	$389,366.00	$0.00
5066	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$117,561.00	$117,561.00	$0.00
5067	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$262,374.77	$262,374.77	$0.00
5068	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$150,299.41	$150,299.41	$0.00
5069	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,270.28	$4,270.28	$0.00
5070	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,978.94	$4,978.94	$0.00
5071	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,757.34	$2,757.34	$0.00
5072	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5073	06/12/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$92,530.00	$92,530.00	$0.00
5074	06/12/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$16,096.00	$16,096.00	$0.00
5075	06/14/2024	Reconciled		06/30/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$353.00	$353.00	$0.00
5076	06/14/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5077	06/17/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$13.79	$13.79	$0.00
5078	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$263,336.59	$263,336.59	$0.00
5079	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,299.84	$4,299.84	$0.00
5080	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$138,615.73	$138,615.73	$0.00
5081	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$979,006.27	$979,006.27	$0.00
5082	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5083	06/21/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$8,602.00	$8,602.00	$0.00
5084	06/21/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.64	$0.64	$0.00
5085	06/24/2024	Reconciled		06/30/2024	Accounts Payable	NATIONAL GRID	$21,130.98	$21,130.98	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5086	06/24/2024	Reconciled		06/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$19,255.65	$19,255.65	$0.00
5087	06/24/2024	Reconciled		06/30/2024	Accounts Payable	WEX BANK - EFT	$320.85	$320.85	$0.00
5088	06/28/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5089	07/01/2024	Reconciled		07/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,794.18	$17,794.18	$0.00
5090	07/01/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$200,000.00	$200,000.00	$0.00
5091	07/03/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,019.00	$1,019.00	$0.00
5092	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$259,529.00	$259,529.00	$0.00
5093	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,221.34	$4,221.34	$0.00
5094	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$144,152.83	$144,152.83	$0.00
5095	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$945,726.99	$945,726.99	$0.00
5096	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$302.33	$302.33	$0.00
5097	06/28/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
5098	06/28/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$52.64	$52.64	$0.00
5099	07/05/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$100,000.00	$100,000.00	$0.00
5100	07/08/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
5101	07/08/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$28.27	$28.27	$0.00
5102	07/09/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$696,300.00	$696,300.00	$0.00
5103	07/15/2024	Reconciled		07/31/2024	Accounts Payable	BMO HARRIS BANK NA	$11,372.40	$11,372.40	$0.00
5104	07/15/2024	Reconciled		07/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$235.00	$235.00	$0.00
5105	07/12/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$57.40	$57.40	$0.00
5106	07/12/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5107	07/16/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$602,618.00	$602,618.00	$0.00
5108	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$260,737.56	$260,737.56	$0.00
5109	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,235.20	$4,235.20	$0.00
5110	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,504.18	$136,504.18	$0.00
5111	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$949,635.57	$949,635.57	$0.00
5112	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5113	07/19/2024	Reconciled		07/31/2024	Accounts Payable	NATIONAL GRID	$23,919.33	$23,919.33	$0.00
5114	07/19/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$69,718.08	$69,718.08	$0.00
5115	07/19/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$48,674.00	$48,674.00	$0.00
5116	07/19/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$127,908.76	$127,908.76	$0.00
5117	07/26/2024	Reconciled		07/31/2024	Accounts Payable	WEX BANK - EFT	$625.79	$625.79	$0.00
5118	07/29/2024	Reconciled		07/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$27,300.73	$27,300.73	$0.00
5119	07/29/2024	Reconciled		07/31/2024	Accounts Payable	CITY OF GLENS FALLS	$193,657.42	$193,657.42	$0.00
5120	07/29/2024	Reconciled		07/31/2024	Accounts Payable	TOWN OF CHESTER	$511,422.99	$511,422.99	$0.00
5121	07/29/2024	Reconciled		07/31/2024	Accounts Payable	TOWN OF HORICON	$509,886.28	$509,886.28	$0.00
5122	07/29/2024	Reconciled		07/31/2024	Accounts Payable	TOWN OF LAKE LUZERNE	$354,127.12	$354,127.12	$0.00
5123	07/29/2024	Reconciled		07/31/2024	Accounts Payable	TOWN OF QUEENSBURY	$2,940,592.35	$2,940,592.35	$0.00
5124	07/29/2024	Reconciled		07/31/2024	Accounts Payable	TOWN OF WARRENSBURG	$250,311.33	$250,311.33	$0.00
5125	07/25/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5126	07/25/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.04	$0.04	$0.00
5127	07/30/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5128	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$148,650.00	$148,650.00	$0.00
5129	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$259,489.41	$259,489.41	$0.00
5130	07/31/2024	Voided	Other	07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,418.74		
5131	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,369.84	$136,369.84	$0.00
5132	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$944,389.83	$944,389.83	$0.00
5133	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5134	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,203.80	$4,203.80	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5135	08/05/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5136	08/06/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,040,794.00	$1,040,794.00	$0.00
5137	08/06/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$466.02	$466.02	$0.00
5138	08/06/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$10,296.75	$10,296.75	$0.00
5139	08/07/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$180.10	$180.10	$0.00
5140	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BMO HARRIS BANK NA	$7,941.47	$7,941.47	$0.00
5141	08/12/2024	Reconciled		08/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$327.00	$327.00	$0.00
5142	08/09/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5143	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,645.00	$14,645.00	$0.00
5144	08/16/2024	Reconciled		08/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$18,980.11	$18,980.11	$0.00
5145	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$258,412.02	$258,412.02	$0.00
5146	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,168.72	$4,168.72	$0.00
5147	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$133,852.24	$133,852.24	$0.00
5148	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$910,313.68	$910,313.68	$0.00
5149	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5150	08/16/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$44,720.00	$44,720.00	$0.00
5151	08/16/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$40.34	$40.34	$0.00
5152	08/20/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,548.00	$1,548.00	$0.00
5153	08/20/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$51.72	$51.72	$0.00
5154	08/20/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$70,481.04	$70,481.04	$0.00
5155	08/20/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$133,468.13	$133,468.13	$0.00
5156	08/23/2024	Reconciled		08/31/2024	Accounts Payable	NATIONAL GRID	$24,060.31	$24,060.31	$0.00
5157	08/28/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5158	08/30/2024	Reconciled		08/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,888.11	$17,888.11	$0.00
5159	08/30/2024	Reconciled		08/31/2024	Accounts Payable	WEX BANK - EFT	$793.45	$793.45	$0.00
5160	08/22/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5161	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
5162	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$936.39	$936.39	$0.00
5163	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$67.05	$67.05	$0.00
5164	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$29.97	$29.97	$0.00
5165	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$258,199.40	$258,199.40	$0.00
5166	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,164.10	$4,164.10	$0.00
5167	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$134,899.93	$134,899.93	$0.00
5168	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$924,425.45	$924,425.45	$0.00
5169	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5170	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$127,530.00	$127,530.00	$0.00
5171	09/06/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5172	09/05/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,518.00	$5,518.00	$0.00
5173	09/05/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
5174	09/10/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5175	09/10/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$135,368.31	$135,368.31	$0.00
5176	09/10/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$69,651.46	$69,651.46	$0.00
5177	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$261,004.42	$261,004.42	$0.00
5178	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,192.72	$4,192.72	$0.00
5179	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$138,908.98	$138,908.98	$0.00
5180	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$977,443.76	$977,443.76	$0.00
5181	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5182	09/13/2024	Reconciled		09/30/2024	Accounts Payable	BMO HARRIS BANK NA	$21,547.93	$21,547.93	$0.00
5183	09/12/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$111,232.00	$111,232.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5184	09/12/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$102,980.00	$102,980.00	$0.00
5185	09/16/2024	Reconciled		09/30/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$366.00	$366.00	$0.00
5186	09/16/2024	Reconciled		09/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,393.21	$17,393.21	$0.00
5187	09/16/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$128,089.00	$128,089.00	$0.00
5188	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WEX BANK - EFT	$961.45	$961.45	$0.00
5189	09/20/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5190	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,377.62	$3,377.62	$0.00
5191	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$85.90	$85.90	$0.00
5192	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$11.08	$11.08	$0.00
5193	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$822.91	$822.91	$0.00
5194	09/23/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$38.13	$38.13	$0.00
5195	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5196	09/27/2024	Reconciled		09/30/2024	Accounts Payable	NATIONAL GRID	$27,008.27	$27,008.27	$0.00
5197	09/27/2024	Reconciled		09/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,398.36	$16,398.36	$0.00
5198	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$260,748.46	$260,748.46	$0.00
5199	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,177.02	$4,177.02	$0.00
5200	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$139,414.71	$139,414.71	$0.00
5201	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$984,917.08	$984,917.08	$0.00
5202	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5203	09/30/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$20.00	$20.00	$0.00
5204	09/30/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.24	$0.24	$0.00
5205	09/30/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$88,162.00	$88,162.00	$0.00
5206	10/01/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,831.00	$4,831.00	$0.00
5207	10/02/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5208	10/03/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5209	10/04/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$488.80	$488.80	$0.00
5210	10/07/2024	Reconciled		10/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$24,131.93	$24,131.93	$0.00
5211	10/03/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$786,504.00	$786,504.00	$0.00
5212	10/07/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$20.00	$20.00	$0.00
5213	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$156,285.24	$156,285.24	$0.00
5214	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,367.29	$2,367.29	$0.00
5215	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5216	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$262,532.00	$262,532.00	$0.00
5217	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,190.88	$4,190.88	$0.00
5218	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$135,064.91	$135,064.91	$0.00
5219	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$926,663.04	$926,663.04	$0.00
5220	10/11/2024	Reconciled		10/31/2024	Accounts Payable	BMO HARRIS BANK NA	$18,437.93	$18,437.93	$0.00
5221	10/11/2024	Reconciled		10/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$320.00	$320.00	$0.00
5222	10/10/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$69,769.79	$69,769.79	$0.00
5223	10/10/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$135,338.91	$135,338.91	$0.00
5224	10/11/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$72,131.25	$72,131.25	$0.00
5225	10/16/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,634.00	$5,634.00	$0.00
5226	10/21/2024	Reconciled		10/31/2024	Accounts Payable	NATIONAL GRID	$24,033.92	$24,033.92	$0.00
5227	10/21/2024	Reconciled		10/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,892.15	$17,892.15	$0.00
5228	10/17/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5229	10/17/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$40,570.00	$40,570.00	$0.00
5230	10/17/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$30.37	$30.37	$0.00
5231	10/22/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5232	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$261,473.46	$261,473.46	$0.00
5233	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,205.49	$4,205.49	$0.00
5234	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$137,971.45	$137,971.45	$0.00
5235	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$969,702.43	$969,702.43	$0.00
5236	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.00	$305.00	$0.00
5237	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,740.87	$3,740.87	$0.00
5238	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$441.68	$441.68	$0.00
5239	10/25/2024	Reconciled		10/31/2024	Accounts Payable	WEX BANK - EFT	$339.45	$339.45	$0.00
5240	10/25/2024	Reconciled		10/31/2024	Accounts Payable	CITY OF GLENS FALLS	$244,526.44	$244,526.44	$0.00
5241	10/25/2024	Reconciled		10/31/2024	Accounts Payable	TOWN OF CHESTER	$662,602.86	$662,602.86	$0.00
5242	10/25/2024	Reconciled		10/31/2024	Accounts Payable	TOWN OF HORICON	$660,611.89	$660,611.89	$0.00
5243	10/25/2024	Reconciled		10/31/2024	Accounts Payable	TOWN OF LAKE LUZERNE	$458,809.34	$458,809.34	$0.00
5244	10/25/2024	Reconciled		10/31/2024	Accounts Payable	TOWN OF QUEENSBURY	$3,809,850.01	$3,809,850.01	$0.00
5245	10/25/2024	Reconciled		10/31/2024	Accounts Payable	TOWN OF WARRENSBURG	$324,304.94	$324,304.94	$0.00
5246	10/24/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$85,194.00	$85,194.00	$0.00
5247	10/28/2024	Reconciled		10/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$4,760.13	$4,760.13	$0.00
5248	10/29/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$219.71	$219.71	$0.00
5249	11/04/2024	Reconciled		11/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$7,808.31	$7,808.31	$0.00
5250	10/31/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5251	10/31/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$297,535.00	$297,535.00	$0.00
5252	11/04/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$630,135.00	$630,135.00	$0.00
5253	11/04/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5254	11/05/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,384,983.00	$1,384,983.00	$0.00
5255	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$263,166.04	$263,166.04	$0.00
5256	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,237.98	$4,237.98	$0.00
5257	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,809.82	$136,809.82	$0.00
5258	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.23	$305.23	$0.00
5259	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$967,700.58	$967,700.58	$0.00
5260	11/08/2024	Reconciled		11/30/2024	Accounts Payable	BMO HARRIS BANK NA	$11,700.30	$11,700.30	$0.00
5261	11/08/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$77.75	$77.75	$0.00
5262	11/08/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,588.06	$2,588.06	$0.00
5263	11/13/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$69,169.86	$69,169.86	$0.00
5264	11/13/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$134,157.47	$134,157.47	$0.00
5265	11/15/2024	Reconciled		11/30/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$467.00	$467.00	$0.00
5266	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WEX BANK - EFT	$150.61	$150.61	$0.00
5267	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$392,272.39	$392,272.39	$0.00
5268	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$30,008.72	$30,008.72	$0.00
5269	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.19	$0.19	$0.00
5270	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$126,730.94	$126,730.94	$0.00
5271	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$40,535.00	$40,535.00	$0.00
5272	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$71,628.13	$71,628.13	$0.00
5273	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,652.47	$1,652.47	$0.00
5274	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5275	11/19/2024	Reconciled		01/31/2025	Accounts Payable	CITY OF GLENS FALLS	$194,052.59	$194,052.59	$0.00
5276	11/19/2024	Reconciled		01/31/2025	Accounts Payable	TOWN OF CHESTER	$34,955.98	$34,955.98	$0.00
5277	11/19/2024	Reconciled		01/31/2025	Accounts Payable	TOWN OF HORICON	$49,106.58	$49,106.58	$0.00
5278	11/19/2024	Reconciled		01/31/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$41,077.74	$41,077.74	$0.00
5279	11/19/2024	Reconciled		01/31/2025	Accounts Payable	TOWN OF QUEENSBURY	$372,071.72	$372,071.72	$0.00
5280	11/19/2024	Reconciled		01/31/2025	Accounts Payable	TOWN OF WARRENSBURG	$27,912.68	$27,912.68	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5281	11/19/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,077.87	$3,077.87	$0.00
5282	11/22/2024	Reconciled		11/30/2024	Accounts Payable	NATIONAL GRID	$25,410.00	$25,410.00	$0.00
5283	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$263,674.81	$263,674.81	$0.00
5284	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,242.60	$4,242.60	$0.00
5285	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$138,348.95	$138,348.95	$0.00
5286	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$992,083.12	$992,083.12	$0.00
5287	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$305.23	$305.23	$0.00
5288	11/21/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$627,930.96	$627,930.96	$0.00
5289	11/25/2024	Reconciled		11/30/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$24,537.95	$24,537.95	$0.00
5290	11/25/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$974,175.00	$974,175.00	$0.00
5291	11/25/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$28,484.00	$28,484.00	$0.00
5292	11/26/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5293	11/26/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$32,365.00	$32,365.00	$0.00
5294	12/03/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5295	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$291,178.44	$291,178.44	$0.00
5296	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,404.18	$4,404.18	$0.00
5297	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$136,080.76	$136,080.76	$0.00
5298	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$306.19	$306.19	$0.00
5299	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$962,695.35	$962,695.35	$0.00
5300	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$888.46	$888.46	$0.00
5301	12/06/2024	Reconciled		12/31/2024	Accounts Payable	WEX BANK - EFT	$45.64	$45.64	$0.00
5302	12/09/2024	Reconciled		12/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$22,122.31	$22,122.31	$0.00
5303	12/09/2024	Reconciled		12/31/2024	Accounts Payable	BMO HARRIS BANK NA	$18,579.09	$18,579.09	$0.00
5304	12/05/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$954,472.00	$954,472.00	$0.00
5305	12/05/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.40	$0.40	$0.00
5306	12/09/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$134,754.38	$134,754.38	$0.00
5307	12/09/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$70,123.21	$70,123.21	$0.00
5308	12/09/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,102.93	$1,102.93	$0.00
5309	12/09/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$89,338.00	$89,338.00	$0.00
5310	12/09/2024	Reconciled		12/31/2024	Accounts Payable	NYS RETIREMENT SYSTEM	$8,809,953.00	$8,809,953.00	$0.00
5311	12/10/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$79.44	$79.44	$0.00
5312	12/10/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,899.75	$2,899.75	$0.00
5313	12/11/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,699.00	$2,699.00	$0.00
5314	12/12/2024	Reconciled		12/31/2024	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$312.00	$312.00	$0.00
5315	12/13/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5316	12/13/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$12.00	$12.00	$0.00
5317	12/20/2024	Reconciled		12/31/2024	Accounts Payable	NATIONAL GRID	$27,535.16	$27,535.16	$0.00
5318	12/20/2024	Reconciled		12/31/2024	Accounts Payable	NYS DEPARTMENT OF HEALTH	$22,803.78	$22,803.78	$0.00
5319	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$7,099.00	$7,099.00	$0.00
5320	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$17,993.00	$17,993.00	$0.00
5321	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$291,435.76	$291,435.76	$0.00
5322	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,399.56	$4,399.56	$0.00
5323	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$142,188.01	$142,188.01	$0.00
5324	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$311.36	$311.36	$0.00
5325	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,044,378.70	$1,044,378.70	$0.00
5326	12/19/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,433.00	$3,433.00	$0.00
5327	12/19/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$302.16	$302.16	$0.00
5328	12/20/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.27	$0.27	$0.00
5329	12/20/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$115.55	$115.55	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5330	12/30/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$24,004.54	$24,004.54	$0.00
5331	12/27/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5332	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$962,629.91	$962,629.91	$0.00
5333	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$289,283.42	$289,283.42	$0.00
5334	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,361.70	$4,361.70	$0.00
5335	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$145,942.61	$145,942.61	$0.00
5336	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$307.57	$307.57	$0.00
5337	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$786,882.00	$786,882.00	$0.00
5338	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$88,810.00	$88,810.00	$0.00
5339	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$550,707.00	$550,707.00	$0.00
5342	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$63.00	$63.00	$0.00
5343	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$16.00	$16.00	$0.00
5344	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$70.00	$70.00	$0.00
5345	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
5346	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
5347	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$50.00	$50.00	$0.00
5348	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$27.82	$27.82	$0.00
5349	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$70.00	$70.00	$0.00
Type EFT Totals:					504 Transactions		$139,575,273.32	$138,620,854.58	$0.00
General - General Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	502	$138,620,854.58	$138,620,854.58
	Voided	2	$954,418.74	$0.00
	Total	504	$139,575,273.32	$138,620,854.58

