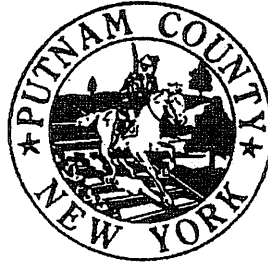


THE PUTNAM COUNTY LEGISLATURE

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

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



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

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner, Legislators Castellano & Crowley)

Tuesday

November 12, 2024

(Following the 6:00p.m. Special Full Meeting and Personnel Meeting)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ September 17, 2024
4. Approval/ Putnam County Leases with Not-for-Profit Organizations/ Director Compliance and Intergovernmental Relations Jennifer Caruso:
 - a. Approval/Lease Agreement/ Cornell Cooperative Extension of Putnam County
 - b. Approval/Lease Agreement/ Putnam Community Action Partnership (CAP)/ WestCOP
 - c. Approval/Lease Agreement/ United For The Troops
5. Approval/ Putnam County Veterans Memorial Park Fee Reduction/ County Executive Kevin Byrne
6. Approval/ Fund Transfer 24T372/ DPW- Properly Allocate and Cover Road Machinery Overtime through End of Year/ Commissioner DPW Thomas Feighery

- 7. Discussion/Approval/ Budgetary Amendment 24A102/ Planning Dept.– NYSERDA Clean Energy Communities Program Award/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa (Item Tabled from November 6, 20224 Full Mtg)**
- 8. Approval/ Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Lease Approval and Monroe Balancing Test for a Wireless Communications Facility – Loc: County owned Property at 161-165 Hill Street, Mahopac/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 9. Approval/ Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Snake Hill Road Over Philipse Brook Culvert Replacement/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 10. Approval/ Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Peekskill Hollow Road Over Wicopee Brook Culvert/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 11. Approval/ Ratification of Application for State Fiscal Year 2024 Grant Funds Available through the NYS Department of Transportation’s (NYSDOT) Public Transportation Modernization and Enhancement Program (MEP)/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 12. Approval/ Budgetary Amendment 24A114/ Allocation of FFY2024 Section 5307/ 5340/ 5339 Danbury, CT-NY Small Urbanized Area Funds between Putnam County, Connecticut and Metropolitan Transportation Authority (MTA)/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 13. Discussion/Approval/ Memorialize Greene County’s Resolution Concerning the Impacts of Efforts to Electrify Highway Department Vehicles By adoption of the Advanced Clean Truck Rule/ Legislator Toni Addonizio**
- 14. Other Business**
- 15. Adjournment**

Prep.
Nov #3

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

Committee Members: Chairman Ellner, Legislators Castellano & Crowley

Tuesday **September 17, 2024**

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

Item #3 – Acceptance/ Physical Services Meeting Minutes/ July 23 and August 20, 2024

Chairman Ellner stated the minutes were accepted as submitted.

Chairman Ellner made a motion to go out of order and address Agenda Item #16 first; Seconded by Legislator Castellano. All in favor.

Item #16 - Approval/ Grant Application/ State and Municipal Facilities Grant Program/ Putnam County Veterans Museum Quonset Hut/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated the County has been notified that the County is eligible to receive \$50,000 from Assemblyman Matt Slater. She stated this funding would be put towards the purchase of a Quonset Hut for the Putnam County Veterans Museum at the Putnam County Veterans Memorial Park.

Legislator Castellano requested a brief description of what a Quonset Hut is.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated it is a military style building that will be used as the County's military museum.

Director of Veterans Affairs Karl Rhode stated where the military museum is currently is being repurposed, so this will replace that. He stated this funding will pay for the Quonset Hut. He stated additional funds will be needed to prepare the inside. He stated the new location of where the Quonset Hut would be is more visible which will be a positive in terms of attracting folks. He stated they have some fantastic artifacts.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated it will be a four (4) seasons structure.

Legislator Jonke questioned Director Rhode if he had a projection of how much it would cost to prepare the inside of the Quonset Hut.

DPW Commissioner Thomas Feighery spoke to what the \$50,000 will cover and he said they will be able to open to the public with the \$50,000.

Legislator Montgomery commented that this matter came up at the Capital Project Meeting. She stated she is in support of housing the artifacts. She stated it will take additional funding and she believes it deserves to be curated and maintained and staffed at some point.

