

NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL  
LAW ENFORCEMENT MISCONDUCT INVESTIGATIVE OFFICE

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In the Matter of the

Assurance No. 23-044

**Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of**

JEFFERSON COUNTY SHERIFF'S OFFICE,

Respondent.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation, pursuant to New York Executive Law §§ 63(1) and 75(3), concerning policies and procedures in place at the respondent's jail facility that did not comport with statutory and constitutional obligations to provide adequate reproductive medical care, inclusive of abortion services, to individuals detained at the Jefferson County Correctional Facility. This Assurance of Discontinuance ("Assurance") contains the findings of the OAG's investigation and the relief agreed to by the OAG and Jefferson County Sheriff's Office ("Respondent"), whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the "Parties").

**OAG'S FACTUAL FINDINGS**

1. The investigation was initiated upon a complaint of KM\*, who was in the custody of the Respondent during the administration of Sheriff Colleen O'Neill.

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\* This individual is referred to by her initials to protect the confidentiality of this person. The person is known to the Parties.

2. The factual findings herein are based on OAG's review of records provided by Respondent related to medical care provided to KM during her detention in the Jefferson County Correctional Facility, interviews with KM, and healthcare records provided with KM's consent by Samaritan Medical Center and Upstate Medical University of SUNY ("SUNY Upstate"), where she received abortion care.

3. KM was admitted to the Respondent's custodial facility on August 18, 2022.

4. The medical file indicates that KM's last menstrual period was on August 11, 2022, but the medical file did not indicate whether KM was offered a pregnancy test during her initial medical screening.

5. KM was first given a pregnancy test during a sick call visit on October 25, 2022, which came back positive. KM wished to terminate the pregnancy and requested an abortion. The procedure was scheduled that day for November 7, 2022.

6. While KM was waiting for the appointment, on November 1 she was "monitored" by medical staff without any medical reason (as she had already undergone the necessary bloodwork on October 26 at Samaritan Medical Center):

i/i to medical, were the above was tested for hcg, the results were positive, after testing the above, the above "open up on her story," appt's in placed, and continue to monitor.

The above medical note suggests that the visit may have placed pressure on KM not to undergo the termination. This entry in the medical chart is electronically signed by the Respondent's registered nurse on November 1, 12:27 p.m.

7. KM was given a sonogram on November 4, which confirmed the pregnancy and estimated gestational age of 19 weeks, 4 days.

8. The previously scheduled appointment for November 7, 2022 was cancelled by Respondent's nurse with no reason documented in the medical chart maintained by Respondent.

9. The medical records from SUNY Upstate confirm that it was the Respondent that made the cancellation:

I called jefferson county correction facility to follow up. They cancelled appt today at UHCC. I spoke with [REDACTED] RN he states patients wants a termination . . . New appt scheduled at UHCC with [REDACTED] NP 11/14 @ 8:15 arrival for 8:30 appointment. Per [REDACTED] Procedure at the main upstate hospital 11/15 in the AM (they will know the exact time on Friday when the scheudle is done) [REDACTED] [Respondent's RN] given this information. . . . Letter faxed to correction facility with appointment time and date.

This entry in the SUNY Upstate record is electronically signed by a registered nurse on November 7, 2022, 11:46 a.m..

10. The medical records are consistent with KM's complaint that she was taken to a holding area on November 7, only to be told that she was not going to be transported to the medical appointment and that her request was now a "legal matter." Contemporaneous notes from a social worker state:

Pt's [patient's] sister answered the phone. She stated that her sister was calling because she is very concerned. Pt's sister explained that Pt found out she was 20 weeks pregnant and has been adamant about having a termination of pregnancy. She stated that she had an appointment for 11.7.22 but for some reason this appointment was canceled by the Jail and Now Pt has not received any information in regards to her care and the termination. Pt's sister stated she is very worried about her sister and feels that her rights are being revoked because the jail does not want to pay for the cost of the termination and possible hospital stay.

This entry in the SUNY Upstate record is electronically signed by a licensed master social worker on November 9, 2022, 10:54 a.m.