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	502	$138,620,854.58	$138,620,854.58
	Voided	2	$954,418.74	$0.00
	Stopped	0	$0.00	$0.00
	Total	504	$139,575,273.32	$138,620,854.58

Ins Cash Sweep - Insured Cash Sweep - General

EFT

27	09/05/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$6,000,000.00	$6,000,000.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28	12/10/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,000,000.00	$5,000,000.00	$0.00
Type EFT Totals:					2 Transactions		$11,000,000.00	$11,000,000.00	$0.00

Ins Cash Sweep - Insured Cash Sweep - General Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$11,000,000.00	$11,000,000.00
	Voided	0	$0.00	$0.00
	Total	2	$11,000,000.00	$11,000,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$11,000,000.00	$11,000,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$11,000,000.00	$11,000,000.00

Misc Trust - Miscellaneous Trust-GFN

EFT

1720	01/05/2024	Reconciled	01/31/2024	Accounts Payable	ELECT FED TAX PAYT SYS	$502,178.06	$502,178.06	$0.00
1721	01/08/2024	Reconciled	01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$34,742.29	$34,742.29	$0.00
1722	01/08/2024	Reconciled	01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
1723	01/08/2024	Reconciled	01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$27.10	$27.10	$0.00
1724	01/10/2024	Reconciled	01/31/2024	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$86,904.19	$86,904.19	$0.00
1725	01/17/2024	Reconciled	01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,456.78	$2,456.78	$0.00
1726	01/24/2024	Reconciled	01/31/2024	Accounts Payable	PROMP TAX-N.Y.S. DEPT. OF	$86,329.71	$86,329.71	$0.00
1727	01/19/2024	Reconciled	01/31/2024	Accounts Payable	NYS RETIREMENT SYSTEM	$103,263.33	$103,263.33	$0.00
1728	02/28/2024	Reconciled	02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$38,311.68	$38,311.68	$0.00
1729	03/27/2024	Reconciled	03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,000.00	$2,000.00	$0.00
1730	04/10/2024	Reconciled	04/30/2024	Accounts Payable	NYS COMPTROLLER	$1,066.18	$1,066.18	$0.00
1731	04/10/2024	Reconciled	04/30/2024	Accounts Payable	NYS COMPTROLLER	$4,280.39	$4,280.39	$0.00
1732	04/10/2024	Reconciled	04/30/2024	Accounts Payable	NYS COMPTROLLER	$2,632.84	$2,632.84	$0.00
1733	04/16/2024	Reconciled	04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$38,022.50	$38,022.50	$0.00
1734	04/19/2024	Reconciled	04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$37,762.33	$37,762.33	$0.00
1735	04/26/2024	Reconciled	04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$37,829.18	$37,829.18	$0.00
1736	05/22/2024	Reconciled	05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$36,849.37	$36,849.37	$0.00
1737	05/22/2024	Reconciled	05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$139.50	$139.50	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1738	07/19/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$37,899.08	$37,899.08	$0.00
1739	08/08/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$29.97	$29.97	$0.00
1740	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BMO HARRIS BANK NA	$1,494.00	$1,494.00	$0.00
1741	08/16/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,642.57	$3,642.57	$0.00
1742	08/16/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,953.81	$4,953.81	$0.00
1743	08/20/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$39,568.81	$39,568.81	$0.00
1744	09/10/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$40,125.41	$40,125.41	$0.00
1745	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$937.35	$937.35	$0.00
1746	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$481.67	$481.67	$0.00
1747	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,556.89	$3,556.89	$0.00
1748	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$7,229.10	$7,229.10	$0.00
1749	10/10/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$40,154.81	$40,154.81	$0.00
1750	11/13/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$39,826.22	$39,826.22	$0.00
1751	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$37,566.87	$37,566.87	$0.00
1752	11/25/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$4,913.56	$4,913.56	$0.00
1753	11/25/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,525.40	$2,525.40	$0.00
1754	11/25/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$455.49	$455.49	$0.00
1755	12/09/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$39,994.57	$39,994.57	$0.00
Type EFT Totals:					36 Transactions		$1,320,151.02	$1,320,151.02	$0.00

Misc Trust - Miscellaneous Trust-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	36	$1,320,151.02	$1,320,151.02
	Voided	0	$0.00	$0.00
	Total	36	$1,320,151.02	$1,320,151.02

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	36	$1,320,151.02	$1,320,151.02
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	36	$1,320,151.02	$1,320,151.02

Self Insurance - Self Insurance

EFT

1245	01/02/2024	Reconciled		01/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1246	01/02/2024	Reconciled		01/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1247	01/02/2024	Reconciled		01/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1248	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,706.88	$1,706.88	$0.00
1249	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$689.46	$689.46	$0.00
1250	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$8,746.84	$8,746.84	$0.00
1251	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,027.47	$1,027.47	$0.00
1252	01/16/2024	Reconciled		01/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1253	01/16/2024	Reconciled		01/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1254	01/16/2024	Reconciled		01/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1255	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,706.88	$1,706.88	$0.00
1256	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$521.77	$521.77	$0.00
1257	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$6,976.40	$6,976.40	$0.00
1258	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$761.35	$761.35	$0.00
1259	01/29/2024	Reconciled		01/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1260	01/29/2024	Reconciled		01/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1261	01/29/2024	Reconciled		01/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1262	01/29/2024	Reconciled		01/31/2024	Accounts Payable	NICHOLS, RONALD, W	$992.56	$992.56	$0.00
1263	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1264	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,089.37	$3,089.37	$0.00
1265	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$40,600.38	$40,600.38	$0.00
1266	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$472.02	$472.02	$0.00
1267	02/12/2024	Reconciled		02/29/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1268	02/12/2024	Reconciled		02/29/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1269	02/12/2024	Reconciled		02/29/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1270	02/12/2024	Reconciled		02/29/2024	Accounts Payable	NICHOLS, RONALD, W	$1,417.94	$1,417.94	$0.00
1271	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1272	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$367.61	$367.61	$0.00
1273	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,021.50	$5,021.50	$0.00
1274	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$472.02	$472.02	$0.00
1275	02/26/2024	Reconciled		02/29/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1276	02/26/2024	Reconciled		02/29/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1277	02/26/2024	Reconciled		02/29/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1278	02/26/2024	Reconciled		02/29/2024	Accounts Payable	NICHOLS, RONALD, W	$1,417.94	$1,417.94	$0.00
1279	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1280	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$385.75	$385.75	$0.00
1281	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,258.77	$5,258.77	$0.00
1282	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$494.32	$494.32	$0.00
1283	03/11/2024	Reconciled		03/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1284	03/11/2024	Reconciled		03/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1285	03/11/2024	Reconciled		03/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1286	03/11/2024	Reconciled		03/31/2024	Accounts Payable	LAMB, KYLE	$1,258.55	$1,258.55	$0.00
1287	03/11/2024	Reconciled		03/31/2024	Accounts Payable	NICHOLS, RONALD, W	$1,417.94	$1,417.94	$0.00
1288	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1289	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$411.24	$411.24	$0.00
1290	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,591.75	$5,591.75	$0.00
1291	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$525.62	$525.62	$0.00
1292	03/25/2024	Reconciled		03/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1293	03/25/2024	Reconciled		03/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1294	03/25/2024	Reconciled		03/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1295	03/25/2024	Reconciled		03/31/2024	Accounts Payable	NICHOLS, RONALD, W	$708.97	$708.97	$0.00
1296	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1297	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.54	$418.54	$0.00
1298	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.50	$5,687.50	$0.00
1299	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$534.62	$534.62	$0.00
1300	04/08/2024	Reconciled		04/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1301	04/08/2024	Reconciled		04/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1302	04/08/2024	Reconciled		04/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1303	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1304	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1305	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1306	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.55	$418.55	$0.00
1307	04/22/2024	Reconciled		04/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1308	04/22/2024	Reconciled		04/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1309	04/22/2024	Reconciled		04/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1310	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1311	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.56	$418.56	$0.00
1312	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.49	$5,687.49	$0.00
1313	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1315	05/03/2024	Reconciled		05/31/2024	Accounts Payable	NORTON, KEVIN, P	$385.00	$385.00	$0.00
1316	05/06/2024	Reconciled		05/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1317	05/06/2024	Reconciled		05/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1318	05/06/2024	Reconciled		05/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1319	05/06/2024	Reconciled		05/31/2024	Accounts Payable	MCDONALD, DENNIS	$258.12	$258.12	$0.00
1320	05/06/2024	Reconciled		05/31/2024	Accounts Payable	NORTON, KEVIN, P	$254.56	$254.56	$0.00
1321	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1322	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.55	$418.55	$0.00
1323	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1324	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.52	$5,687.52	$0.00
1325	05/16/2024	Reconciled		05/31/2024	Accounts Payable	KELLY, ROBERT, E	$21,106.53	$21,106.53	$0.00
1326	05/20/2024	Reconciled		05/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1327	05/20/2024	Reconciled		05/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1328	05/20/2024	Reconciled		05/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1329	05/20/2024	Reconciled		05/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,290.60	$1,290.60	$0.00
1330	05/20/2024	Reconciled		05/31/2024	Accounts Payable	NORTON, KEVIN, P	$1,489.64	$1,489.64	$0.00
1331	05/20/2024	Reconciled		05/31/2024	Accounts Payable	REGNER, MICHELLA	$1,057.65	$1,057.65	$0.00
1332	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1333	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.54	$418.54	$0.00
1334	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1335	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1336	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,179.13	$3,179.13	$0.00
1337	06/03/2024	Reconciled		06/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1338	06/03/2024	Reconciled		06/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1339	06/03/2024	Reconciled		06/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1340	06/03/2024	Reconciled		06/30/2024	Accounts Payable	MCDONALD, DENNIS	$1,290.60	$1,290.60	$0.00
1341	06/03/2024	Reconciled		06/30/2024	Accounts Payable	NORTON, KEVIN, P	$1,272.80	$1,272.80	$0.00
1342	06/03/2024	Reconciled		06/30/2024	Accounts Payable	REGNER, MICHELLA	$1,057.65	$1,057.65	$0.00
1343	06/07/2024	Reconciled		06/30/2024	Accounts Payable	BMO HARRIS BANK NA	$1,000.00	$1,000.00	$0.00
1344	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.52	$5,687.52	$0.00
1345	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1346	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.56	$418.56	$0.00
1347	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1348	06/17/2024	Reconciled		06/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1349	06/17/2024	Reconciled		06/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1350	06/17/2024	Reconciled		06/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1351	06/17/2024	Reconciled		06/30/2024	Accounts Payable	MCDONALD, DENNIS	$1,032.49	$1,032.49	$0.00
1352	06/17/2024	Reconciled		06/30/2024	Accounts Payable	NORTON, KEVIN, P	$1,272.80	$1,272.80	$0.00
1353	06/17/2024	Reconciled		06/30/2024	Accounts Payable	REGNER, MICHELLA	$1,189.85	$1,189.85	$0.00
1354	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1355	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.55	$418.55	$0.00
1356	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.50	$5,687.50	$0.00
1357	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1358	07/01/2024	Reconciled		07/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1359	07/01/2024	Reconciled		07/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1360	07/01/2024	Reconciled		07/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1361	07/01/2024	Reconciled		07/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,164.94	$1,164.94	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1362	07/01/2024	Reconciled		07/31/2024	Accounts Payable	NORTON, KEVIN, P	$986.42	$986.42	$0.00
1363	07/01/2024	Reconciled		07/31/2024	Accounts Payable	REGNER, MICHELLA	$1,322.06	$1,322.06	$0.00
1364	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1365	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$450.81	$450.81	$0.00
1366	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1367	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1368	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	BILLS, ROBERT	$540.98		
1369	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00		
1370	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	LAMB, JEANNE	$477.58		
1371	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	MCDONALD, DENNIS	$967.96		
1372	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	NORTON, KEVIN, P	$954.60		
1373	07/15/2024	Voided	Other	07/15/2024	Accounts Payable	REGNER, MICHELLA	$661.04		
1374	07/15/2024	Reconciled		07/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1375	07/15/2024	Reconciled		07/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1376	07/15/2024	Reconciled		07/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1377	07/15/2024	Reconciled		07/31/2024	Accounts Payable	MCDONALD, DENNIS	$967.96	$967.96	$0.00
1378	07/15/2024	Reconciled		07/31/2024	Accounts Payable	NORTON, KEVIN, P	$954.60	$954.60	$0.00
1379	07/15/2024	Reconciled		07/31/2024	Accounts Payable	REGNER, MICHELLA	$661.04	$661.04	$0.00
1380	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1381	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.54	$418.54	$0.00
1382	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1383	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1384	07/24/2024	Reconciled		07/31/2024	Accounts Payable	FITZGIBBON, SHAWN	$39,564.37	$39,564.37	$0.00
1385	07/29/2024	Reconciled		07/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1386	07/29/2024	Reconciled		07/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1387	07/29/2024	Reconciled		07/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1388	07/29/2024	Reconciled		07/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,032.49	$1,032.49	$0.00
1389	07/29/2024	Reconciled		07/31/2024	Accounts Payable	NORTON, KEVIN, P	$954.60	$954.60	$0.00
1390	07/29/2024	Reconciled		07/31/2024	Accounts Payable	REGNER, MICHELLA	$661.04	$661.04	$0.00
1391	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1392	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.56	$418.56	$0.00
1393	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.50	$5,687.50	$0.00
1394	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1395	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1396	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1397	08/12/2024	Reconciled		08/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1398	08/12/2024	Reconciled		08/31/2024	Accounts Payable	MCDONALD, DENNIS	$2,051.23	$2,051.23	$0.00
1399	08/12/2024	Reconciled		08/31/2024	Accounts Payable	NORTON, KEVIN, P	$954.60	$954.60	$0.00
1400	08/12/2024	Reconciled		08/31/2024	Accounts Payable	REGNER, MICHELLA	$330.52	$330.52	$0.00
1401	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1402	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.54	$418.54	$0.00
1403	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.48	$5,687.48	$0.00
1404	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1405	08/26/2024	Voided	Other	08/27/2024	Accounts Payable	BILLS, ROBERT	$540.98		
1406	08/26/2024	Voided	Other	08/27/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00		
1407	08/26/2024	Voided	Other	08/27/2024	Accounts Payable	LAMB, JEANNE	$477.58		
1408	08/26/2024	Voided	Other	08/27/2024	Accounts Payable	MCDONALD, DENNIS	$1,211.10		
1409	08/26/2024	Voided	Other	08/27/2024	Accounts Payable	NORTON, KEVIN, P	$1,081.88		
1410	08/26/2024	Reconciled		08/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1411	08/26/2024	Reconciled		08/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1412	08/26/2024	Reconciled		08/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1413	08/26/2024	Reconciled		08/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,211.10	$1,211.10	$0.00
1414	08/26/2024	Reconciled		08/31/2024	Accounts Payable	NORTON, KEVIN, P	$1,081.88	$1,081.88	$0.00
1415	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1416	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.55	$418.55	$0.00
1417	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.53	$5,687.53	$0.00
1418	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1419	09/09/2024	Reconciled		09/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1420	09/09/2024	Reconciled		09/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1421	09/09/2024	Reconciled		09/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1422	09/09/2024	Reconciled		09/30/2024	Accounts Payable	MCDONALD, DENNIS	$1,321.10	$1,321.10	$0.00
1423	09/09/2024	Reconciled		09/30/2024	Accounts Payable	NORTON, KEVIN, P	$1,272.80	$1,272.80	$0.00
1424	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1425	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.55	$418.55	$0.00
1426	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.52	$5,687.52	$0.00
1427	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1428	09/23/2024	Reconciled		09/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1429	09/23/2024	Reconciled		09/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1430	09/23/2024	Reconciled		09/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1431	09/23/2024	Reconciled		09/30/2024	Accounts Payable	MCDONALD, DENNIS	$1,321.10	$1,321.10	$0.00
1432	09/23/2024	Reconciled		09/30/2024	Accounts Payable	NORTON, KEVIN, P	$1,272.80	$1,272.80	$0.00
1433	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1434	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.56	$418.56	$0.00
1435	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.50	$5,687.50	$0.00
1436	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1437	10/07/2024	Reconciled		10/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1438	10/07/2024	Reconciled		10/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1439	10/07/2024	Reconciled		10/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1440	10/07/2024	Reconciled		10/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,321.10	$1,321.10	$0.00
1441	10/07/2024	Reconciled		10/31/2024	Accounts Payable	NORTON, KEVIN, P	$1,177.34	$1,177.34	$0.00
1442	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1443	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.54	$418.54	$0.00
1444	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.50	$5,687.50	$0.00
1445	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1446	10/21/2024	Reconciled		10/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1447	10/21/2024	Reconciled		10/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1448	10/21/2024	Reconciled		10/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1449	10/21/2024	Reconciled		10/31/2024	Accounts Payable	MCDONALD, DENNIS	$1,321.10	$1,321.10	$0.00
1450	10/21/2024	Reconciled		10/31/2024	Accounts Payable	NORTON, KEVIN, P	$954.60	$954.60	$0.00
1451	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1452	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$418.57	$418.57	$0.00
1453	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.52	$5,687.52	$0.00
1454	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1455	11/04/2024	Reconciled		11/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1456	11/04/2024	Reconciled		11/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1457	11/04/2024	Reconciled		11/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1458	11/04/2024	Reconciled		11/30/2024	Accounts Payable	MCDONALD, DENNIS	$1,321.10	$1,321.10	$0.00
1459	11/04/2024	Reconciled		11/30/2024	Accounts Payable	NORTON, KEVIN, P	$827.32	$827.32	$0.00
1460	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1461	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$416.10	$416.10	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1462	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.52	$5,687.52	$0.00
1463	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1464	11/08/2024	Reconciled		11/30/2024	Accounts Payable	BMO HARRIS BANK NA	$523.60	$523.60	$0.00
1465	11/18/2024	Reconciled		11/30/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1466	11/18/2024	Reconciled		11/30/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1467	11/18/2024	Reconciled		11/30/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1468	11/18/2024	Reconciled		11/30/2024	Accounts Payable	NORTON, KEVIN, P	$1,450.65	$1,450.65	$0.00
1469	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$22.31	$22.31	$0.00
1470	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$291.60	$291.60	$0.00
1471	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$32.66	$32.66	$0.00
1472	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,112.42	$1,112.42	$0.00
1473	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$414.17	$414.17	$0.00
1474	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.47	$5,687.47	$0.00
1475	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1476	12/02/2024	Reconciled		12/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1477	12/02/2024	Reconciled		12/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1478	12/02/2024	Reconciled		12/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1479	12/02/2024	Reconciled		12/31/2024	Accounts Payable	NORTON, KEVIN, P	$1,021.07	$1,021.07	$0.00
1480	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,212.54	$1,212.54	$0.00
1481	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$415.13	$415.13	$0.00
1482	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.49	$5,687.49	$0.00
1483	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1484	12/09/2024	Reconciled		12/31/2024	Accounts Payable	BMO HARRIS BANK NA	$578.00	$578.00	$0.00
1485	12/16/2024	Reconciled		12/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1486	12/16/2024	Reconciled		12/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1487	12/16/2024	Reconciled		12/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1488	12/16/2024	Reconciled		12/31/2024	Accounts Payable	NORTON, KEVIN, P	$846.06	$846.06	$0.00
1489	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,212.54	$1,212.54	$0.00
1490	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$415.16	$415.16	$0.00
1491	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1492	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
1493	12/30/2024	Reconciled		12/31/2024	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1494	12/30/2024	Reconciled		12/31/2024	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1495	12/30/2024	Reconciled		12/31/2024	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1496	12/30/2024	Reconciled		12/31/2024	Accounts Payable	NORTON, KEVIN, P	$846.06	$846.06	$0.00
1497	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,212.54	$1,212.54	$0.00
1498	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$450.79	$450.79	$0.00
1499	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$5,687.51	$5,687.51	$0.00
1500	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$637.00	$637.00	$0.00
Type EFT Totals:					255 Transactions		$407,778.28	$400,664.58	$0.00
Self Insurance - Self Insurance Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	244	$400,664.58	$400,664.58
	Voided	11	$7,113.70	$0.00
	Total	255	$407,778.28	$400,664.58