Chairman Ellner made a motion to Approve Grant Application/ State and Municipal Facilities Grant Program/ Putnam County Veterans Museum Quonset Hut; Seconded by Legislator Castellano. All in favor.

Item #4 - Discussion/ Putnam County Agriculture District Inclusion Criteria (Reso #139-2007)

Chairman Ellner requested if any Legislators would like to start the discussion.

Legislator Crowley questioned if the County is about to amend our current resolution to change the soil qualifications when dealing with farm animals and equine as it would relate to the change that the State made in 2011 regarding equine.

Interim Director of Soil & Water Neal Tomann stated in 2021, there were two (2) applications denied, one (1) due to the soil requirement even though it was an equine operation. He stated there have been many decisions made on the 50% soil requirement rule. He stated he pointed this out at the start of this process. He stated there are a lot of decisions that have been made on the 50% rule and he found at least one (1) that did involve an equestrian operation. He stated that he has discussed the need for something to be done with both Commissioner Barosa and Commissioner Feighery. He stated for the record in his research he has not found any case where it was stated, "well they don't have the 50%, but that's ok". He stated he has only seen it brought up as a reason that an application was denied. He stated when the Putnam County Agricultural Board sends their paperwork to the State of New York, they check to see that the application has been passed by the County and they look for the SEQRA Review. He stated that seems to be the criteria that the State is concerned with.

Legislator Crowley questioned if it would be helpful to require the SEQRA at the beginning of the process rather than wait till the end of the process.

Interim Director of Soil & Water Neal Tomann stated yes that would be helpful, and there is actually more action that could be built into the early part of the process that would be helpful. He continued to speak to his opinion on the subject of the SEQRA.

Chairman Ellner facilitated further discussion amongst the Legislators.

Chairman Jonke stated that he has discussed this matter with members from his district's Town Board. He reported that three (3) of the members of the Southeast Town Board support abolishing the Agricultural District all together. He stated then if there is a resident who wants to start a farm in the Town of Southeast, they would approach the Town of Southeast and work with the Planning Board and work within Zoning regulations that are already in place at the Town level. He stated moving forward if it is decided to make changes to the requirements, he would like the notification of property owners within 500 feet, to be added to the requirements. He stated everyone within 500 feet should be made aware of what is taking place in their neighborhood and have a right to have input in it. He expressed his appreciation to Interim Director of Soil & Water Neal Tomann and the members of the Agricultural Board for the work they have been doing.

Chairman Ellner stated as he has reviewed and worked on this looking through the history with Director Tomann, it is clear that the intent of the State has always been to protect the existing farms from unreasonable local laws.

Interim Director of Soil & Water Neal Tomann stated there are several sticking points that need to be addressed related to the soil requirement, the SEQRA requirement, and to be in the Agricultural District you are required to be a commercial operation. He stated every applicant was in a residentially zoned parcel. He stated that is something that needs to be worked out with the local Planning and Zoning Boards. He does not believe it would be wise for the County to begin spot zoning.

Legislator Montgomery stated she believes we should commission an Agricultural Farmland Protection Review. She stated the last one done was in 2004. She recommended everyone read that. She stated there may be grant funding available that could assist in this.

Legislator Castellano stated his opinion is he totally believes in home rule, local Zoning, and local Planning. He stated he was on his Town's Zoning Board for eight (8) years. He stated he does not believe the current system in place is fair to the Towns. He stated he supports Legislator Jonke's statement regarding a requirement to notify the neighbors just as they require in a zoning board application.

Attorney George Calcagnini, representing the owners of Ridge Ranch, located in Patterson, New York, stated what is being discussed is a County resolution, which can be amended at any time. He stated the problem is the Soil Test being a disqualifying event. He stated the solution is to amend the resolution.

Interim Director of Soil & Water Neal Tomann stated the County's resolution is a derivative of State Law. He stated the State Law "requires predominantly prime or agriculturally viable soils". He stated the County cannot just change that.

Owner of Ridge Ranch Dr. Daniel Honovich expressed his disagreement to that interpretation of the New York State Law. He stated the alternative for he and his family of going through all of this is selling his 114-acre property to developers, who have already approached him. He stated if he cannot be a farm that is his alternative, as is the case with the other farms. He stated he and his family have worked very hard to build what they have. He continued to report the different discussions he has had with different agencies.