11. Another note in the SUNY Upstate medical record indicates that an appointment was confirmed for November 14:

TSW [The social worker] called Jefferson County Jail and spoke with RN [REDACTED]. TSW expressed the concern of the family and of Pt. TSW also wanted to confirm that the jail received the information in regards to Pt's next appointment. [REDACTED] confirmed that this information was received and verified the appointment on 14<sup>th</sup>. . . . TSW explained the importance of this upcoming appointment being maintained due to the amount of time the Pt has left for a termination. TSW discussed the Pt's right to proper medical care regardless of cost to the facility. [REDACTED] agreed. . . [REDACTED] stated she would speak with her boss about the importance of this to help advocate and ensure that she makes this appointment. Se stated she would call TSW back before 3pm to update TSW on the conversation she has with her boss. TSW is very concerned that the jail will continue to push off this appointment due to their unwillingness to pay for the care. If this continue's Pt may miss the opportunity to terminate pregnancy.

This entry in the SUNY Upstate record is electronically signed by a licensed master social worker on November 9, 2022, 11:02 a.m.

12. But the appointment for November 14 was also canceled—even after the County advised the jail on November 10 that the procedure should occur as soon as possible. Instead, an appointment for November 21 was made on November 10, again without any reason documented in the Respondent's records for the cancellation and re-scheduling.

13. There is no legitimate medical reason documented in Respondent's records for the cancellation of the November 14 appointment. KM was told by a jail sergeant that the reason for the cancellation was because the jail did not want to cover the cost. Contemporaneous notes from a social worker state:

TSW received a phone call from [KM's] sister. She stated she is very concerned because She was told by a sargent that the jail has no intention of following through with [KM's] procedure. She was told that they will continue to reschedule the procedure but they do not want to cover the cost. She stated that she is very concerned because soon [KM] will be too far along for the termination . . .

This entry in the SUNY Upstate record is electronically signed by a licensed master social worker on November 14, 2022, 12:25 p.m.

14. On November 15, KM met with the Respondent's medical staff, who tried to talk KM out of the procedure. Respondent's medical chart for KM includes the following "Progress Note":

Inmate requesting to have elective abortion . . . Wants abortion due to not being able to financially and mentally prepared to have another child. Awaiting meeting with Mental Health to discuss options. Inmate states [s]he wants to continue with plans for elective abortion. Nurse [REDACTED] present in room . . . D/W Lt Wilson, Kane and Sargent Newtown, regarding inmate requests for elective abortion. County Attorney states inmate's wishes needs to be granted.

This entry in the medical chart is electronically signed by the Respondent's staff physician assistant on November 15, 9:25 a.m.

15. The jail physician, who was duly appointed by the County board of supervisors pursuant to Correction Law § 501, also informed KM that her medical care was now a legal matter. The facility's medical chart for KM includes the following "Medical Director Note":

When asked, [KM] states no medical reasons for the termination of this pregnancy and is aware that the unborn child has a heartbeat. She requests the abortion because "I just don't want to have this baby." There is no medical indication for termination of this pregnancy. Therefore, I turned this matter completely over to Attorney David Paulson, the county attorney at approximately 1440 on 11/15/22.

[REDACTED] MD  
Medical Director at the Jefferson County Jail.

This entry in the medical chart is electronically signed by the Respondent's staff registered nurse on November 15, 2:53 p.m.

16. Contemporaneous notes from a social worker also confirm this November 15 meeting:

TSW called [KM's sister] back today and she was actually on the phone with [KM]. TSW spoke with [KM] about her care. [KM] stated she had a meeting yesterday with a Dr [REDACTED] who was again trying to talk her out of the procedure. She stated she again told her she is following through and he then told her that medical would not longer be following her and that the Legal team will now be taking over the situation . . . She stated that she does not think they are going to bring her for her procedure and she is concerned.

This entry in the SUNY Upstate record is electronically signed by a licensed master social worker on November 16, 2022, 1:20 pm.

17. At the time of this visit, KM was approximately 21 weeks, 2 days gestation. Under New York law, there is no need to justify a medical reason for pregnancy prior to 24 weeks from commencement of pregnancy.<sup>†</sup>

18. KM finally received abortion care on November 21 and 22. The care was provided 27 days after she first requested care and led to a delay of at least two weeks from the first scheduled appointment for abortion care on November 7.

19. KM reports that, prior to the procedure, medical staff told her she would be put under suicide watch if she proceeded with the termination, even though there was no documented medical reason for this (*i.e.*, there is no documentation that she expressed any mental distress except in relation to the delayed care).