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	244	$400,664.58	$400,664.58

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	11	$7,113.70		$0.00	
				-	Stopped	0	$0.00		$0.00	
					Total	255	$407,778.28		$400,664.58	
Soc Srv SSI Ben - Social Services SSI Benefits-GFN										
EFT										
4	01/02/2024	Reconciled		01/31/2024	Accounts Payable		WARREN COUNTY TREASURER	$11.96	$11.96	$0.00
5	12/31/2024	Reconciled		01/31/2025	Accounts Payable		WARREN COUNTY TREASURER	$1,395.40	$1,395.40	$0.00
Type EFT Totals:					2 Transactions			$1,407.36	$1,407.36	$0.00
Soc Srv SSI Ben - Social Services SSI Benefits-GFN Totals										

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$1,407.36	$1,407.36
	Voided	0	$0.00	$0.00
	Total	2	$1,407.36	$1,407.36

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$1,407.36	$1,407.36
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$1,407.36	$1,407.36

Social Services - Social Services-GFN										
EFT										
767	01/02/2024	Reconciled		01/31/2024	Accounts Payable		WARREN COUNTY TREASURER	$1,162.77	$1,162.77	$0.00
768	01/05/2024	Reconciled		01/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
769	01/12/2024	Reconciled		01/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
770	01/22/2024	Reconciled		01/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
771	01/29/2024	Reconciled		01/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
772	02/01/2024	Reconciled		02/29/2024	Accounts Payable		WARREN COUNTY TREASURER	$159,000.00	$159,000.00	$0.00
773	02/05/2024	Reconciled		02/29/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
774	02/12/2024	Reconciled		02/29/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
775	02/16/2024	Reconciled		02/29/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
776	02/26/2024	Reconciled		02/29/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
777	03/01/2024	Reconciled		03/31/2024	Accounts Payable		WARREN COUNTY TREASURER	$146,000.00	$146,000.00	$0.00
778	03/04/2024	Reconciled		03/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
779	03/11/2024	Reconciled		03/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
780	03/18/2024	Reconciled		03/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
781	03/25/2024	Reconciled		03/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$245,767.00	$245,767.00	$0.00
782	04/01/2024	Reconciled		04/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
783	04/01/2024	Reconciled		04/30/2024	Accounts Payable		WARREN COUNTY TREASURER	$154,000.00	$154,000.00	$0.00
784	04/08/2024	Reconciled		04/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
785	04/15/2024	Reconciled		04/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
786	04/22/2024	Reconciled		04/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
787	04/30/2024	Reconciled		04/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
788	04/30/2024	Reconciled		04/30/2024	Accounts Payable		WARREN COUNTY TREASURER	$148,000.00	$148,000.00	$0.00
789	05/06/2024	Reconciled		05/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
790	05/13/2024	Reconciled		05/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
791	05/20/2024	Reconciled		05/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
792	05/24/2024	Reconciled		05/31/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
793	06/03/2024	Reconciled		06/30/2024	Accounts Payable		NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
794	06/03/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$150,000.00	$150,000.00	$0.00
795	06/07/2024	Reconciled		06/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
796	06/17/2024	Reconciled		06/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
797	06/21/2024	Reconciled		06/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
798	06/25/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$144,640.50	$144,640.50	$0.00
799	07/01/2024	Reconciled		07/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
800	07/08/2024	Reconciled		07/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
801	07/15/2024	Reconciled		07/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
802	07/22/2024	Reconciled		07/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
803	07/29/2024	Reconciled		07/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
804	07/31/2024	Voided	Duplicate Payment	08/02/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00		
805	07/30/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$155,000.00	$155,000.00	$0.00
806	08/05/2024	Reconciled		08/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
807	08/12/2024	Reconciled		08/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
808	08/19/2024	Reconciled		08/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
809	08/26/2024	Reconciled		08/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
810	08/29/2024	Reconciled		08/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
811	09/04/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$156,000.00	$156,000.00	$0.00
812	09/09/2024	Reconciled		09/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
813	09/16/2024	Reconciled		09/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
814	09/23/2024	Reconciled		09/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
815	09/30/2024	Reconciled		09/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
816	10/01/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$150,300.00	$150,300.00	$0.00
817	10/08/2024	Reconciled		10/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
818	10/11/2024	Reconciled		10/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
819	10/21/2024	Reconciled		10/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
820	10/28/2024	Reconciled		10/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
821	11/04/2024	Reconciled		11/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
822	11/04/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$155,300.00	$155,300.00	$0.00
823	11/08/2024	Reconciled		11/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
824	11/18/2024	Reconciled		11/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
825	11/21/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$12,233.20	$12,233.20	$0.00
826	11/25/2024	Reconciled		11/30/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
827	12/02/2024	Reconciled		12/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
828	12/02/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$147,200.00	$147,200.00	$0.00
829	12/09/2024	Reconciled		12/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
830	12/17/2024	Reconciled		12/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
831	12/23/2024	Reconciled		12/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
832	12/30/2024	Reconciled		12/31/2024	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
835	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,451.34	$2,451.34	$0.00
836	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$512.69	$512.69	$0.00
837	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$7,009.76	$7,009.76	$0.00
838	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,874.01	$1,874.01	$0.00
Type EFT Totals:					70 Transactions		$14,070,995.27	$13,840,968.27	$0.00
Social Services - Social Services-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$13,840,968.27	$13,840,968.27
	Voided	1	$230,027.00	$0.00
	Total	70	$14,070,995.27	$13,840,968.27

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	69	$13,840,968.27	$13,840,968.27
	Voided	1	$230,027.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	70	$14,070,995.27	$13,840,968.27

Tax Sale Escrow - Tax Sale Escrow

EFT

1	01/17/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,427,716.23	$1,427,716.23	$0.00
2	01/29/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$355,033.77	$355,033.77	$0.00
Type EFT Totals:					2 Transactions		$1,782,750.00	$1,782,750.00	$0.00
Tax Sale Escrow - Tax Sale Escrow Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$1,782,750.00	$1,782,750.00
	Voided	0	$0.00	$0.00
	Total	2	$1,782,750.00	$1,782,750.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	2	$1,782,750.00	$1,782,750.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$1,782,750.00	$1,782,750.00