Chairman Ellner questioned what is the unreasonable restriction of the Town that Ridge Ranch needs to be exempt from.

Attorney George Calcagnini, representing the owners of Ridge Ranch, stated the concept that a Farm is governed by a local Building Inspector. He stated a Farm is not a residence. He stated Farm needs to have greater freedom from the normal residence to operate.

Legislator Jonke stated in the County resolution that follows the State Law it states the, "...the following factors shall be considered..." the sixth bullet states, "Each parcel must contain at least 50% of Prime Farmland and/or Statewide important soils which are in the NYS Agriculture & Markest agricultural land soil groups 1-6". He questioned Dr. Daniel Honovich as to how long his farm has existed.

Owner of Ridge Ranch Dr. Daniel Honovich responded three (3) years.

Legislator Jonke stated with all due respect to his right to farm, his neighbors have their right to the quiet enjoyment of their properties as well. He stated no one is telling Dr. Daniel Honovich that they cannot farm. He stated they can continue to farm but need to work within the boundaries of the Town's Planning and Zoning codes.

Attorney George Calcagnini, representing the owners of Ridge Ranch, stated this is contrary to the policy of the State to encourage farms. He stated if you eliminate all of your farms, people will get hungry sooner or later.

Legislator Jonke stated they are not eliminating farms.

Chairman Ellner stated New York State is the 3rd largest Agricultural State. He stated the intent of the State's requirements are to protect "farmland" not necessarily protect farms. He stated

Ridge Ranch is land in a residential neighborhood, and now trying to convert it to a commercial enterprise in a residential neighborhood.

Owner of Ridge Ranch Dr. Daniel Honovich stated the history of the Ridge Ranch property reflects that it was a pig farm. He stated at this stage he is being told he cannot farm it, while it has been untaxed farmland for its entire existence in this County.

Chairman Ellner facilitated further discussion. He returned to his question regarding what is the Town preventing the Farm Owner from doing.

Owner of Ridge Ranch Dr. Daniel Honovich stated when he first purchased the property he contacted the Town and asked what he needed to do to have a farm, and he was directed, and all was going well. He stated that he got shipping containers, which he said he did mention to the Town, and they said it would be fine. He stated the shipping containers are used for storage. He stated he got a violation over shipping containers which he had talked to the town about. He stated that is the kind of thing. He stated he believes he was getting bullied by his Town.

Attorney George Calcagnini, representing the owners of Ridge Ranch, stated shipping containers are often used on farms as a reliable affordable tool for storage.

Owner of Ridge Ranch Dr. Daniel Honovich stated getting into the Ag District is about giving the small guy a chance to exercise their right to farm.

Attorney George Calcagnini, representing the owners of Ridge Ranch, stated that is one example, but his client does not have the ability to predict the future, what is the next shoe that will drop. He stated where if he was in the Agricultural District he would be protected under State statutes.

Legislator Montgomery stated that she hopes this resolution can be revised in time for next year. She stated that she hopes Dr. Honovich will apply again next year, and he comes to a compromise with the Town. She stated there was another farm that spoke about wanting to get more Roosters, but their Town restricts it. She stated personally she would not like to live with a bunch of roosters in her back yard. She stated there does have to be a compromise. She stated hopefully the Resolution can be revised and Dr. Honovich can work with his Town to find a happy medium before that.

Chairman Ellner requested Dr. Honovich speak to the farming he does on Ridge Ranch.

Owner of Ridge Ranch Dr. Daniel Honovich stated they do livestock. He stated they have different breeds of cows, goats and donkeys. He stated their livestock sale of their Highland breed cows is their main income.

Chairman Ellner stated for clarification that these are breeding stock, they are not raised for beef.

Owner of Ridge Ranch Dr. Daniel Honovich stated he also discussed with the Town Supervisor that they were planning to have tours on the farm, which would he believed would be a positive to the Town as well, in terms of tourism in the County.

Chairman Ellner facilitated further discussion.

Interim Director of Soil & Water Neal Tomann stated when discussing this it is very easy to get into the weeds. He explained that he approaches this based on the requirements set by the State, which he listed. He stated once a property is in the Agricultural District it does limit what the Town and the neighbors can do. He stated there is a very important matter which we have not even begun to talk about, proximity to a wetland. He stated there are environmental concerns, farms are not pollution free. He continued to speak to this matter and his concerns.