20. Respondent's Medical Director and staff refused to provide the requested medical care, cancelled appointments twice without justification, and pressured KM not to go through with the termination, causing KM mental anguish.

21. Respondent's policies and procedures did not indicate that pregnancy screening was part of the routine intake screening for incarcerated individuals. Further, Respondent's policies and procedures concerning the custody of incarcerated people known to be pregnant had not been updated since November 1, 2017 and therefore did not address relevant amendments made to the Correction Law.

22. Respondent also lacked any training regarding the provision of reproductive healthcare.

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<sup>†</sup> The Department of Health has determined that "commencement of pregnancy" occurs at implantation of a fertilized egg, or blastocyst. See DOH Dear Provider Letter, dated May 6, 2022 at [https://www.health.ny.gov/press/releases/2022/docs/2022-05-06\\_commissioner\\_letter\\_to\\_abortion\\_providers.pdf](https://www.health.ny.gov/press/releases/2022/docs/2022-05-06_commissioner_letter_to_abortion_providers.pdf).

23. Respondent's actions led to a delay of nearly a month between KM's request and the termination, at which point she was 22 weeks and 1 day pregnant. Had her care been delayed further, she would have been unable to obtain care at any facility within the region and would have had to provide documentation of either a nonviable pregnancy or a risk to her life or health.

24. The Respondent's actions delayed KM's abortion care, caused KM extensive mental anguish and harm, led to increased risks from the procedure, and nearly risked her ability to obtain the procedure at all through unnecessary delay and harassment.

#### **OAG'S LEGAL CONCLUSIONS**

25. OAG finds that Respondent's conduct with respect to KM was in violation of New York Public Health Law §§2599-aa, 2599-bb, which guarantees a right to abortion without state interference, and the rights of incarcerated individuals to necessary and appropriate medical care guaranteed by the New York and Federal Constitutions.

26. OAG further finds that Respondent's policies are out of compliance with 9 NYCRR 7013.3(a)(2), 9 NYCRR 7013.7(b)-(c), and N.Y. Correction Law § 611.

27. Respondent does not contest the OAG's assertion that its actions violated the statutory provisions cited above, yet neither admits nor denies the OAG's Findings in ¶¶ 1-24.

28. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of New York Public Health Law §§2599-aa, 2599-bb and Correction Law § 611(4), based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

## RELIEF

### I. General Injunction

29. Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to New York Public Health Law §§2599-aa, 2599-bb and Correction Law § 611(4), and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding.

### II. Programmatic Relief

30. Respondent shall adopt policies, and provide training, on incarcerated persons' right to abortion access in New York and related issues. Such policies and training shall reflect the following:

- a. Correctional facilities have a constitutional obligation to provide medical care to individuals incarcerated in their custody. *See Estelle v. Gamble*, 429 U.S. 97, 104 (1976). This obligation extends to the provision of abortion care, regardless of whether the facility considers the procedure to be "elective." *See Monmouth Cnty. Corr. Institutional Inmates v. Lanzaro*, 834 F.2d 326, 349 (3d Cir. 1987).
- b. New York's Reproductive Health Act provides that all New Yorkers have the fundamental right to an abortion and that the state shall not interfere with the exercise of that right. *See* N.Y. Pub. Health Law §§ 2599-aa, 2599-bb.
- c. New York guarantees the unqualified right to abortion up to 24 weeks after the commencement of pregnancy. *See* N.Y. Pub. Health Law § 2599-bb. And abortion is permitted after 24 weeks if, in the reasonable judgment of the treating



provider, the fetus is not viable or if “necessary to protect the patient’s life or health.” *Id.*

- d. The cost of abortion procedures is a county charge that must be paid at the time of service, provided that the County may subsequently seek reimbursement from any applicable third-party coverage per the provisions of Correction Law 500-h.
- e. Staff disciplinary process shall be articulated in writing and explain to staff—including any employed by third-party contractors—how progressive discipline steps, including reports to licensing authorities, will be implemented.