Tourism - Tourism

EFT

741	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,049.11	$1,049.11	$0.00
742	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$889.88	$889.88	$0.00
743	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$11,390.74	$11,390.74	$0.00
744	01/03/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$944.14	$944.14	$0.00
745	01/12/2024	Reconciled		01/31/2024	Accounts Payable	BMO HARRIS BANK NA	$9,482.88	$9,482.88	$0.00
746	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,049.11	$1,049.11	$0.00
747	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$891.61	$891.61	$0.00
748	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$11,849.00	$11,849.00	$0.00
749	01/18/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$957.98	$957.98	$0.00
750	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,049.11	$1,049.11	$0.00
751	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$907.83	$907.83	$0.00
752	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$12,061.17	$12,061.17	$0.00
753	01/31/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$967.32	$967.32	$0.00
754	02/16/2024	Reconciled		02/29/2024	Accounts Payable	BMO HARRIS BANK NA	$12,881.00	$12,881.00	$0.00
755	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
756	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,067.18	$1,067.18	$0.00
757	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,169.96	$14,169.96	$0.00
758	02/15/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,155.62	$1,155.62	$0.00
759	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
760	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,085.34	$1,085.34	$0.00
761	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,407.97	$14,407.97	$0.00
762	02/28/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,204.49	$1,204.49	$0.00
763	02/23/2024	Reconciled		02/29/2024	Accounts Payable	WARREN COUNTY TREASURER	$9,824.01	$9,824.01	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
764	03/08/2024	Reconciled		03/31/2024	Accounts Payable	BMO HARRIS BANK NA	$14,267.96	$14,267.96	$0.00
765	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
766	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,126.88	$1,126.88	$0.00
767	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,950.92	$14,950.92	$0.00
768	03/14/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,251.55	$1,251.55	$0.00
769	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
770	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,072.02	$1,072.02	$0.00
771	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,233.72	$14,233.72	$0.00
772	03/27/2024	Reconciled		03/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,235.21	$1,235.21	$0.00
773	04/05/2024	Reconciled		04/30/2024	Accounts Payable	BMO HARRIS BANK NA	$6,906.23	$6,906.23	$0.00
774	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,843.51	$14,843.51	$0.00
775	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
776	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,471.74	$1,471.74	$0.00
777	04/10/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,118.69	$1,118.69	$0.00
778	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
779	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,089.03	$1,089.03	$0.00
780	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,456.20	$14,456.20	$0.00
781	04/24/2024	Reconciled		04/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,485.53	$1,485.53	$0.00
782	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
783	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,096.60	$1,096.60	$0.00
784	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,475.28	$1,475.28	$0.00
785	05/08/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,554.94	$14,554.94	$0.00
786	05/10/2024	Reconciled		05/31/2024	Accounts Payable	BMO HARRIS BANK NA	$15,073.55	$15,073.55	$0.00
787	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
788	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,097.13	$1,097.13	$0.00
789	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$14,562.00	$14,562.00	$0.00
790	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,475.28	$1,475.28	$0.00
791	05/22/2024	Reconciled		05/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$32.76	$32.76	$0.00
792	06/07/2024	Reconciled		06/30/2024	Accounts Payable	BMO HARRIS BANK NA	$28,637.56	$28,637.56	$0.00
793	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$16,389.62	$16,389.62	$0.00
794	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
795	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,236.97	$1,236.97	$0.00
796	06/06/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,686.29	$1,686.29	$0.00
797	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
798	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,243.96	$1,243.96	$0.00
799	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$16,481.26	$16,481.26	$0.00
800	06/18/2024	Reconciled		06/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,686.29	$1,686.29	$0.00
801	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
802	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,361.40	$1,361.40	$0.00
803	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$17,494.45	$17,494.45	$0.00
804	07/02/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,785.56	$1,785.56	$0.00
805	07/15/2024	Reconciled		07/31/2024	Accounts Payable	BMO HARRIS BANK NA	$23,875.44	$23,875.44	$0.00
806	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
807	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,383.89	$1,383.89	$0.00
808	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,310.31	$18,310.31	$0.00
809	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,884.82	$1,884.82	$0.00
810	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2.57	$2.57	$0.00
811	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
812	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,373.86	$1,373.86	$0.00
813	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,179.30	$18,179.30	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
814	07/31/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,884.84	$1,884.84	$0.00
815	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BMO HARRIS BANK NA	$17,225.11	$17,225.11	$0.00
816	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
817	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,379.59	$1,379.59	$0.00
818	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,254.01	$18,254.01	$0.00
819	08/14/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,884.84	$1,884.84	$0.00
820	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
821	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,357.21	$1,357.21	$0.00
822	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$17,961.66	$17,961.66	$0.00
823	08/29/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,856.72	$1,856.72	$0.00
824	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
825	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,361.61	$1,361.61	$0.00
826	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,019.21	$18,019.21	$0.00
827	09/11/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,884.83	$1,884.83	$0.00
828	09/13/2024	Reconciled		09/30/2024	Accounts Payable	BMO HARRIS BANK NA	$18,049.42	$18,049.42	$0.00
829	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
830	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,444.69	$1,444.69	$0.00
831	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$19,105.07	$19,105.07	$0.00
832	09/25/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,962.78	$1,962.78	$0.00
833	10/01/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$502.70	$502.70	$0.00
834	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
835	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,435.00	$1,435.00	$0.00
836	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,978.70	$18,978.70	$0.00
837	10/09/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,946.27	$1,946.27	$0.00
838	10/11/2024	Reconciled		10/31/2024	Accounts Payable	BMO HARRIS BANK NA	$31,769.78	$31,769.78	$0.00
839	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
840	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,407.37	$1,407.37	$0.00
841	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,616.93	$18,616.93	$0.00
842	10/23/2024	Reconciled		10/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,903.14	$1,903.14	$0.00
843	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
844	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,401.11	$1,401.11	$0.00
845	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$18,660.49	$18,660.49	$0.00
846	11/06/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,917.77	$1,917.77	$0.00
847	11/08/2024	Reconciled		11/30/2024	Accounts Payable	BMO HARRIS BANK NA	$26,923.46	$26,923.46	$0.00
848	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$239.93	$239.93	$0.00
849	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$258.07	$258.07	$0.00
850	11/15/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$3,136.42	$3,136.42	$0.00
851	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,261.73	$1,261.73	$0.00
852	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,491.61	$1,491.61	$0.00
853	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$19,843.65	$19,843.65	$0.00
854	11/20/2024	Reconciled		11/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,996.50	$1,996.50	$0.00
855	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
856	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,591.19	$1,591.19	$0.00
857	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$21,340.71	$21,340.71	$0.00
858	12/04/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,136.52	$2,136.52	$0.00
859	12/09/2024	Reconciled		12/31/2024	Accounts Payable	BMO HARRIS BANK NA	$14,088.48	$14,088.48	$0.00
860	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
861	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,525.50	$1,525.50	$0.00
862	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$20,483.25	$20,483.25	$0.00
863	12/18/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,136.51	$2,136.51	$0.00

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
864	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
865	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$1,553.18	$1,553.18	$0.00
866	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$19,940.81	$19,940.81	$0.00
867	12/31/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$2,136.51	$2,136.51	$0.00
869	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$180.20	$180.20	$0.00
Type EFT Totals:					128 Transactions		$796,578.20	$796,578.20	$0.00

Tourism - Tourism Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	128	$796,578.20	$796,578.20
	Voided	0	$0.00	$0.00
	Total	128	$796,578.20	$796,578.20

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	128	$796,578.20	$796,578.20
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	128	$796,578.20	$796,578.20

Warren Co Health - Warren County Health Insurance

EFT

100	07/18/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$800.00	$800.00	$0.00
101	07/25/2024	Reconciled		07/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$278.83	$278.83	$0.00
102	08/07/2024	Reconciled		08/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$945.99	$945.99	$0.00
103	09/24/2024	Reconciled		09/30/2024	Accounts Payable	WARREN COUNTY TREASURER	$937.35	$937.35	$0.00
Type EFT Totals:					4 Transactions		$2,962.17	$2,962.17	$0.00

Warren Co Health - Warren County Health Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	4	$2,962.17	$2,962.17
	Voided	0	$0.00	$0.00
	Total	4	$2,962.17	$2,962.17

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	4	$2,962.17	$2,962.17
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	4	$2,962.17	$2,962.17

WIA - WIA-GFN

EFT

119	01/12/2024	Reconciled		01/31/2024	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
120	01/02/2024	Reconciled		01/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$46.25	$46.25	$0.00
121	02/16/2024	Reconciled		02/29/2024	Accounts Payable	BMO HARRIS BANK NA	$163.96	$163.96	$0.00
122	03/08/2024	Reconciled		03/31/2024	Accounts Payable	BMO HARRIS BANK NA	$129.98	$129.98	$0.00
123	04/05/2024	Reconciled		04/30/2024	Accounts Payable	BMO HARRIS BANK NA	$134.98	$134.98	$0.00
124	05/10/2024	Reconciled		05/31/2024	Accounts Payable	BMO HARRIS BANK NA	$1,567.32	$1,567.32	$0.00
125	06/07/2024	Reconciled		06/30/2024	Accounts Payable	BMO HARRIS BANK NA	$254.97	$254.97	$0.00
126	07/15/2024	Reconciled		07/31/2024	Accounts Payable	BMO HARRIS BANK NA	$525.33	$525.33	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
127	08/12/2024	Reconciled		08/31/2024	Accounts Payable	BMO HARRIS BANK NA	$134.98	$134.98	$0.00
128	09/13/2024	Reconciled		09/30/2024	Accounts Payable	BMO HARRIS BANK NA	$640.43	$640.43	$0.00
129	10/11/2024	Reconciled		10/31/2024	Accounts Payable	BMO HARRIS BANK NA	$1,014.34	$1,014.34	$0.00
130	11/08/2024	Reconciled		11/30/2024	Accounts Payable	BMO HARRIS BANK NA	$253.31	$253.31	$0.00
131	12/17/2024	Reconciled		12/31/2024	Accounts Payable	WARREN COUNTY TREASURER	$945.99	$945.99	$0.00
132	12/31/2024	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$255.00	$255.00	$0.00
Type EFT Totals:					14 Transactions		$6,196.82	$6,196.82	$0.00
WIA - WIA-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	14	$6,196.82	$6,196.82
	Voided	0	$0.00	$0.00
	Total	14	$6,196.82	$6,196.82

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	14	$6,196.82	$6,196.82
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	14	$6,196.82	$6,196.82

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1045**	**$199,862,032.81**	**$199,862,032.81**
	Voided	**14**	**$1,191,559.44**	**$0.00**
	Total	**1059**	**$201,053,592.25**	**$199,862,032.81**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**1045**	**$199,862,032.81**	**$199,862,032.81**
	Voided	**14**	**$1,191,559.44**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1059**	**$201,053,592.25**	**$199,862,032.81**

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
'22 Pub Imp Bond - Paving, Retaining Wall & Country									
EFT									
36	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$780.54	$780.54	$0.00
37	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$173.81	$173.81	$0.00
38	03/13/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$642.08	$642.08	$0.00
39	04/25/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,440.00	$6,440.00	$0.00
40	04/25/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$71,751.68	$71,751.68	$0.00
41	05/01/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$162.55	$162.55	$0.00
42	05/20/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$129.02	$129.02	$0.00
43	06/27/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$104.55	$104.55	$0.00
44	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$110.43	$110.43	$0.00
45	08/21/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$109.01	$109.01	$0.00
46	09/22/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$109.95	$109.95	$0.00
47	10/29/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$110.66		
48	11/18/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$104.79		
49	12/24/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$108.32		
Type EFT Totals:					14 Transactions		$80,837.39	$80,513.62	$0.00
'22 Pub Imp Bond - Paving, Retaining Wall & Country Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$323.77	$0.00
	Reconciled	11	$80,513.62	$80,513.62
	Voided	0	$0.00	$0.00
	Total	14	$80,837.39	$80,513.62

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$323.77	$0.00
	Reconciled	11	$80,513.62	$80,513.62
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	14	$80,837.39	$80,513.62

Com Dev NIB - Community Development NIB									
EFT									
27	01/13/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$53,598.38	$53,598.38	$0.00
28	02/03/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$34,826.60	$34,826.60	$0.00
29	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$13,112.00	$13,112.00	$0.00
30	08/20/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,888.00	$6,888.00	$0.00
31	09/16/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$16,887.29	$16,887.29	$0.00
32	10/02/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$7,350.48		
33	10/20/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$16,137.04		
34	10/28/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$17,448.37		
35	11/20/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$7,491.70		
36	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,204.76		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
37	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$4,728.53		
Type EFT Totals:					11 Transactions		$180,673.15	$125,312.27	$0.00
Com Dev NIB - Community Development NIB Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$55,360.88	$0.00
	Reconciled	5	$125,312.27	$125,312.27
	Voided	0	$0.00	$0.00
	Total	11	$180,673.15	$125,312.27

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$55,360.88	$0.00
	Reconciled	5	$125,312.27	$125,312.27
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	11	$180,673.15	$125,312.27

Court & Trust - Court & Trust-GFN

EFT

14	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$621.47	$621.47	$0.00
Type EFT Totals:					1 Transactions		$621.47	$621.47	$0.00
Court & Trust - Court & Trust-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$621.47	$621.47
	Voided	0	$0.00	$0.00
	Total	1	$621.47	$621.47

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	1	$621.47	$621.47
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$621.47	$621.47

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Court Exp Bond - Court Expansion Bond									
EFT									
116	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$18.48	$18.48	$0.00
117	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$17.12	$17.12	$0.00
118	03/13/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$67.51	$67.51	$0.00
119	05/01/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$15.38	$15.38	$0.00
120	05/20/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$16.34	$16.34	$0.00
121	06/27/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$14.12	$14.12	$0.00
122	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$15.59	$15.59	$0.00
123	08/21/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$15.35	$15.35	$0.00
124	09/22/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$14.73	$14.73	$0.00
125	10/29/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$15.10		
126	11/18/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$14.66		
127	12/24/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$15.88		
Type EFT Totals:					12 Transactions		$240.26	$194.62	$0.00
Court Exp Bond - Court Expansion Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$45.64	$0.00
	Reconciled	9	$194.62	$194.62
	Voided	0	$0.00	$0.00
	Total	12	$240.26	$194.62

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$45.64	$0.00
	Reconciled	9	$194.62	$194.62
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	12	$240.26	$194.62

Culvert Repair B - Culvert Repair Bond									
EFT									
1	12/01/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$11,000,000.00		
Type EFT Totals:					1 Transactions		$11,000,000.00		
Culvert Repair B - Culvert Repair Bond Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$11,000,000.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	1	$11,000,000.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$11,000,000.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$11,000,000.00	$0.00

DA-Fed Forfeited - DA-Fed Forfeited Property						
EFT						
6	05/13/2025	Open	Accounts Payable	BMO HARRIS BANK NA	$500.00	
7	07/14/2025	Open	Accounts Payable	BMO HARRIS BANK NA	$162.10	

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8	08/04/2025	Open			Accounts Payable	BMO HARRIS BANK NA	$601.92		
Type EFT Totals:					3 Transactions		$1,264.02		
DA-Fed Forfeited - DA-Fed Forfeited Property Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$1,264.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	3	$1,264.02	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$1,264.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$1,264.02	$0.00

Debt Service - Debt Service

EFT

182	01/29/2025	Reconciled	01/31/2025	Accounts Payable	CEDE & CO.- INTEREST ACCT	$148,650.00	$148,650.00	$0.00
183	01/29/2025	Reconciled	01/31/2025	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$655,000.00	$655,000.00	$0.00
184	04/10/2025	Reconciled	04/30/2025	Accounts Payable	CEDE & CO.- INTEREST ACCT	$72,131.25	$72,131.25	$0.00
185	04/10/2025	Reconciled	04/30/2025	Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$400,000.00	$400,000.00	$0.00
186	05/28/2025	Reconciled	05/31/2025	Accounts Payable	CEDE & CO.- INTEREST ACCT	$198,975.00	$198,975.00	$0.00
187	07/29/2025	Reconciled	07/31/2025	Accounts Payable	CEDE & CO.- INTEREST ACCT	$138,825.00	$138,825.00	$0.00
188	10/08/2025	Open		Accounts Payable	CEDE & CO.- INTEREST ACCT	$67,881.25		
189	10/28/2025	Open		Accounts Payable	CEDE & CO.- INTEREST ACCT	$873,300.00		
190	10/28/2025	Open		Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$860,000.00		
191	11/25/2025	Open		Accounts Payable	CEDE & CO.- INTEREST ACCT	$198,975.00		

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
192	11/25/2025	Open			Accounts Payable	CEDE&CO.,PRINCIPAL ACCT.	$785,000.00		
Type EFT Totals:					11 Transactions		$4,398,737.50	$1,613,581.25	$0.00
Debt Service - Debt Service Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	$2,785,156.25	$0.00
	Reconciled	6	$1,613,581.25	$1,613,581.25
	Voided	0	$0.00	$0.00
	Total	11	$4,398,737.50	$1,613,581.25

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	$2,785,156.25	$0.00
	Reconciled	6	$1,613,581.25	$1,613,581.25
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	11	$4,398,737.50	$1,613,581.25