Legislator Addonizio questioned how close the closest neighbor is.

Owner of Ridge Ranch Dr. Daniel Honovich stated one house is connected to his family's driveway. He stated after them, it is about 600- 700 feet to the next neighbor. He stated when he first moved in, he hired a company to assist in creating a better habitat for wildlife. He stated he hates when he hears people discrediting for polluting the land. He stated he is a veterinarian, and he loves animals. He stated again his alternative is to sell his property to developers.

Chairman Ellner pointed out the point of the need for proper management of manure for the 50 – 80 animals that are on the property at a time, per Dr. Honovich. He then facilitated further discussion.

Legislator Sayegh stated she is in favor of farming and believes we need more farmland. She stated the task here is to reconcile this resolution.

Legislator Crowley stated by farming and having the animals on the property that will change the soil rating. She questioned how long that would take.

Owner of Ridge Ranch Dr. Daniel Honovich stated he sees signs such a green plush grass growing where he pastured his cows last year. He spoke to part of the obstacle with the soil tests, is that the maps that are used are not up to date.

Interim Director of Soil & Water Neal Tomann stated he has told the applicants there are other agencies where you can go to get a soil test. He stated as an example the NRCS (National

Resources Conservation Service) which is a federal program. He stated that he also suggested that people consider lot line adjustments. He stated it is his opinion that the best tool for an applicant is to do a site plan to demonstrate and show what their plan is for the property.

Chairman Ellner facilitated additional discussion. He thanked Dr. Honovich for his input.

Legislator Montgomery questioned what will be done from here. She stated the next time it is on the agenda she would like someone from the New York State Department of Agriculture and Markets to be invited.

Interim Director of Soil & Water Neal Tomann stated the Putnam County Agricultural Board will be meeting and addressing this matter. He explained they took the month of August off but will reconvene in September. He stated that these are not new conversations. He stated these items discussed have been being discussed for a very long time.

Item #5 - Approval/ Budgetary Amendment 24A080/ Guardrail Damage Compensation/ Insurance Recoveries/ Two (2) Separate Accidents which Resulted in Guardrail Damage on County Roads/ Risk Manager Mat Bruno

Chairman Ellner recognized the successful efforts of Risk Manager Bruno with these insurance recoveries.

Chairman Ellner made a motion to Approve Budgetary Amendment 24A080/ Guardrail Damage Compensation/ Insurance Recoveries; Seconded by Legislator Crowley. All in favor.

Item #6 - Approval/ Budgetary Amendment 24A085/ Soil and Water Conservation District Trust Funds to Purchase a Piece of Equipment to Assist Town of Putnam Valley Repair Lake Peekskill Culvert System/ Putnam County Soil and Water Conservation District Manager Neal Tomann

Chairman Ellner stated there is zero fiscal impact to the 2024 and 2025 budgets.

Chairman Ellner made a motion to Approve Budgetary Amendment 24A085/ Soil and Water Conservation District Trust Funds to Purchase a Piece of Equipment to Assist Town of Putnam Valley Repair Lake Peekskill Culvert System; Seconded by Legislator Crowley. All in favor.

Item #7 - Approval/ Budgetary Amendment 24A087/ Amend Parks and Recreation Water Sewer Charges to Allow Department of Public Works (DPW) to Proceed with Upgrades and Cover Additional General Costs for Remainder of the Year/ Deputy Commissioner Department of Public Works Joseph Bellucci

DPW Deputy Commissioner Bellucci stated this request is for funding to address the standard upgrades to the water treatment plant at the Putnam County Golf Course.

Chairman Ellner made a motion to Approve Budgetary Amendment 24A087/ Amend Parks and Recreation Water Sewer Charges to Allow Department of Public Works (DPW) to Proceed with Upgrades and Cover Additional General Costs for Remainder of the Year; Seconded by Legislator Castellano. All in favor.

Item #8 – Approval/ Fund Transfer 24T280/ Putnam County Soil and Water District Funds from NYS Department of Agriculture and Markets/ To Be used for Community Conservation Projects/ Putnam County Soil and Water Conversation District Manager Neal Tomann

Putnam County Soil and Water Conversation District Manager Neal Tomann stated this funding will be put towards the purchase of the equipment and work referenced in agenda item #6 (see above).