31. In order to bring Respondent into compliance with its legal obligations Respondent shall further adopt policies, and provide training, on the following:

- a. Prompt intake screening for pregnancy as a part of the “initial screening and risk assessment” required under 9 NYCRR 7010.1, 9 NYCRR 7013.3(a)(2) and 9 NYCRR 7013.7(b)–(c) for all individuals of reproductive age with capacity to become pregnant. Such screening shall include voluntary pregnancy testing, though incarcerated persons must be given the option to opt-out, and any such opt-out shall be in writing and signed by the incarcerated person and included in the medical record; further pregnancy testing shall be provided upon request.
- b. The right of all individuals known to be or later identified as pregnant to pregnancy counseling services and the right to abortion services, Correction Law § 611(4);
- c. Maintenance of adequate health service and medical records (including documentation of reason for any delay, denial, or cancellation of care), 9 NYCRR 7010.2;

- d. Pregnant person's right to a support person and/or a doula or midwife during delivery and recovery, Correction Law § 611(1)(c);
- e. Policies regarding the use of restraints on pregnant individuals, Correction Law § 611(1);
- f. The payment responsibilities for medical care of a pregnant individual in a local facility (first, the incarcerated individual, their family or facility; then, county, city or town), Correction Law § 611(1)(c);
- g. Rights of incarcerated individuals who have given birth and their newborn babies/nursing infants to be together in the facility, Correction Law § 611(2), (3);  
and
- h. Access to an adequate supply of menstrual hygiene products free of charge, Correction Law § 625.

32. Policy and training also shall address other issues related to best practices in reproductive health care, such as:

- a. Gynecological history screening at intake;
- b. Non-directive counseling regarding contraception and pregnancy planning;
- c. Access to routine reproductive health care, including pre- and post-natal care, contraception, and testing and treatment for sexually transmitted infections;
- d. Trauma-informed and culturally appropriate counseling and treatment; and
- e. Access to prenatal vitamins upon diagnosis of pregnancy.

33. The policies specified in paragraphs 30–32 above shall specify that Respondent shall not take adverse action against any individual, including but not limited to staff, incarcerated persons, or their families or associates, for requesting or availing themselves of the rights

guaranteed under, opposing any practice relating to, or testifying or assisting in any investigation or inquiry in connection with those policies.

34. Respondent will provide draft policies and trainings to OAG by October 1, 2023. OAG shall review such drafts and provide comments to Respondent. Respondent will then finalize the policies and trainings by December 1, 2023.
35. Respondent shall post notification to incarcerated individuals of the policies specified in paragraphs 30–32, above, on posters in jail locations to be approved by the Attorney General, and shall further include notification of the above policies in informational materials provided to incarcerated persons.
36. The training required under paragraphs 30–32 of this Agreement shall be offered (a) every other year to all facility administrators and staff with responsibility for responding to requests for and for provision of medical screening and care to individuals incarcerated in the facility, and (b) within 30 days of the hiring of any staff or administrators newly hired or newly entering into such positions. Attendance at training will be documented and provided to the Attorney General every other year.
37. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of Respondent's policies practices or procedures, and the Respondent shall make no representation to the contrary.
38. In light of the Respondent's full and continuing cooperation with the general injunction and programmatic relief specified above, the State of New York will not pursue a statutory penalty. If noncompliance is demonstrated in the Respondent's performance of duties under this agreement, the State is free to pursue penalties for each and every

default in the performance of any obligation under this paragraph occurring after the effective date of the Assurance.

III. Oversight/Monitoring

39. *Periodic Compliance Reports*: The Respondent shall provide the OAG with a report detailing its compliance with the Programmatic Relief requirements set forth in this Assurance, to be submitted to the OAG by December 1, 2023. Thereafter, a report of compliance shall be submitted to the OAG on an annual basis for the following 5 years. In any case where the circumstances warrant, the OAG may require Respondent to file an interim report of compliance upon thirty (30) days notice. This report shall be in writing and signed by Respondent, and shall set forth in detail the manner and form of compliance with this Assurance, including but not limited to producing:

- a. the policies adopted, including any subsequent modifications or additions;
- b. the number of trainings offered, attendance records bearing employee signatures and dates, and the number and positions of individuals provided such training per annum;
- c. the names, titles, and qualifications of the individuals who presented the trainings;
- d. all materials used in the trainings, including slides or written materials, training curricula, web- or video-based presentations;
- e. the number of incarcerated individuals who were screened for pregnancy and the number of pregnant people in custody;
- f. the number of incarcerated individuals who (a) requested and who (b) were provided abortions, including their gestational age at the time pregnancy was first

disclosed or diagnosed, at the time of the request for an abortion, and the time the procedure was performed.