General - General

EFT

5340	01/06/2025	Reconciled	01/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$19,776.81	$19,776.81	$0.00
5341	01/06/2025	Reconciled	01/31/2025	Accounts Payable	WEX BANK - EFT	$191.55	$191.55	$0.00
5350	01/10/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5351	01/13/2025	Reconciled	01/31/2025	Accounts Payable	BMO HARRIS BANK NA	$12,020.15	$12,020.15	$0.00
5352	01/13/2025	Reconciled	01/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$409.00	$409.00	$0.00
5353	01/13/2025	Reconciled	01/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$17,593.19	$17,593.19	$0.00
5354	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$24,039.90	$24,039.90	$0.00
5355	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$312.09	$312.09	$0.00
5356	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$118,613.24	$118,613.24	$0.00
5357	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,395.88	$4,395.88	$0.00
5358	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,110.08	$290,110.08	$0.00
5359	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$334,331.13	$334,331.13	$0.00
5360	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$702,506.64	$702,506.64	$0.00
5361	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$70,990.27	$70,990.27	$0.00
5362	01/15/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$138,569.01	$138,569.01	$0.00
5363	01/21/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$100,005.55	$100,005.55	$0.00
5364	01/21/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$100,401.00	$100,401.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5365	01/22/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$505.08	$505.08	$0.00
5366	01/22/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5367	01/22/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$59.40	$59.40	$0.00
5368	01/22/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$80.00	$80.00	$0.00
5369	01/27/2025	Reconciled		01/31/2025	Accounts Payable	NATIONAL GRID	$41,695.16	$41,695.16	$0.00
5370	01/27/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$10.00	$10.00	$0.00
5371	01/27/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5372	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$141.84	$141.84	$0.00
5373	01/30/2025	Reconciled		01/31/2025	Accounts Payable	CITY OF GLENS FALLS	$186,653.00	$186,653.00	$0.00
5374	01/30/2025	Reconciled		01/31/2025	Accounts Payable	TOWN OF CHESTER	$490,912.94	$490,912.94	$0.00
5375	01/30/2025	Reconciled		01/31/2025	Accounts Payable	TOWN OF HORICON	$489,437.86	$489,437.86	$0.00
5376	01/30/2025	Reconciled		01/31/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$339,925.25	$339,925.25	$0.00
5377	01/30/2025	Reconciled		01/31/2025	Accounts Payable	TOWN OF QUEENSBURY	$2,822,663.16	$2,822,663.16	$0.00
5378	01/30/2025	Reconciled		01/31/2025	Accounts Payable	TOWN OF WARRENSBURG	$240,272.87	$240,272.87	$0.00
5379	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$803,650.00	$803,650.00	$0.00
5380	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$289,749.56	$289,749.56	$0.00
5381	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,399.56	$4,399.56	$0.00
5382	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$147,388.41	$147,388.41	$0.00
5383	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,100,952.84	$1,100,952.84	$0.00
5384	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$312.09	$312.09	$0.00
5385	02/03/2025	Reconciled		02/28/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$8,690.04	$8,690.04	$0.00
5386	02/03/2025	Reconciled		02/28/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,650.25	$12,650.25	$0.00
5387	02/03/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.95	$0.95	$0.00
5388	02/03/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5389	01/31/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5390	02/04/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$58,433.00	$58,433.00	$0.00
5391	02/04/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,920.00	$148,920.00	$0.00
5392	02/06/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,087,714.00	$1,087,714.00	$0.00
5393	02/10/2025	Reconciled		02/28/2025	Accounts Payable	BMO HARRIS BANK NA	$21,928.82	$21,928.82	$0.00
5394	02/07/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5395	02/07/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$13,132.00	$13,132.00	$0.00
5396	02/11/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$3,237.29	$3,237.29	$0.00
5397	02/11/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$54.50	$54.50	$0.00
5398	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$288,149.11	$288,149.11	$0.00
5399	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,369.89	$4,369.89	$0.00
5400	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,060.15	$148,060.15	$0.00
5401	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$312.09	$312.09	$0.00
5402	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,108,511.54	$1,108,511.54	$0.00
5403	02/14/2025	Reconciled		02/28/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,220.60	$16,220.60	$0.00
5404	02/13/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.20	$0.20	$0.00
5405	02/13/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$988,503.00	$988,503.00	$0.00
5406	02/14/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,527.84	$97,527.84	$0.00
5407	02/14/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$136,064.17	$136,064.17	$0.00
5408	02/18/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$180.20	$180.20	$0.00
5409	02/18/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,695.00	$1,695.00	$0.00
5410	02/24/2025	Reconciled		02/28/2025	Accounts Payable	NATIONAL GRID	$24,027.22	$24,027.22	$0.00
5411	02/24/2025	Reconciled		02/28/2025	Accounts Payable	WEX BANK - EFT	$77.65	$77.65	$0.00
5412	02/21/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5413	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,236.42	$290,236.42	$0.00
5414	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,394.63	$4,394.63	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5415	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$147,022.38	$147,022.38	$0.00
5416	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$344.44	$344.44	$0.00
5417	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,095,402.20	$1,095,402.20	$0.00
5418	02/28/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
5419	02/28/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$137.38	$137.38	$0.00
5420	03/04/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,049,937.00	$1,049,937.00	$0.00
5421	03/06/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$22,029.00	$22,029.00	$0.00
5422	03/10/2025	Reconciled		03/31/2025	Accounts Payable	BMO HARRIS BANK NA	$12,159.86	$12,159.86	$0.00
5423	03/10/2025	Reconciled		03/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$647.00	$647.00	$0.00
5424	03/10/2025	Reconciled		03/31/2025	Accounts Payable	WEX BANK - EFT	$202.92	$202.92	$0.00
5425	03/07/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5426	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$288,679.80	$288,679.80	$0.00
5427	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,373.72	$4,373.72	$0.00
5428	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$142,779.15	$142,779.15	$0.00
5429	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5430	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,041,533.03	$1,041,533.03	$0.00
5431	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$163,610.00	$163,610.00	$0.00
5432	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$19.26	$19.26	$0.00
5433	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.80	$0.80	$0.00
5434	03/13/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$135,388.11	$135,388.11	$0.00
5435	03/13/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,085.98	$97,085.98	$0.00
5436	03/17/2025	Reconciled		03/31/2025	Accounts Payable	NATIONAL GRID	$28,684.40	$28,684.40	$0.00
5437	03/17/2025	Reconciled		03/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$35,058.56	$35,058.56	$0.00
5438	03/18/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$10.80	$10.80	$0.00
5439	03/18/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$43.76	$43.76	$0.00
5440	03/21/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$98.82	$98.82	$0.00
5441	03/21/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$7,322.81	$7,322.81	$0.00
5442	03/21/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5443	03/25/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$19,762.00	$19,762.00	$0.00
5444	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.24	$0.24	$0.00
5445	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$287,808.40	$287,808.40	$0.00
5446	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,346.94	$4,346.94	$0.00
5447	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$144,481.08	$144,481.08	$0.00
5448	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5449	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,062,402.14	$1,062,402.14	$0.00
5450	03/31/2025	Reconciled		03/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$12,376.54	$12,376.54	$0.00
5451	03/31/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$328,163.00	$328,163.00	$0.00
5452	04/01/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$500.00	$500.00	$0.00
5453	04/01/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$919.64	$919.64	$0.00
5454	04/02/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$564,307.11	$564,307.11	$0.00
5455	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5456	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5457	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5458	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,368.78	$290,368.78	$0.00
5459	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,394.04	$4,394.04	$0.00
5460	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$145,838.59	$145,838.59	$0.00
5461	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,079,397.24	$1,079,397.24	$0.00
5462	04/14/2025	Reconciled		04/30/2025	Accounts Payable	BMO HARRIS BANK NA	$22,678.84	$22,678.84	$0.00
5463	04/10/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$472,131.25	$472,131.25	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5464	04/14/2025	Reconciled		04/30/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$251.00	$251.00	$0.00
5465	04/14/2025	Reconciled		04/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,605.41	$16,605.41	$0.00
5466	04/14/2025	Reconciled		04/30/2025	Accounts Payable	WEX BANK - EFT	$272.09	$272.09	$0.00
5467	04/15/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.12	$0.12	$0.00
5468	04/16/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,110.51	$1,110.51	$0.00
5469	04/16/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$17.22	$17.22	$0.00
5470	04/21/2025	Reconciled		04/30/2025	Accounts Payable	NATIONAL GRID	$34,731.50	$34,731.50	$0.00
5471	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5472	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$96,918.61	$96,918.61	$0.00
5473	04/21/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$136,789.37	$136,789.37	$0.00
5474	04/21/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$33,752.00	$33,752.00	$0.00
5475	04/21/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$58.05	$58.05	$0.00
5476	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,164.41	$2,164.41	$0.00
5477	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$289,683.80	$289,683.80	$0.00
5478	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,376.50	$4,376.50	$0.00
5479	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,498.82	$148,498.82	$0.00
5480	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5481	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,119,044.98	$1,119,044.98	$0.00
5482	04/28/2025	Reconciled		04/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$21,612.48	$21,612.48	$0.00
5483	04/30/2025	Reconciled		04/30/2025	Accounts Payable	CITY OF GLENS FALLS	$165,509.34	$165,509.34	$0.00
5484	04/30/2025	Reconciled		04/30/2025	Accounts Payable	TOWN OF CHESTER	$508,652.76	$508,652.76	$0.00
5485	04/30/2025	Reconciled		04/30/2025	Accounts Payable	TOWN OF HORICON	$449,368.94	$449,368.94	$0.00
5486	04/30/2025	Reconciled		04/30/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$318,314.19	$318,314.19	$0.00
5487	04/30/2025	Reconciled		04/30/2025	Accounts Payable	TOWN OF QUEENSBURY	$2,467,033.79	$2,467,033.79	$0.00
5488	04/30/2025	Reconciled		04/30/2025	Accounts Payable	TOWN OF WARRENSBURG	$231,919.76	$231,919.76	$0.00
5489	04/29/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5490	05/05/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5491	05/02/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$746,488.00	$746,488.00	$0.00
5492	05/02/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$182,807.00	$182,807.00	$0.00
5493	05/06/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$63.74	$63.74	$0.00
5494	05/06/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,905.76	$4,905.76	$0.00
5495	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.45	$0.45	$0.00
5496	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5497	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$291,882.83	$291,882.83	$0.00
5498	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,417.14	$4,417.14	$0.00
5499	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$142,980.69	$142,980.69	$0.00
5500	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,047,986.07	$1,047,986.07	$0.00
5501	05/12/2025	Reconciled		05/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$217.00	$217.00	$0.00
5502	05/12/2025	Reconciled		05/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$21,109.72	$21,109.72	$0.00
5503	05/12/2025	Reconciled		05/31/2025	Accounts Payable	WEX BANK - EFT	$410.68	$410.68	$0.00
5504	05/13/2025	Reconciled		05/31/2025	Accounts Payable	BMO HARRIS BANK NA	$24,224.38	$24,224.38	$0.00
5505	05/13/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5506	05/14/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$141,107.00	$141,107.00	$0.00
5507	05/14/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$59.40	$59.40	$0.00
5508	05/14/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,173.00	$1,173.00	$0.00
5509	05/15/2025	Reconciled		05/31/2025	Accounts Payable	CITY OF GLENS FALLS	$187,092.70	$187,092.70	$0.00
5510	05/15/2025	Reconciled		05/31/2025	Accounts Payable	TOWN OF CHESTER	$30,271.58	$30,271.58	$0.00
5511	05/15/2025	Reconciled		05/31/2025	Accounts Payable	TOWN OF HORICON	$19,307.24	$19,307.24	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5512	05/15/2025	Reconciled		05/31/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$24,676.93	$24,676.93	$0.00
5513	05/15/2025	Reconciled		05/31/2025	Accounts Payable	TOWN OF QUEENSBURY	$364,009.34	$364,009.34	$0.00
5514	05/15/2025	Reconciled		05/31/2025	Accounts Payable	TOWN OF WARRENSBURG	$39,793.85	$39,793.85	$0.00
5515	05/15/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$134,762.30	$134,762.30	$0.00
5516	05/15/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$98,068.27	$98,068.27	$0.00
5517	05/19/2025	Reconciled		05/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$20,876.49	$20,876.49	$0.00
5518	05/16/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5519	05/20/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.30	$0.30	$0.00
5520	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5521	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$3,675.05	$3,675.05	$0.00
5522	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,265.53	$290,265.53	$0.00
5523	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,399.60	$4,399.60	$0.00
5524	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,484.14	$148,484.14	$0.00
5525	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,120,584.24	$1,120,584.24	$0.00
5526	05/23/2025	Reconciled		05/31/2025	Accounts Payable	NATIONAL GRID	$23,047.27	$23,047.27	$0.00
5527	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$231.75	$231.75	$0.00
5528	05/27/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5529	05/28/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$198,975.00	$198,975.00	$0.00
5530	05/30/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5531	05/30/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,037,783.00	$1,037,783.00	$0.00
5532	05/30/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$22,065.00	$22,065.00	$0.00
5533	05/30/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$309,381.00	$309,381.00	$0.00
5534	05/30/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$127,719.00	$127,719.00	$0.00
5535	06/02/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$78,502.00	$78,502.00	$0.00
5536	06/04/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.80	$0.80	$0.00
5537	06/04/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5538	06/09/2025	Reconciled		06/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$16,302.41	$16,302.41	$0.00
5539	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,818.67	$290,818.67	$0.00
5540	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,412.52	$4,412.52	$0.00
5541	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$150,133.98	$150,133.98	$0.00
5542	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,139,591.59	$1,139,591.59	$0.00
5543	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$236,084.00	$236,084.00	$0.00
5544	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,810.00	$148,810.00	$0.00
5545	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$786,835.00	$786,835.00	$0.00
5546	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,392.63	$97,392.63	$0.00
5547	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$134,789.75	$134,789.75	$0.00
5548	06/13/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5549	06/16/2025	Reconciled		06/30/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$290.00	$290.00	$0.00
5550	06/16/2025	Reconciled		06/30/2025	Accounts Payable	WEX BANK - EFT	$379.43	$379.43	$0.00
5551	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5552	06/20/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$250,000.00	$250,000.00	$0.00
5553	06/23/2025	Reconciled		06/30/2025	Accounts Payable	BMO HARRIS BANK NA	$14,359.28	$14,359.28	$0.00
5554	06/23/2025	Reconciled		06/30/2025	Accounts Payable	NATIONAL GRID	$27,711.48	$27,711.48	$0.00
5555	06/23/2025	Reconciled		06/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$20,056.58	$20,056.58	$0.00
5556	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$291,566.88	$291,566.88	$0.00
5557	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,407.90	$4,407.90	$0.00
5558	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$149,766.63	$149,766.63	$0.00
5559	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,135,330.49	$1,135,330.49	$0.00
5560	06/18/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.20	$0.20	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5561	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$117,361.95	$117,361.95	$0.00
5562	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,934.24	$2,934.24	$0.00
5563	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$102.50	$102.50	$0.00
5564	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,971.65	$4,971.65	$0.00
5565	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$45.26	$45.26	$0.00
5566	06/24/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$135,485.00	$135,485.00	$0.00
5567	06/24/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$84.59	$84.59	$0.00
5568	06/24/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$123.22	$123.22	$0.00
5569	06/27/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5570	06/27/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$86.68	$86.68	$0.00
5571	06/27/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$116,090.00	$116,090.00	$0.00
5572	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$291,539.89	$291,539.89	$0.00
5573	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,406.06	$4,406.06	$0.00
5574	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$151,395.23	$151,395.23	$0.00
5575	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,035,132.61	$1,035,132.61	$0.00
5576	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$316.92	$316.92	$0.00
5577	07/07/2025	Reconciled		07/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$19.00	$19.00	$0.00
5578	07/07/2025	Reconciled		07/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$25,656.02	$25,656.02	$0.00
5579	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BMO HARRIS BANK NA	$20,082.78	$20,082.78	$0.00
5580	07/14/2025	Reconciled		07/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$305.00	$305.00	$0.00
5581	07/07/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5582	07/15/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,040,985.00	$1,040,985.00	$0.00
5583	07/15/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$19.66	$19.66	$0.00
5584	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,921.18	$97,921.18	$0.00
5585	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$131,950.35	$131,950.35	$0.00
5586	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5587	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,938.00	$6,938.00	$0.00
5588	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$292,283.10	$292,283.10	$0.00
5589	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,407.90	$4,407.90	$0.00
5590	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$144,284.15	$144,284.15	$0.00
5591	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,061,358.38	$1,061,358.38	$0.00
5592	07/21/2025	Reconciled		07/31/2025	Accounts Payable	NATIONAL GRID	$28,558.26	$28,558.26	$0.00
5593	07/21/2025	Reconciled		07/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$14,673.28	$14,673.28	$0.00
5594	07/21/2025	Reconciled		07/31/2025	Accounts Payable	WEX BANK - EFT	$776.78	$776.78	$0.00
5595	07/18/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.24	$0.24	$0.00
5596	07/22/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$51.86	$51.86	$0.00
5597	07/22/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$36.00	$36.00	$0.00
5598	07/23/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$56,823.00	$56,823.00	$0.00
5599	07/25/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5600	07/29/2025	Reconciled		08/31/2025	Accounts Payable	TOWN OF CHESTER	$603,092.12	$603,092.12	$0.00
5601	07/29/2025	Reconciled		08/31/2025	Accounts Payable	TOWN OF HORICON	$532,801.33	$532,801.33	$0.00
5602	07/29/2025	Reconciled		08/31/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$377,414.21	$377,414.21	$0.00
5603	07/29/2025	Reconciled		08/31/2025	Accounts Payable	TOWN OF QUEENSBURY	$2,925,077.27	$2,925,077.27	$0.00
5604	07/29/2025	Reconciled		08/31/2025	Accounts Payable	TOWN OF WARRENSBURG	$274,979.29	$274,979.29	$0.00
5605	07/29/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$138,825.00	$138,825.00	$0.00
5606	07/29/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$152.35	$152.35	$0.00
5607	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$291,572.69	$291,572.69	$0.00
5608	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,394.98	$4,394.98	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5609	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$143,171.91	$143,171.91	$0.00
5610	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,044,095.14	$1,044,095.14	$0.00
5611	08/04/2025	Reconciled		08/31/2025	Accounts Payable	BMO HARRIS BANK NA	$17,704.56	$17,704.56	$0.00
5612	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5613	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5614	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.42	$0.42	$0.00
5615	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$12.00	$12.00	$0.00
5616	08/05/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$7,341.36	$7,341.36	$0.00
5617	08/05/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,006,209.00	$1,006,209.00	$0.00
5618	08/05/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,987.18	$97,987.18	$0.00
5619	08/06/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,379.00	$1,379.00	$0.00
5620	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.22	$0.22	$0.00
5621	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$98,123.80	$98,123.80	$0.00
5622	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$131,984.14	$131,984.14	$0.00
5623	08/11/2025	Reconciled		08/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$340.00	$340.00	$0.00
5624	08/11/2025	Reconciled		08/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$22,357.36	$22,357.36	$0.00
5625	08/11/2025	Reconciled		08/31/2025	Accounts Payable	WEX BANK - EFT	$1,927.64	$1,927.64	$0.00
5626	08/08/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5627	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$80.34	$80.34	$0.00
5628	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5629	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,497.36	$5,497.36	$0.00
5630	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$290,022.69	$290,022.69	$0.00
5631	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,361.74	$4,361.74	$0.00
5632	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$141,325.34	$141,325.34	$0.00
5633	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,019,480.34	$1,019,480.34	$0.00
5634	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.17	$0.17	$0.00
5635	08/18/2025	Reconciled		08/31/2025	Accounts Payable	NATIONAL GRID	$30,127.40	$30,127.40	$0.00
5636	08/14/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$56,784.00	$56,784.00	$0.00
5637	08/18/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$51,009.00	$51,009.00	$0.00
5638	08/20/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,000.00	$1,000.00	$0.00
5639	08/25/2025	Reconciled		08/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$46,834.21	$46,834.21	$0.00
5640	08/22/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5641	08/22/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$15,821.00	$15,821.00	$0.00
5642	08/25/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5643	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$289,190.45	$289,190.45	$0.00
5644	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,350.66	$4,350.66	$0.00
5645	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$141,741.28	$141,741.28	$0.00
5646	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,024,833.62	$1,024,833.62	$0.00
5647	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5648	08/26/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4.00	$4.00	$0.00
5649	08/29/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.25	$0.25	$0.00
5650	09/02/2025	Voided	Other	09/02/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00		
5651	08/29/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5652	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$62.80	$62.80	$0.00
5653	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,170.15	$4,170.15	$0.00
5654	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$84.96	$84.96	$0.00
5655	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,925.99	$5,925.99	$0.00
5656	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,423.96	$97,423.96	$0.00
5657	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$131,292.73	$131,292.73	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5658	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BMO HARRIS BANK NA	$18,417.62	$18,417.62	$0.00
5659	09/08/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$937,851.00	$937,851.00	$0.00
5660	09/08/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5661	09/09/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$232,408.00	$232,408.00	$0.00
5662	09/09/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$14,541.28	$14,541.28	$0.00
5663	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$75,154.00	$75,154.00	$0.00
5664	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5665	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$287,382.21	$287,382.21	$0.00
5666	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,341.42	$4,341.42	$0.00
5667	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$148,125.81	$148,125.81	$0.00
5668	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,106,691.22	$1,106,691.22	$0.00
5669	09/15/2025	Reconciled		09/30/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$281.00	$281.00	$0.00
5670	09/15/2025	Reconciled		09/30/2025	Accounts Payable	WEX BANK - EFT	$1,434.58	$1,434.58	$0.00
5671	09/11/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$623.04	$623.04	$0.00
5672	09/11/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,108.39	$4,108.39	$0.00
5673	09/11/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$423.84	$423.84	$0.00
5674	09/11/2025	Voided	Other	09/17/2025	Accounts Payable	WARREN COUNTY TREASURER	$476.00		
5675	09/17/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$3,819.99	$3,819.99	$0.00
5676	09/17/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$49,933.69	$49,933.69	$0.00
5677	09/22/2025	Reconciled		09/30/2025	Accounts Payable	NATIONAL GRID	$28,580.15	$28,580.15	$0.00
5678	09/22/2025	Reconciled		09/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$21,585.93	$21,585.93	$0.00
5679	09/18/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5680	09/23/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5681	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$944.67	$944.67	$0.00
5682	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5683	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$285,917.31	$285,917.31	$0.00
5684	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,321.10	$4,321.10	$0.00
5685	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$153,942.48	$153,942.48	$0.00
5686	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,183,328.20	$1,183,328.20	$0.00
5687	09/29/2025	Reconciled		09/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$20,745.40	$20,745.40	$0.00
5688	09/30/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5689	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$65.71	$65.71	$0.00
5690	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$124.58	$124.58	$0.00
5691	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5692	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,591.09	$97,591.09	$0.00
5693	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$131,817.33	$131,817.33	$0.00
5694	10/06/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$999,535.00	$999,535.00	$0.00
5695	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$242.00	$242.00	$0.00
5696	10/07/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$67,881.25	$67,881.25	$0.00
5697	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5698	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$285,309.47	$285,309.47	$0.00
5699	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,305.40	$4,305.40	$0.00
5700	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$146,419.96	$146,419.96	$0.00
5701	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,084,165.75	$1,084,165.75	$0.00
5702	10/10/2025	Reconciled		10/31/2025	Accounts Payable	BMO HARRIS BANK NA	$18,614.02	$18,614.02	$0.00
5703	10/10/2025	Reconciled		10/31/2025	Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$418.00	$418.00	$0.00
5704	10/10/2025	Reconciled		10/31/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$29,819.68	$29,819.68	$0.00
5705	10/10/2025	Reconciled		10/31/2025	Accounts Payable	WEX BANK - EFT	$645.65	$645.65	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5706	10/09/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.69	$0.69	$0.00
5707	10/10/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$69,030.41	$69,030.41	$0.00
5708	10/10/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$205,308.00	$205,308.00	$0.00
5709	10/10/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$605,028.00	$605,028.00	$0.00
5710	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20.79	$20.79	$0.00
5711	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$44.00	$44.00	$0.00
5712	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$60.96	$60.96	$0.00
5713	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$9,937.00	$9,937.00	$0.00
5714	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,212.54	$2,212.54	$0.00
5715	10/16/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5716	10/20/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$15,000,000.00	$15,000,000.00	$0.00
5717	10/20/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$22,833.00	$22,833.00	$0.00
5718	10/21/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$11.00	$11.00	$0.00
5719	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.01	$0.01	$0.00
5720	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.74	$320.74	$0.00
5721	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$287,663.24	$287,663.24	$0.00
5722	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,343.26	$4,343.26	$0.00
5723	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$146,450.73	$146,450.73	$0.00
5724	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,091,256.70	$1,091,256.70	$0.00
5725	10/27/2025	Reconciled		10/31/2025	Accounts Payable	NATIONAL GRID	$24,003.42	$24,003.42	$0.00
5726	10/28/2025	Reconciled		10/31/2025	Accounts Payable	CITY OF GLENS FALLS	$254,955.99	$254,955.99	$0.00
5727	10/28/2025	Reconciled		10/31/2025	Accounts Payable	TOWN OF CHESTER	$825,465.52	$825,465.52	$0.00
5728	10/28/2025	Reconciled		10/31/2025	Accounts Payable	TOWN OF HORICON	$729,256.96	$729,256.96	$0.00
5729	10/28/2025	Reconciled		10/31/2025	Accounts Payable	TOWN OF LAKE LUZERNE	$516,575.18	$516,575.18	$0.00
5730	10/28/2025	Reconciled		10/31/2025	Accounts Payable	TOWN OF QUEENSBURY	$4,003,617.97	$4,003,617.97	$0.00
5731	10/28/2025	Reconciled		10/31/2025	Accounts Payable	TOWN OF WARRENSBURG	$376,370.24	$376,370.24	$0.00
5732	10/28/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$219.44	$219.44	$0.00
5733	10/28/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$682.55	$682.55	$0.00
5734	10/28/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,733,300.00	$1,733,300.00	$0.00
5735	10/29/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$696.81	$696.81	$0.00
5736	10/29/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$145.53	$145.53	$0.00
5737	10/30/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5738	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
5739	11/04/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$97,313.02	$97,313.02	$0.00
5740	11/04/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$131,799.77	$131,799.77	$0.00
5741	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$779,032.00	$779,032.00	$0.00
5742	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$874,309.00	$874,309.00	$0.00
5743	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$288,005.25	$288,005.25	$0.00
5744	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,350.66	$4,350.66	$0.00
5745	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$143,434.40	$143,434.40	$0.00
5746	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,071,879.49	$1,071,879.49	$0.00
5747	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.85	$320.85	$0.00
5748	11/10/2025	Reconciled		11/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$30,673.70	$30,673.70	$0.00
5749	11/10/2025	Reconciled		11/30/2025	Accounts Payable	WEX BANK - EFT	$270.53	$270.53	$0.00
5750	11/10/2025	Reconciled		11/30/2025	Accounts Payable	BMO HARRIS BANK NA	$14,976.02	$14,976.02	$0.00
5751	11/06/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$182.88	$182.88	$0.00
5752	11/07/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$249,987.00	$249,987.00	$0.00
5753	11/12/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$91.42	$91.42	$0.00
5754	11/12/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,486.99	$5,486.99	$0.00
5755	11/17/2025	Reconciled		11/30/2025	Accounts Payable	NATIONAL GRID	$34,291.03	$34,291.03	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5756	11/14/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$167,760.00	$167,760.00	$0.00
5757	11/14/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$75,412.57	$75,412.57	$0.00
5758	11/14/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$80,000.00	$80,000.00	$0.00
5759	11/14/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5760	11/18/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,000.00	$5,000.00	$0.00
5761	11/18/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,041.68	$1,041.68	$0.00
5762	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$320.85	$320.85	$0.00
5763	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.37	$0.37	$0.00
5764	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$286,437.37	$286,437.37	$0.00
5765	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,334.96	$4,334.96	$0.00
5766	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$145,823.67	$145,823.67	$0.00
5767	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,102,044.33	$1,102,044.33	$0.00
5768	11/24/2025	Reconciled		11/30/2025	Accounts Payable	NYS DEPARTMENT OF HEALTH	$15,685.30	$15,685.30	$0.00
5769	11/25/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$983,975.00	$983,975.00	$0.00
5770	11/26/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$950,000.00	$950,000.00	$0.00
5771	12/02/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$17,044.00		
5772	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$87,863.00		
5773	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$313,392.96		
5774	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$4,398.66		
5775	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$154,229.44		
5776	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,079,781.31		
5777	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$0.59		
5778	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$316.92		
5779	12/08/2025	Open			Accounts Payable	NYS DEPARTMENT OF HEALTH	$9,358.66		
5780	12/08/2025	Open			Accounts Payable	WEX BANK - EFT	$131.67		
5781	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$0.02		
5782	12/08/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,252,614.00		
5783	12/09/2025	Open			Accounts Payable	NYS RETIREMENT SYSTEM	$9,870,682.00		
5784	12/09/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$97,512.02		
5785	12/09/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$129,256.07		
5786	12/09/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$82.35		
5787	12/15/2025	Open			Accounts Payable	PECKHAM ROAD CORP	$2,132,480.23		
5788	12/12/2025	Open			Accounts Payable	BMO HARRIS BANK NA	$14,433.53		
5789	12/15/2025	Open			Accounts Payable	HEALTH FACILITY ASSESSMENT FUND	$632.00		
5790	12/12/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$950,000.00		
5791	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$61.52		
5792	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$172.50		
5793	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$15.62		
5794	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$150.00		
5795	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$440.00		
5796	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,157,443.25		
5797	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$314,112.47		
5798	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$4,403.28		
5799	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$149,934.60		
5800	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$320.85		
5801	12/23/2025	Voided	Other	12/23/2025	Accounts Payable	PECKHAM ROAD CORP	$1,225,954.65		
5802	12/22/2025	Open			Accounts Payable	NATIONAL GRID	$24,439.40		
5803	12/24/2025	Voided	Other	12/24/2025	Accounts Payable	PECKHAM ROAD CORP	$1,225,954.65		
5804	12/23/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$14.19		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5805	12/23/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$56.22		
5806	12/22/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$22.33		
5807	12/24/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$950,000.00		
5808	12/29/2025	Open			Accounts Payable	CITY OF GLENS FALLS	$155,423.42		
5809	12/29/2025	Open			Accounts Payable	TOWN OF CHESTER	$42,346.13		
5810	12/29/2025	Open			Accounts Payable	TOWN OF HORICON	$34,187.29		
5811	12/29/2025	Open			Accounts Payable	TOWN OF LAKE LUZERNE	$29,720.80		
5812	12/29/2025	Open			Accounts Payable	TOWN OF QUEENSBURY	$426,302.01		
5813	12/29/2025	Open			Accounts Payable	TOWN OF WARRENSBURG	$51,859.44		
5815	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,149,620.00		
5816	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$313,168.90		
5817	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$4,392.20		
5818	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$146,216.50		
5819	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,765.61		
5820	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$322.21		
5821	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,103,587.10		
5822	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$400,000.00		
5823	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$141,851.00		
5824	12/31/2025	Voided	Other	12/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$0.35		
5828	12/31/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$101,039.06		
Type EFT Totals:					477 Transactions		$149,422,958.91	$123,752,975.93	$0.00
General - General Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	$22,817,597.33	$0.00
	Reconciled	421	$123,752,975.93	$123,752,975.93
	Voided	5	$2,852,385.65	$0.00
	Total	477	$149,422,958.91	$123,752,975.93