Chairman Ellner made a motion to Approve Fund Transfer 24T280/ Putnam County Soil and Water District Funds from NYS Department of Agriculture and Markets/ To Be used for Community Conservation Projects; Seconded by Legislator Crowley. All in favor.

Item #9 - Approval/ Amend 19CP06/ DPW/ Use of Capital Facility Reserve -Architectural /Engineering Services/ Commissioner Department of Public Works Thomas Feighery

DPW Commissioner Thomas Feighery stated the following agenda requests are related to CPs (Capital Project) and the requests are to put additional funding, as specified in each request, to the different projects. He stated these projects are ones that come up quickly and the work can be done in house.

Legislator Jonke questioned who is the Architect that is used for these projects.

DPW Commissioner Thomas Feighery stated there are approximately 20 Architectural firms that they work with. He stated the firms are qualified for different projects. He offered the example of the front of the Courthouse, there are probably three (3) qualified firms that would be canvassed.

Chairman Ellner made a motion to Approve Amend 19CP06/ DPW/ Use of Capital Facility Reserve -Architectural /Engineering Services; Seconded by Legislator Castellano. All in favor.

Item #10 - Approval/ Amend 19CP09/ DPW/ Use of Capital Facility Reserve – Roof Repair and Replacement Program/ Commissioner Department of Public Works Thomas Feighery

Chairman Ellner questioned would any of the requested additional funding be used on Schweiger Hall Building Roof at Camp Herrlich.

DPW Commissioner Thomas Feighery stated no. He stated this request is for funding that will be specifically used on repairs of County Buildings.

Chairman Ellner made a motion to Approve Amend 19CP09/ DPW/ Use of Capital Facility Reserve – Roof Repair and Replacement Program; Seconded by Legislator Crowley. All in favor.

Item #11 - Approval/ Amend 20CP01/ DPW/ Use of Capital Facility Reserve – Access Control Throughout County Facilities/ Commissioner Department of Public Works Thomas Feighery

DPW Commissioner Thomas Feighery stated the vast majority of the County Buildings have swipe access. He stated the requested funding will be used for the maintenance and even put towards video imaging.

Chairman Ellner made a motion to Approve Amend 20CP01/ DPW/ Use of Capital Facility Reserve – Access Control Throughout County Facilities; Seconded by Legislator Castellano. All in favor.

Item #12 - Approval/ Amend 20CP04/ DPW/ Use of Capital Facility Reserve – Sidewalk and Stair Safety Repair Throughout County Facilities/ Commissioner Department of Public Works Thomas Feighery

Chairman Ellner made a motion to Approve Amend 20CP04/ DPW/ Use of Capital Facility Reserve – Sidewalk and Stair Safety Repair Throughout County Facilities/ Commissioner Department of Public Works Thomas Feighery; Seconded by Legislator Crowley. All in favor.

Item #13 - Approval/ Amend 22CP01/ DPW/ Use of Capital Facility Reserve – Flooring Repair & Replacement Program in County Facilities/ Commissioner Department of Public Works Thomas Feighery

DPW Commissioner Thomas Feighery stated of course the first concern with flooring in the County facilities is safety and then to also keep the facilities maintained.

Legislator Sayegh questioned if there is a time frame related to these projects.

DPW Commissioner Thomas Feighery stated no. He explained the work is done as it is needed.

Legislator Montgomery complimented Commissioner Feighery on the work that is being done throughout the County facilities.

Chairman Ellner made a motion to Approve Amend 22CP01/ DPW/ Use of Capital Facility Reserve – Flooring Repair & Replacement Program in County Facilities; Seconded by Legislator Crowley. All in favor.

Item #14 - Approval/ Amend 23CP13/ DPW/ Use of Capital Facility Reserve – Doors, Frames & Hardware Repair and Replacement Program in County Facilities/ Commissioner Department of Public Works Thomas Feighery

DPW Commissioner Thomas Feighery stated this work is related to the old doors and frames that need replacement throughout the County facilities. He stated the costs vary depending on where the work needs to be done. He stated in some scenarios the doors being addressed have been there for 100 plus years.

Chairman Ellner made a motion to Approve Amend 23CP13/ DPW/ Use of Capital Facility Reserve – Doors, Frames & Hardware Repair and Replacement Program in County Facilities; Seconded by Legislator Castellano. All in favor.