- g. The number of individuals who gave birth while in the facility, and a description of the measures taken to comply with the provisions set forth above.

40. *Periodic Certification of Compliance:* The Respondent shall provide the OAG with a certification affirming its compliance with the Programmatic Relief requirements set forth in this Assurance, to be submitted to the OAG by December 1, 2023. This certification shall be in writing and be signed by the Respondent. Thereafter, a certification of compliance shall be submitted to the OAG on an annual basis for the following 5 years. In any case where the circumstances warrant, the OAG may require Respondent to file an interim certification of compliance upon thirty (30) days notice.

41. *Compliance Report or Certification on Demand:* At any time through 5 years from the effective date, and upon thirty (30) days written notice from the OAG, Respondent shall provide the OAG with a report detailing/certification affirming its compliance with the requirements set forth in this Assurance, Programmatic Relief.

42. *Default:* Respondent expressly agrees and acknowledges that a default in the performance of any obligation under this Section is a violation of the Assurance, and that the OAG thereafter may commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described, pursuant to Executive Law § 63(15).

## MISCELLANEOUS

### IV. Subsequent Proceedings

43. Respondent expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated in the Jefferson County Supreme Court, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

44. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

### V. Effects of Assurance

45. This Assurance is not intended for use by any third party in any other proceeding.

46. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

47. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

48. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

VI. Communications

49. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 23-044, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondent, to: Sheriff Barnett, or in his absence, to the person holding the title of Jefferson County Sheriff.

If to the OAG, to: Assistant Attorney General Nia Stanford, or in her absence, to the person holding the title of Chief, Law Enforcement Misconduct Investigative Office.

VII. Representations and Warranties

50. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondent and their counsel and the OAG's own factual investigation as set forth in Findings, ¶¶ (1)–(24) above. The Respondent represents and warrants that neither it nor its counsel has made any material

representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

51. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance.
52. The Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondent further represents and warrants that Jefferson County Sheriff's Office, by Sheriff Peter R. Barnett, as the signatory to this Assurance, is charged with custody of the Jefferson County Correctional Facility pursuant to New York laws and regulations.

#### VIII. General Principles

53. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondent's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.
54. Respondent shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement. This provision, however, does not prevent Respondent from taking any disciplinary action for staff it has found to have acted out of compliance with its policies and procedures or in contravention to the statutes and regulations listed in paragraphs 25–26.



55. Respondent agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.
56. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violates the Assurance after its effective date.
57. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
58. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
59. Respondent acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.
60. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
61. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.
62. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals.

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

63. The effective date of this Assurance shall be September 1, 2023.

**LETITIA JAMES**  
Attorney General of the State of New York  
28 Liberty Street  
New York, NY 10005

By: Nia Stanford Digitally signed by Nia Stanford  
Date: 2023.09.06 16:12:07 -0400  
Nia Stanford, Esq.  
Assistant Attorney General  
Law Enforcement Misconduct Investigative Office  
New York State Office of the Attorney General  
350 Main Street, Suite 300A, Buffalo, NY 14202

**JEFFERSON COUNTY SHERIFF**

By: *Peter R. Barnett*  
Peter R. Barnett  
Sheriff  
Jefferson County Sheriff's Office  
175 Arsenal Street  
Watertown, NY 13601

APPROVED AS TO FORM  
*[Signature]*  
COUNTY ATTORNEY  
9/6/23  
DATE

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

On the 6<sup>th</sup> day of September in the year 2023 before me personally came Sheriff Peter R. Barnett to me known, who, being by me duly sworn, did depose and say that he resides in Jefferson County, NY; that he is the duly elected Sherriff of the Jefferson County Sheriff's Office, the Respondent described in and which executed the above instrument.

Sworn to before me this  
6<sup>th</sup> day of September, 2023

*[Signature]*  
NOTARY PUBLIC

DAVID J. PAULSEN  
Notary Public, State of New York  
No. 4967865  
Qualified in Jefferson County  
Commission Expires June 11, 20 26