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	$22,817,597.33	$0.00
	Reconciled	421	$123,752,975.93	$123,752,975.93
	Voided	5	$2,852,385.65	$0.00
	Stopped	0	$0.00	$0.00
	Total	477	$149,422,958.91	$123,752,975.93

ICS Tourism - Insured Cash Sweep-Tourism

EFT									
1	06/24/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$250,000.00	$250,000.00	$0.00
2	08/06/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$250,000.00	$250,000.00	$0.00

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$400,000.00	$400,000.00	$0.00
Type EFT Totals:					3 Transactions		$900,000.00	$900,000.00	$0.00
ICS Tourism - Insured Cash Sweep-Tourism Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$900,000.00	$900,000.00
	Voided	0	$0.00	$0.00
	Total	3	$900,000.00	$900,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	3	$900,000.00	$900,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	3	$900,000.00	$900,000.00

Ins Cash Sweep - Insured Cash Sweep - General

EFT								
29	01/03/2025	Reconciled	01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$3,000,000.00	$3,000,000.00	$0.00
30	11/17/2025	Open		Accounts Payable	WARREN COUNTY TREASURER	$3,000,000.00		
31	11/28/2025	Open		Accounts Payable	WARREN COUNTY TREASURER	$15,000,000.00		
32	12/02/2025	Open		Accounts Payable	WARREN COUNTY TREASURER	$7,000,000.00		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
33	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$3,000,000.00		
Type EFT Totals:					5 Transactions		$31,000,000.00	$3,000,000.00	$0.00

Ins Cash Sweep - Insured Cash Sweep - General Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	$28,000,000.00	$0.00
	Reconciled	1	$3,000,000.00	$3,000,000.00
	Voided	0	$0.00	$0.00
	Total	5	$31,000,000.00	$3,000,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	$28,000,000.00	$0.00
	Reconciled	1	$3,000,000.00	$3,000,000.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	5	$31,000,000.00	$3,000,000.00