DPW Commissioner Thomas Feighery extended an invitation to the Legislators to attend the Safety Day Event that was scheduled to be held the next day (Sept. 18, 2024) at the Veterans Memorial Park at 11:30a.m. He stated it is a shared services event. He provided a brief overview of what the schedule of the day is.

Item #15 - Approval/ Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Lease Approval and Monroe Balancing Test for an Emergency Wireless Telecommunications Facility/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa

Chairman Ellner stated it had been communicated to him that the Town of Philipstown has been contacted and are in favor of this project.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated the County would be leasing this property by the Salt Shed in Philipstown, on Fishkill Road. She stated this will be site of a E911 Radio Tower and where it will be constructed. She stated the proposed resolution before the committee would declare the Legislature to Act As Lead Agency in order to start an environmental review. She stated notice will be given to the Towns, the Village and any other involved agencies.

Legislator Montgomery expressed her appreciation to all who worked on this very challenging process.

Chairman Ellner made a motion to Approve the Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Lease Approval and Monroe Balancing Test for an Emergency Wireless Telecommunications Facility; Seconded by Legislator Crowley. All in favor.

Item #17 - Other Business – None

Item #18 - Adjournment

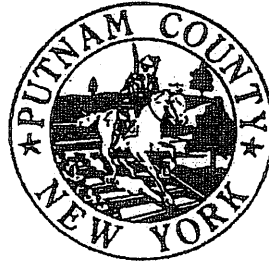
There being no further business at 6:48 P.M. Chairman Ellner made a motion to adjourn; Seconded by Legislator Crowley. All in favor.

Respectfully submitted by Deputy Clerk Diane Trubulsky.

THE PUTNAM COUNTY LEGISLATURE

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

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Erin L. Crowley Dist. 9

AGENDA
PHYSICAL SERVICES COMMITTEE
TO BE HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
(Chairman Ellner, Legislators Castellano & Crowley)

Tuesday **6:30p.m.** **September 17, 2024**

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ July 23 and August 20, 2024
4. Discussion/ Putnam County Agriculture District Inclusion Criteria (Reso #139-2007)
5. Approval/ Budgetary Amendment 24A080/ Guardrail Damage Compensation/ Insurance Recoveries/ Two (2) Separate Accidents which Resulted in Guardrail Damage on County Roads/ Risk Manager Mat Bruno
6. Approval/ Budgetary Amendment 24A085/ Soil and Water Conservation District Trust Funds to Purchase a Piece of Equipment to Assist Town of Putnam Valley Repair Lake Peekskill Culvert System/ Putnam County Soil and Water Conversation District Manager Neal Tomann
7. Approval/ Budgetary Amendment 24A087/ Amend Parks and Recreation Water Sewer Charges to Allow Department of Public Works (DPW) to Proceed with Upgrades and Cover Additional General Costs for Remainder of the Year/ Deputy Commissioner Department of Public Works Joseph Bellucci

- 8. Approval/ Fund Transfer 24T280/ Putnam County Soil and Water District Funds from NYS Department of Agriculture and Markets/ To Be used for Community Conservation Projects/ Putnam County Soil and Water Conversation District Manager Neal Tomann**
- 9. Approval/ Amend 19CP06/ DPW/ Use of Capital Facility Reserve -Architectural /Engineering Services/ Commissioner Department of Public Works Thomas Feighery**
- 10. Approval/ Amend 19CP09/ DPW/ Use of Capital Facility Reserve – Roof Repair and Replacement Program/ Commissioner Department of Public Works Thomas Feighery**
- 11. Approval/ Amend 20CP01/ DPW/ Use of Capital Facility Reserve – Access Control Throughout County Facilities/ Commissioner Department of Public Works Thomas Feighery**
- 12. Approval/ Amend 20CP04/ DPW/ Use of Capital Facility Reserve – Sidewalk and Stair Safety Repair Throughout County Facilities/ Commissioner Department of Public Works Thomas Feighery**
- 13. Approval/ Amend 22CP01/ DPW/ Use of Capital Facility Reserve – Flooring Repair & Replacement Program in County Facilities/ Commissioner Department of Public Works Thomas Feighery**
- 14. Approval/ Amend 23CP13/ DPW/ Use of Capital Facility Reserve – Doors, Frames & Hardware Repair and Replacement Program in County Facilities/ Commissioner Department of Public Works Thomas Feighery**
- 15. Approval/ Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Lease Approval and Monroe Balancing Test for an Emergency Wireless Telecommunications Facility/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 16. Approval/ Grant Application/ State and Municipal Facilities Grant Program/ Putnam County Veterans Museum Quonset Hut/ Commissioner Department of Planning, Development & Public Transportation Barbara Barosa**
- 17. Other Business**
- 18. Adjournment**



cc All
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Approval
#4
a. b. c.