Misc Trust - Miscellaneous Trust-GFN

EFT

1756	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$43,441.82	$43,441.82	$0.00
1757	02/21/2025	Voided	Other	02/21/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,134.66		
1758	02/21/2025	Voided	Other	02/21/2025	Accounts Payable	WARREN COUNTY TREASURER	$382.53		
1759	02/21/2025	Voided	Other	02/21/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,324.25		
1760	01/21/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,134.66	$5,134.66	$0.00
1761	01/21/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$382.53	$382.53	$0.00
1762	01/21/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,324.25	$2,324.25	$0.00
1763	02/14/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$42,599.27	$42,599.27	$0.00
1764	02/18/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,395.40	$1,395.40	$0.00
1765	02/28/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,385.91	$1,385.91	$0.00
1766	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$192.34	$192.34	$0.00
1767	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,438.20	$1,438.20	$0.00
1768	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,677.88	$2,677.88	$0.00
1769	03/13/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$42,811.30	$42,811.30	$0.00
1770	03/17/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$195.16	$195.16	$0.00
1771	03/17/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,224.18	$1,224.18	$0.00
1772	03/17/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,677.88	$2,677.88	$0.00
1773	04/01/2025	Reconciled		04/30/2025	Accounts Payable	NYS COMPTROLLER	$5,800.69	$5,800.69	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1774	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,564.83	$6,564.83	$0.00
1775	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$209.79	$209.79	$0.00
1776	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$192.82	$192.82	$0.00
1777	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$98.08	$98.08	$0.00
1778	04/04/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4.92	$4.92	$0.00
1779	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,677.88	$2,677.88	$0.00
1780	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$234.02	$234.02	$0.00
1781	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,635.12	$1,635.12	$0.00
1782	04/18/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$43,253.80	$43,253.80	$0.00
1783	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$402.76	$402.76	$0.00
1784	05/15/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$42,646.87	$42,646.87	$0.00
1785	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,134.27	$1,134.27	$0.00
1786	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1787	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$154.02	$154.02	$0.00
1788	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,254.15	$1,254.15	$0.00
1789	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1790	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$179.23	$179.23	$0.00
1791	06/12/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$42,575.54	$42,575.54	$0.00
1792	07/09/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1793	07/09/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,181.34	$1,181.34	$0.00
1794	07/09/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$157.66	$157.66	$0.00
1795	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$41,727.42	$41,727.42	$0.00
1796	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$41,737.51	$41,737.51	$0.00
1797	08/08/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,438.20	$1,438.20	$0.00
1798	08/08/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1799	08/08/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$167.67	$167.67	$0.00
1800	09/03/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$41,507.04	$41,507.04	$0.00
1801	09/15/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,057.23	$1,057.23	$0.00
1802	09/15/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1803	09/15/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$142.33	$142.33	$0.00
1804	10/02/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$41,706.50	$41,706.50	$0.00
1805	10/09/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,395.36	$1,395.36	$0.00
1806	10/09/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1807	10/09/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$182.27	$182.27	$0.00
1808	11/04/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$41,724.06	$41,724.06	$0.00
1809	11/12/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,288.35	$1,288.35	$0.00
1810	11/12/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$878.00	$878.00	$0.00
1811	11/12/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$168.49	$168.49	$0.00
1812	12/09/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$40,964.25		
1813	12/12/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,181.34		
1814	12/12/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$878.00		
1815	12/12/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$135.14		
1816	12/18/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$0.18		
1817	12/18/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$50.00		
Type EFT Totals:					62 Transactions		$569,677.35	$518,627.00	$0.00
Misc Trust - Miscellaneous Trust-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$43,208.91	$0.00
	Reconciled	53	$518,627.00	$518,627.00
	Voided	3	$7,841.44	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total 62	$569,677.35		$518,627.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$43,208.91	$0.00
	Reconciled	53	$518,627.00	$518,627.00
	Voided	3	$7,841.44	$0.00
	Stopped	0	$0.00	$0.00
	Total	62	$569,677.35	$518,627.00

Self Insurance - Self Insurance

EFT

1501	01/13/2025	Reconciled		01/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1502	01/13/2025	Reconciled		01/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1503	01/13/2025	Reconciled		01/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1504	01/13/2025	Reconciled		01/31/2025	Accounts Payable	NORTON, KEVIN, P	$846.06	$846.06	$0.00
1505	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,212.54	$1,212.54	$0.00
1506	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$425.58	$425.58	$0.00
1507	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,823.98	$5,823.98	$0.00
1508	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$652.28	$652.28	$0.00
1509	01/24/2025	Reconciled		01/31/2025	Accounts Payable	MOFFITT, CODY	$520.00	$520.00	$0.00
1510	01/27/2025	Reconciled		01/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1511	01/27/2025	Reconciled		01/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1512	01/27/2025	Reconciled		01/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1513	01/27/2025	Reconciled		01/31/2025	Accounts Payable	MOFFITT, CODY	$1,111.26	$1,111.26	$0.00
1514	01/27/2025	Reconciled		01/31/2025	Accounts Payable	NORTON, KEVIN, P	$875.06	$875.06	$0.00
1515	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1516	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1517	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1518	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$656.11	$656.11	$0.00
1519	02/07/2025	Reconciled		02/28/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,196.81	$1,196.81	$0.00
1520	02/10/2025	Reconciled		02/28/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1521	02/10/2025	Reconciled		02/28/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1522	02/10/2025	Reconciled		02/28/2025	Accounts Payable	BUSH, MICHAEL, R.	$234.67	$234.67	$0.00
1523	02/10/2025	Reconciled		02/28/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1524	02/10/2025	Reconciled		02/28/2025	Accounts Payable	MOFFITT, CODY	$1,631.26	$1,631.26	$0.00
1525	02/10/2025	Reconciled		02/28/2025	Accounts Payable	NORTON, KEVIN, P	$875.06	$875.06	$0.00
1526	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1527	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1528	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1529	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$656.11	$656.11	$0.00
1530	02/24/2025	Reconciled		02/28/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1531	02/24/2025	Reconciled		02/28/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1532	02/24/2025	Reconciled		02/28/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1533	02/24/2025	Reconciled		02/28/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1534	02/24/2025	Reconciled		02/28/2025	Accounts Payable	MOFFITT, CODY	$1,734.26	$1,734.26	$0.00
1535	02/24/2025	Reconciled		02/28/2025	Accounts Payable	NORTON, KEVIN, P	$875.06	$875.06	$0.00
1536	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1537	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1538	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1539	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$656.11	$656.11	$0.00
1540	03/03/2025	Voided	Other	03/10/2025	Accounts Payable	NICHOLS, RONALD, W	$520.00		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1541	03/10/2025	Reconciled		03/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1542	03/10/2025	Reconciled		03/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1543	03/10/2025	Reconciled		03/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1544	03/10/2025	Reconciled		03/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1545	03/10/2025	Reconciled		03/31/2025	Accounts Payable	MCDONALD, DENNIS	$76.38	$76.38	$0.00
1546	03/10/2025	Reconciled		03/31/2025	Accounts Payable	MOFFITT, CODY	$1,631.26	$1,631.26	$0.00
1547	03/10/2025	Reconciled		03/31/2025	Accounts Payable	NICHOLS, RONALD, W	$663.77	$663.77	$0.00
1548	03/10/2025	Reconciled		03/31/2025	Accounts Payable	NORTON, KEVIN, P	$1,423.30	$1,423.30	$0.00
1549	03/10/2025	Reconciled		03/31/2025	Accounts Payable	REGNER, MICHELLA	$881.40	$881.40	$0.00
1550	03/10/2025	Reconciled		03/31/2025	Accounts Payable	NICHOLS, RONALD, W	$520.00	$520.00	$0.00
1551	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$180.20	$180.20	$0.00
1552	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1553	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1554	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1555	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$656.11	$656.11	$0.00
1556	03/24/2025	Reconciled		03/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1557	03/24/2025	Reconciled		03/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1558	03/24/2025	Reconciled		03/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1559	03/24/2025	Reconciled		03/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1560	03/24/2025	Reconciled		03/31/2025	Accounts Payable	MOFFITT, CODY	$1,631.26	$1,631.26	$0.00
1561	03/24/2025	Reconciled		03/31/2025	Accounts Payable	NICHOLS, RONALD, W	$1,106.28	$1,106.28	$0.00
1562	03/24/2025	Reconciled		03/31/2025	Accounts Payable	NORTON, KEVIN, P	$661.86	$661.86	$0.00
1563	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1564	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1565	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1566	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$656.11	$656.11	$0.00
1567	04/07/2025	Reconciled		04/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1568	04/07/2025	Reconciled		04/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1569	04/07/2025	Reconciled		04/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1570	04/07/2025	Reconciled		04/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1571	04/07/2025	Reconciled		04/30/2025	Accounts Payable	MOFFITT, CODY	$1,631.26	$1,631.26	$0.00
1572	04/07/2025	Reconciled		04/30/2025	Accounts Payable	NICHOLS, RONALD, W	$1,106.28	$1,106.28	$0.00
1573	04/07/2025	Reconciled		04/30/2025	Accounts Payable	NORTON, KEVIN, P	$661.86	$661.86	$0.00
1574	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1575	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1576	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1577	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1578	04/16/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$599.08	$599.08	$0.00
1579	04/21/2025	Reconciled		04/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1580	04/21/2025	Reconciled		04/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1581	04/21/2025	Reconciled		04/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1582	04/21/2025	Reconciled		04/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1583	04/21/2025	Reconciled		04/30/2025	Accounts Payable	MOFFITT, CODY	$163.13	$163.13	$0.00
1584	04/21/2025	Reconciled		04/30/2025	Accounts Payable	NICHOLS, RONALD, W	$1,106.28	$1,106.28	$0.00
1585	04/21/2025	Reconciled		04/30/2025	Accounts Payable	NORTON, KEVIN, P	$661.86	$661.86	$0.00
1586	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1587	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1588	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1589	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1590	05/05/2025	Reconciled		05/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1591	05/05/2025	Reconciled		05/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1592	05/05/2025	Reconciled		05/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1593	05/05/2025	Reconciled		05/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1594	05/05/2025	Reconciled		05/31/2025	Accounts Payable	NICHOLS, RONALD, W	$331.88	$331.88	$0.00
1595	05/05/2025	Reconciled		05/31/2025	Accounts Payable	NORTON, KEVIN, P	$1,566.78	$1,566.78	$0.00
1596	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1597	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.17	$428.17	$0.00
1598	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1599	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1600	05/13/2025	Reconciled		05/31/2025	Accounts Payable	BMO HARRIS BANK NA	$188.40	$188.40	$0.00
1601	05/19/2025	Reconciled		05/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1602	05/19/2025	Reconciled		05/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1603	05/19/2025	Reconciled		05/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1604	05/19/2025	Reconciled		05/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1605	05/19/2025	Reconciled		05/31/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1606	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1607	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1608	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1609	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1610	06/02/2025	Reconciled		06/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1611	06/02/2025	Reconciled		06/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1612	06/02/2025	Reconciled		06/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1613	06/02/2025	Reconciled		06/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1614	06/02/2025	Reconciled		06/30/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1615	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1616	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1617	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1618	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1619	06/16/2025	Reconciled		06/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1620	06/16/2025	Reconciled		06/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1621	06/16/2025	Reconciled		06/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,173.34	$1,173.34	$0.00
1622	06/16/2025	Reconciled		06/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1623	06/16/2025	Reconciled		06/30/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1624	06/23/2025	Reconciled		06/30/2025	Accounts Payable	BMO HARRIS BANK NA	$1,020.00	$1,020.00	$0.00
1625	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1626	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1627	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1628	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1629	06/30/2025	Reconciled		06/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1630	06/30/2025	Reconciled		06/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1631	06/30/2025	Reconciled		06/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$705.14	$705.14	$0.00
1632	06/30/2025	Reconciled		06/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1633	06/30/2025	Reconciled		06/30/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1634	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1635	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$463.84	$463.84	$0.00
1636	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1637	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1638	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1639	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1640	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1641	07/14/2025	Reconciled		07/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1642	07/14/2025	Reconciled		07/31/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1643	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1644	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1645	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1646	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1647	07/28/2025	Reconciled		07/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1648	07/28/2025	Reconciled		07/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1649	07/28/2025	Reconciled		07/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00
1650	07/28/2025	Reconciled		07/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1651	07/28/2025	Reconciled		07/31/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1652	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1653	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1654	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1655	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1656	08/01/2025	Reconciled		08/31/2025	Accounts Payable	MCDONALD, DENNIS	$19,819.81	$19,819.81	$0.00
1657	08/11/2025	Reconciled		08/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1658	08/11/2025	Reconciled		08/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1659	08/11/2025	Reconciled		08/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00
1660	08/11/2025	Reconciled		08/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1661	08/11/2025	Reconciled		08/31/2025	Accounts Payable	NORTON, KEVIN, P	$882.48	$882.48	$0.00
1662	08/11/2025	Reconciled		08/31/2025	Accounts Payable	MOFFITT, CODY	$0.24	$0.24	$0.00
1663	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1664	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.18	$428.18	$0.00
1665	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1666	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1667	08/25/2025	Reconciled		08/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1668	08/25/2025	Reconciled		08/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1669	08/25/2025	Reconciled		08/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$2,611.40	$2,611.40	$0.00
1670	08/25/2025	Reconciled		08/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1671	08/25/2025	Reconciled		08/31/2025	Accounts Payable	NORTON, KEVIN, P	$441.24	$441.24	$0.00
1672	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1673	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1674	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1675	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1676	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1677	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1678	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00
1679	09/08/2025	Reconciled		09/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1680	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1681	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1682	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1683	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1684	09/22/2025	Reconciled		09/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1685	09/22/2025	Reconciled		09/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1686	09/22/2025	Reconciled		09/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00
1687	09/22/2025	Reconciled		09/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1688	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1689	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.20	$428.20	$0.00
1690	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1691	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1692	10/06/2025	Reconciled		10/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1693	10/06/2025	Reconciled		10/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1694	10/06/2025	Reconciled		10/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$650.00	$650.00	$0.00
1695	10/06/2025	Reconciled		10/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1696	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1697	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.18	$428.18	$0.00
1698	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1699	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1700	10/10/2025	Reconciled		10/31/2025	Accounts Payable	BMO HARRIS BANK NA	$498.00	$498.00	$0.00
1701	10/20/2025	Reconciled		10/31/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1702	10/20/2025	Reconciled		10/31/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1703	10/20/2025	Reconciled		10/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$1,420.00	$1,420.00	$0.00
1704	10/20/2025	Reconciled		10/31/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1705	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1706	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$428.19	$428.19	$0.00
1707	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.11	$5,858.11	$0.00
1708	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1709	10/24/2025	Reconciled		10/31/2025	Accounts Payable	BUSH, MICHAEL, R.	$2,058.39	$2,058.39	$0.00
1710	11/03/2025	Reconciled		11/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1711	11/03/2025	Reconciled		11/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1712	11/03/2025	Reconciled		11/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$880.00	$880.00	$0.00
1713	11/03/2025	Reconciled		11/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1714	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1715	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$423.99	$423.99	$0.00
1716	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1717	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1718	11/10/2025	Reconciled		11/30/2025	Accounts Payable	BMO HARRIS BANK NA	$289.00	$289.00	$0.00
1719	11/17/2025	Reconciled		11/30/2025	Accounts Payable	BILLS, ROBERT	$540.98	$540.98	$0.00
1720	11/17/2025	Reconciled		11/30/2025	Accounts Payable	BRAMAN, ELIZABETH	$100.00	$100.00	$0.00
1721	11/17/2025	Reconciled		11/30/2025	Accounts Payable	BUSH, MICHAEL, R.	$880.00	$880.00	$0.00
1722	11/17/2025	Reconciled		11/30/2025	Accounts Payable	LAMB, JEANNE	$477.58	$477.58	$0.00
1723	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,200.89	$1,200.89	$0.00
1724	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$423.97	$423.97	$0.00
1725	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,858.10	$5,858.10	$0.00
1726	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$738.12	$738.12	$0.00
1727	12/01/2025	Open			Accounts Payable	BILLS, ROBERT	$540.98		
1728	12/01/2025	Open			Accounts Payable	BRAMAN, ELIZABETH	$100.00		
1729	12/01/2025	Open			Accounts Payable	BUSH, MICHAEL, R.	$880.00		
1730	12/01/2025	Open			Accounts Payable	LAMB, JEANNE	$477.58		
1731	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,284.34		
1732	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$463.84		
1733	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$5,858.10		
1734	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$738.12		
1735	12/15/2025	Open			Accounts Payable	BILLS, ROBERT	$540.98		
1736	12/15/2025	Open			Accounts Payable	BRAMAN, ELIZABETH	$100.00		
1737	12/15/2025	Open			Accounts Payable	BUSH, MICHAEL, R.	$1,279.00		
1738	12/15/2025	Open			Accounts Payable	LAMB, JEANNE	$477.58		
1739	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,284.34		
1740	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$424.30		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1741	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$5,858.12		
1742	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$738.12		
1743	12/29/2025	Open			Accounts Payable	BILLS, ROBERT	$540.98		
1744	12/29/2025	Open			Accounts Payable	BRAMAN, ELIZABETH	$100.00		
1745	12/29/2025	Open			Accounts Payable	BUSH, MICHAEL, R.	$880.00		
1746	12/29/2025	Open			Accounts Payable	HOWE, JOHN	$1,945.35		
1747	12/29/2025	Open			Accounts Payable	LAMB, JEANNE	$477.58		
1748	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,284.34		
1749	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$424.30		
1750	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$738.12		
1751	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$5,858.10		
Type EFT Totals:					251 Transactions		$326,181.97	$292,367.80	$0.00

Self Insurance - Self Insurance Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	$33,294.17	$0.00
	Reconciled	225	$292,367.80	$292,367.80
	Voided	1	$520.00	$0.00
	Total	251	$326,181.97	$292,367.80

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	$33,294.17	$0.00
	Reconciled	225	$292,367.80	$292,367.80
	Voided	1	$520.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	251	$326,181.97	$292,367.80

Social Services - Social Services-GFN

EFT

833	01/02/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$147,700.00	$147,700.00	$0.00
834	01/06/2025	Reconciled		01/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
839	01/13/2025	Reconciled		01/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
840	01/17/2025	Reconciled		01/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
841	01/21/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$300,000.00	$300,000.00	$0.00
842	01/27/2025	Reconciled		01/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
843	02/03/2025	Reconciled		02/28/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
844	02/03/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$143,500.00	$143,500.00	$0.00
845	02/10/2025	Reconciled		02/28/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
846	02/14/2025	Reconciled		02/28/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
847	02/24/2025	Reconciled		02/28/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
848	03/03/2025	Reconciled		03/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
849	03/03/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$127,784.00	$127,784.00	$0.00
850	03/10/2025	Reconciled		03/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
851	03/17/2025	Reconciled		03/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
852	03/25/2025	Reconciled		03/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$230,027.00	$230,027.00	$0.00
853	03/31/2025	Reconciled		03/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
854	04/01/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$139,200.00	$139,200.00	$0.00
855	04/01/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$104,200.00	$104,200.00	$0.00
856	04/01/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$108,000.00	$108,000.00	$0.00
857	04/07/2025	Reconciled		04/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
858	04/14/2025	Reconciled		04/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
859	04/21/2025	Reconciled		04/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
860	04/28/2025	Reconciled		04/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
861	05/01/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$134,100.00	$134,100.00	$0.00
862	05/01/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$104,200.00	$104,200.00	$0.00
863	05/02/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,011.00	$6,011.00	$0.00
864	05/05/2025	Reconciled		05/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
865	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$118,685.08	$118,685.08	$0.00
866	05/12/2025	Reconciled		05/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
867	05/19/2025	Reconciled		05/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
868	05/23/2025	Reconciled		05/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
869	06/02/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$137,025.00	$137,025.00	$0.00
870	06/02/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$116,000.00	$116,000.00	$0.00
871	06/03/2025	Reconciled		06/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
872	06/09/2025	Reconciled		06/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
873	06/16/2025	Reconciled		06/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
874	06/23/2025	Reconciled		06/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
875	06/30/2025	Reconciled		06/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
876	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$130,600.00	$130,600.00	$0.00
877	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$80,400.00	$80,400.00	$0.00
878	07/09/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$99,935.08	$99,935.08	$0.00
879	07/14/2025	Reconciled		07/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,136.00	$242,136.00	$0.00
880	07/07/2025	Reconciled		07/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,154.00	$242,154.00	$0.00
881	07/21/2025	Reconciled		07/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
882	07/28/2025	Reconciled		07/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
883	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$135,000.00	$135,000.00	$0.00
884	08/04/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$125,800.00	$125,800.00	$0.00
885	08/04/2025	Reconciled		08/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
886	08/12/2025	Reconciled		08/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
887	08/18/2025	Reconciled		08/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
888	08/25/2025	Reconciled		08/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
889	08/29/2025	Reconciled		08/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
890	09/02/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$142,800.00	$142,800.00	$0.00
891	09/02/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$119,500.00	$119,500.00	$0.00
892	09/08/2025	Reconciled		09/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
893	09/15/2025	Reconciled		09/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
894	09/22/2025	Reconciled		09/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
895	09/29/2025	Reconciled		09/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
896	10/01/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$138,200.00	$138,200.00	$0.00
897	10/01/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$100,700.00	$100,700.00	$0.00
898	10/06/2025	Reconciled		10/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
899	10/10/2025	Reconciled		10/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
900	10/20/2025	Reconciled		10/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
901	10/27/2025	Reconciled		10/31/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
902	11/03/2025	Reconciled		11/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
903	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$141,700.00	$141,700.00	$0.00
904	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$66,900.00	$66,900.00	$0.00
905	11/10/2025	Reconciled		11/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
906	11/17/2025	Reconciled		11/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
907	11/24/2025	Reconciled		11/30/2025	Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00	$242,145.00	$0.00
908	12/01/2025	Open			Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00		
909	12/01/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$138,100.00		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
910	12/01/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$60,100.00		
911	12/08/2025	Open			Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00		
912	12/15/2025	Open			Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00		
913	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$88.00		
914	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$95.00		
915	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$101.75		
916	12/22/2025	Open			Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00		
917	12/29/2025	Open			Accounts Payable	NYSDOH MEDICAID LOCAL SHA	$242,145.00		
Type EFT Totals:					81 Transactions		$15,612,548.91	$14,203,339.16	$0.00

Social Services - Social Services-GFN Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	$1,409,209.75	$0.00
	Reconciled	71	$14,203,339.16	$14,203,339.16
	Voided	0	$0.00	$0.00
	Total	81	$15,612,548.91	$14,203,339.16

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	$1,409,209.75	$0.00
	Reconciled	71	$14,203,339.16	$14,203,339.16
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	81	$15,612,548.91	$14,203,339.16

Tourism - Tourism

EFT

868	01/13/2025	Reconciled		01/31/2025	Accounts Payable	BMO HARRIS BANK NA	$11,134.92	$11,134.92	$0.00
870	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
871	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,565.08	$1,565.08	$0.00
872	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,871.59	$20,871.59	$0.00
873	01/15/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,187.80	$2,187.80	$0.00
874	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
875	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,548.11	$1,548.11	$0.00
876	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,649.68	$20,649.68	$0.00
877	01/29/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,200.62	$2,200.62	$0.00
878	02/04/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,250.56	$6,250.56	$0.00
879	02/10/2025	Reconciled		02/28/2025	Accounts Payable	BMO HARRIS BANK NA	$13,727.23	$13,727.23	$0.00
880	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
881	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,536.87	$1,536.87	$0.00
882	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,502.70	$20,502.70	$0.00
883	02/12/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,208.51	$2,208.51	$0.00
884	02/13/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,500,000.00	$1,500,000.00	$0.00
885	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
886	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,541.32	$1,541.32	$0.00
887	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,560.80	$20,560.80	$0.00
888	02/26/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,209.88	$2,209.88	$0.00
889	03/10/2025	Reconciled		03/31/2025	Accounts Payable	BMO HARRIS BANK NA	$15,157.92	$15,157.92	$0.00
890	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
891	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,521.66	$1,521.66	$0.00
892	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,433.32	$20,433.32	$0.00
893	03/12/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,200.61	$2,200.61	$0.00
894	03/17/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$32.10	$32.10	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
895	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,910.93	$1,910.93	$0.00
896	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,533.57	$1,533.57	$0.00
897	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,587.78	$20,587.78	$0.00
898	03/26/2025	Reconciled		03/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,200.62	$2,200.62	$0.00
899	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
900	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,518.26	$1,518.26	$0.00
901	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,327.87	$20,327.87	$0.00
902	04/09/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,475.70	$2,475.70	$0.00
903	04/14/2025	Reconciled		04/30/2025	Accounts Payable	BMO HARRIS BANK NA	$21,496.56	$21,496.56	$0.00
904	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
905	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,547.16	$1,547.16	$0.00
906	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,705.08	$20,705.08	$0.00
907	04/23/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,520.28	$2,520.28	$0.00
908	04/25/2025	Reconciled		04/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$6,233.81	$6,233.81	$0.00
909	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
910	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,528.34	$1,528.34	$0.00
911	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,459.89	$20,459.89	$0.00
912	05/07/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,479.98	$2,479.98	$0.00
913	05/13/2025	Reconciled		05/31/2025	Accounts Payable	BMO HARRIS BANK NA	$17,493.31	$17,493.31	$0.00
914	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
915	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,522.69	$1,522.69	$0.00
916	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,385.27	$20,385.27	$0.00
917	05/21/2025	Reconciled		05/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,479.98	$2,479.98	$0.00
918	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
919	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,529.84	$1,529.84	$0.00
920	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,479.16	$20,479.16	$0.00
921	06/05/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,482.95	$2,482.95	$0.00
922	06/23/2025	Reconciled		06/30/2025	Accounts Payable	BMO HARRIS BANK NA	$20,733.22	$20,733.22	$0.00
923	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
924	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,524.67	$1,524.67	$0.00
925	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,411.63	$20,411.63	$0.00
926	06/17/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,483.30	$2,483.30	$0.00
927	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
928	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,594.60	$1,594.60	$0.00
929	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,422.01	$20,422.01	$0.00
930	07/01/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,484.60	$2,484.60	$0.00
931	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BMO HARRIS BANK NA	$23,579.98	$23,579.98	$0.00
932	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
933	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,527.42	$1,527.42	$0.00
934	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,446.98	$20,446.98	$0.00
935	07/16/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.57	$2,486.57	$0.00
936	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
937	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,528.46	$1,528.46	$0.00
938	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,461.22	$20,461.22	$0.00
939	07/30/2025	Reconciled		07/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
940	08/04/2025	Reconciled		08/31/2025	Accounts Payable	BMO HARRIS BANK NA	$17,061.35	$17,061.35	$0.00
941	08/07/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$39.46	$39.46	$0.00
942	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
943	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,532.05	$1,532.05	$0.00
944	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,508.06	$20,508.06	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
945	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
946	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
947	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,529.56	$1,529.56	$0.00
948	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,474.98	$20,474.98	$0.00
949	08/27/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
950	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BMO HARRIS BANK NA	$18,132.32	$18,132.32	$0.00
951	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
952	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,526.66	$1,526.66	$0.00
953	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,437.79	$20,437.79	$0.00
954	09/10/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
955	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
956	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,557.39	$1,557.39	$0.00
957	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,839.39	$20,839.39	$0.00
958	09/24/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,495.86	$2,495.86	$0.00
959	09/29/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$650,000.00	$650,000.00	$0.00
960	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
961	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,526.71	$1,526.71	$0.00
962	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,437.76	$20,437.76	$0.00
963	10/08/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
964	10/10/2025	Reconciled		10/31/2025	Accounts Payable	BMO HARRIS BANK NA	$16,201.35	$16,201.35	$0.00
965	10/09/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$250,000.00	$250,000.00	$0.00
966	10/15/2025	Voided	Other	10/20/2025	Accounts Payable	ROVE MARKETING, INC.	$6,750.00		
967	10/20/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00	$1,000,000.00	$0.00
968	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
969	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,525.94	$1,525.94	$0.00
970	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,428.43	$20,428.43	$0.00
971	10/22/2025	Reconciled		10/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,486.59	$2,486.59	$0.00
972	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$4,689.24	$4,689.24	$0.00
973	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,413.26	$2,413.26	$0.00
974	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$5,444.91	$5,444.91	$0.00
975	11/03/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,241.89	$1,241.89	$0.00
976	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
977	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,548.44	$1,548.44	$0.00
978	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,832.54	$20,832.54	$0.00
979	11/05/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,536.33	$2,536.33	$0.00
980	11/10/2025	Reconciled		11/30/2025	Accounts Payable	BMO HARRIS BANK NA	$11,873.62	$11,873.62	$0.00
981	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,214.85	$2,214.85	$0.00
982	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,518.87	$1,518.87	$0.00
983	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$20,445.60	$20,445.60	$0.00
984	11/19/2025	Reconciled		11/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$2,487.58	$2,487.58	$0.00
985	11/25/2025	Voided		11/25/2025	Accounts Payable	ROVE MARKETING, INC.	$2,500.00		
986	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,392.07		
987	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,602.42		
988	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$20,463.88		
989	12/03/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,489.88		
990	12/12/2025	Open			Accounts Payable	BMO HARRIS BANK NA	$13,857.94		
991	12/15/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$82.35		
992	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,392.07		
993	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,526.68		
994	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$20,487.27		

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
995	12/17/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,489.88		
996	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,392.07		
997	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,530.85		
998	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$20,541.87		
999	12/30/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$2,489.88		
Type EFT Totals:					131 Transactions		$4,329,028.06	$4,225,038.95	$0.00
Tourism - Tourism Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	14	$94,739.11	$0.00
	Reconciled	115	$4,225,038.95	$4,225,038.95
	Voided	2	$9,250.00	$0.00
	Total	131	$4,329,028.06	$4,225,038.95

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	14	$94,739.11	$0.00
	Reconciled	115	$4,225,038.95	$4,225,038.95
	Voided	2	$9,250.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	131	$4,329,028.06	$4,225,038.95

Warren Co Health - Warren County Health Insurance									
EFT									
104	01/09/2025	Reconciled		01/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$47.10	$47.10	$0.00
105	12/16/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$1,000,000.00		
Type EFT Totals:					2 Transactions		$1,000,047.10	$47.10	$0.00
Warren Co Health - Warren County Health Insurance Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$1,000,000.00	$0.00
	Reconciled	1	$47.10	$47.10
	Voided	0	$0.00	$0.00
	Total	2	$1,000,047.10	$47.10

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$1,000,000.00	$0.00
	Reconciled	1	$47.10	$47.10
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$1,000,047.10	$47.10

WIA - WIA-GFN									
EFT									
133	02/13/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$22.16	$22.16	$0.00
134	02/13/2025	Reconciled		02/28/2025	Accounts Payable	WARREN COUNTY TREASURER	$1,770.64	$1,770.64	$0.00
135	06/23/2025	Reconciled		06/30/2025	Accounts Payable	BMO HARRIS BANK NA	$393.46	$393.46	$0.00
136	06/23/2025	Reconciled		06/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$11.08	$11.08	$0.00
137	07/14/2025	Reconciled		07/31/2025	Accounts Payable	BMO HARRIS BANK NA	$570.38	$570.38	$0.00
138	08/04/2025	Reconciled		08/31/2025	Accounts Payable	BMO HARRIS BANK NA	$136.15	$136.15	$0.00
139	08/13/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$852.03	$852.03	$0.00
140	08/20/2025	Reconciled		08/31/2025	Accounts Payable	WARREN COUNTY TREASURER	$215.73	$215.73	$0.00
141	09/08/2025	Reconciled		09/30/2025	Accounts Payable	BMO HARRIS BANK NA	$506.74	$506.74	$0.00
142	09/08/2025	Reconciled		09/30/2025	Accounts Payable	WARREN COUNTY TREASURER	$282.70	$282.70	$0.00

WARREN COUNTY

Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
143	10/10/2025	Reconciled		10/31/2025	Accounts Payable	BMO HARRIS BANK NA	$30.98	$30.98	$0.00
144	11/10/2025	Reconciled		11/30/2025	Accounts Payable	BMO HARRIS BANK NA	$1,453.45	$1,453.45	$0.00
145	12/19/2025	Open			Accounts Payable	WARREN COUNTY TREASURER	$27.50		
Type EFT Totals:					13 Transactions		$6,273.00	$6,245.50	$0.00
WIA - WIA-GFN Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$27.50	$0.00
	Reconciled	12	$6,245.50	$6,245.50
	Voided	0	$0.00	$0.00
	Total	13	$6,273.00	$6,245.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$27.50	$0.00
	Reconciled	12	$6,245.50	$6,245.50
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	13	$6,273.00	$6,245.50

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**133**	**$67,240,227.33**	**$0.00**
	Reconciled	**934**	**$148,718,864.67**	**$148,718,864.67**
	Voided	**11**	**$2,869,997.09**	**$0.00**
	Total	**1078**	**$218,829,089.09**	**$148,718,864.67**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**133**	**$67,240,227.33**	**$0.00**
	Reconciled	**934**	**$148,718,864.67**	**$148,718,864.67**
	Voided	**11**	**$2,869,997.09**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1078**	**$218,829,089.09**	**$148,718,864.67**