MEMORANDUM

TO: Diane Schonfeld, Clerk
Putnam County Legislature

FROM: Jennifer Caruso *JLC*
Director of Compliance and Intergovernmental Relations

DATE: October 18, 2024

RE: Leases with Not-for-Profit Organizations

As the County Executive had stated via email, we are in receipt of Chairman Jonke's October 10, 2024 memorandum on the above.

Please find enclosed an amended version of the draft resolution that was submitted for the Legislature's use.

As this office also stated via email, the lease drafts were inadvertently left out of our hardcopy submission. Please find drafts attached for the Legislature's review and consideration.

Should you have any further questions, please do not hesitate to reach out to our office.

2024 OCT 18 PM 4:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Reso
Nov Phy

4a.

RESOLUTION

APPROVAL/ LEASE AGREEMENT/CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509, including the building located thereon, (hereinafter "1 Geneva Road"); and

WHEREAS, a portion of the space that is not used by the Health Department and the DMV at 1 Geneva Road is not required for the County's use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 1 Geneva Road at this time, and

WHEREAS, Cornell Cooperative Extension of Putnam County ("Cornell Cooperative") is an institution that, as part of its mission, provides a variety of educational programs and services for the residents of the County; and

WHEREAS, previous Administrations have allowed Cornell Cooperative to occupy the space at 1 Geneva Road pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Cornell Cooperative by entering into a lease agreement for the space at 1 Geneva Road; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Cornell Cooperative for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Cornell Cooperative, such lease being attached hereto as Schedule "A"; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that the space at 1 Geneva Road described herein is not required for the County's use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and Cornell Cooperative, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Cornell Cooperative in the manner approved herein.

DRAFT

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY, AS LESSEE

DRAFT

THIS LEASE made this _____ day of _____, 2024 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY**, with business offices at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509.

ARTICLE II: TERM:

The term of this Lease shall be for a period commencing of the 1st day of November, 2024 and ending on the 31st day of October, 2025.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent in installments of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance", at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE V: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) LESSEE's conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors, in or about the demised premises during the term of the Lease; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses

and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VIII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE IX: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE X: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIV: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XV: TERMINATION UPON SALE

In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.

LESSEE, upon thirty (30) days written notice to LESSOR, may terminate this Lease when LESSEE deems it to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally, but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
Cornell Cooperative Extension of
Putnam County

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

DRAFT

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2024 before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2024, before me personally came STEPHANIE HUBERT to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of the Cornell Cooperative Extension of Putnam County, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed his or her name thereto by like authority.

Notary Public

Reso
Nov. Phy
#46.

RESOLUTION

APPROVAL/ LEASE AGREEMENT/PUTNAM COMMUNITY ACTION
PARTNERSHIP/WESTCOP

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at 121 Main Street, Brewster, New York 10509, including the building located thereon, (hereinafter "121 Main Street"); and

WHEREAS, a portion of the space that is not used for records storage by the County at 121 Main Street is not required for the County's use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 121 Main Street at this time, and

WHEREAS, Putnam Community Action Partnership/WestCOP ("Putnam CAP") is a not-for-profit organization that benefits residents of the County by mobilizing and efficiently managing resources through partnerships and collaborations, to help low-income and at-risk populations achieve greater self-sufficiency through various programs; and

WHEREAS, previous Administrations have allowed Putnam CAP to occupy 121 Main Street pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Putnam CAP by entering into a lease agreement for the space at 121 Main Street; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Putnam CAP for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Putnam CAP, such lease being attached hereto as Schedule "A"; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 121 Main Street described herein is not required for the County's use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and Putnam CAP, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Putnam CAP in the manner approved herein.

DRAFT

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP, AS LESSEE

DRAFT

THIS LEASE made this ____ day of _____, 2024 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP**, with business offices at 121 Main Street, Brewster, New York 10509 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at 121 Main Street, Brewster, New York 10509 that is shared with the County Records Department. The premises also includes a room on the ground level, that is part of the garage and is utilized for storage purposes only.

ARTICLE II: TERM:

The term of this Lease shall be for a period commencing of the 1st day of November, 2024 and ending on the 31st day of October, 2025.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent in installments of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance", at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE V: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or

proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VIII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE IX: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alterations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE X: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction

relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein

provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIV: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XV: TERMINATION UPON SALE

In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.

LESSEE, upon thirty (30) days written notice to LESSOR, may terminate this Lease when LESSEE deems it to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
Putnam Community Action
Partnership/WestCOP

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

DRAFT

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2024 before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2024, before me personally came MARISA O'LEARY to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of Putnam Community Action Partnership/WestCOP, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Notary Public

Reso
Nov. Phup

#4c.

RESOLUTION

APPROVAL/ LEASE AGREEMENT/UNITED FOR THE TROOPS

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at 34 Gleneida Avenue, Carmel, New York 10512, including the building located thereon, (hereinafter "34 Gleneida"); and

WHEREAS, 34 Gleneida Avenue is not required for the County's use at this time, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for 34 Gleneida at this time, and

WHEREAS, United for the Troops is a not-for-profit organization that benefits residents of the County and others through its support of those serving in the armed forces; and

WHEREAS, a previous Administration has allowed United for the Troops to occupy 34 Gleneida Avenue pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with United for the Troops by entering into a lease agreement for the space at 34 Gleneida Avenue; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with United for the Troops for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and United for the Troops, such lease being attached hereto as Schedule "A"; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 34 Gleneida Avenue is not required for the County's use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and United for the Troops, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and United for the Troops in the manner approved herein.

LEASE AGREEMENT

BETWEEN

THE COUNTY OF PUTNAM, AS LESSOR

AND

UNITED FOR THE TROOPS, AS LESSEE

DRAFT

THIS LEASE, made this _____ day of _____, 2024 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **UNITED FOR THE TROOPS**, with business offices at 34 Gleneida Avenue, Carmel, New York 10512 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately 534 square feet of space on the first (1st) floor of the building located at 34 Gleneida Avenue, Carmel, New York 10512.

ARTICLE II: TERM:

The term of this Lease shall be for a period commencing of the 1st day of November, 2024 and ending on the 31st day of October, 2025.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent in installments of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance", at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE V: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or

proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VIII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE IX: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alterations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE X: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction

relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein

provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIV: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XV: TERMINATION UPON SALE

In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.

LESSEE, upon thirty (30) days written notice to LESSOR, may terminate this Lease when LESSEE deems it to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
United for the Troops

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

DRAFT

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2024 before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2024, before me personally came JAMES RATHSCMIDT to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is the Director or other officer or director or attorney in fact duly appointed of United for the Troops, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public



cc: all
Phys 11.12.24
Reso


Approved
#5

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Paul E. Jonke
Chairman, Putnam County Legislature

CC: The Putnam County Legislature
Chris Ruthven, Deputy Commissioner of Parks
Karl Rohde, Veterans Service Agency Director
Members of the Veterans Park Advisory Board

FROM: Kevin M. Byrne
County Executive 

DATE: October 9, 2024

RE: Putnam County Veterans Memorial Park Fee Reduction

2024 OCT -9 PM 4:42
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

As a follow-up to the proposal discussed during my budget presentation, please see the attached resolution drafted by the Law Department granting a 50% reduction for all Putnam County employees and first responders purchasing annual park permits for the Veterans Memorial Park. This discount is already provided to Putnam County senior citizens.

We believe this proposal can serve to further highlight and promote the park, while recognizing the great efforts of our county employees and first responders.

Last month, I wrote a memo to the Veterans Park Advisory Board asking they review this request and provide a recommendation during its first meeting since being reorganized earlier in the year. The board informed my office several days later that it fully supports the proposal.

Thank you for your consideration to this proposed resolution. I am happy to discuss any questions the Legislature may have.

RESOLUTION

**APPROVAL/REVISED FEE SCHEDULE/PUTNAM COUNTY VETERANS MEMOIRAL
PARK/PUBLIC WORKS**

WHEREAS, by resolution #143 of 2017, the Putnam County Legislature approved a fee schedule for usage of the Putnam County Veterans Memorial Park; and

WHEREAS, the park fees have remained unchanged since 2017; and

WHEREAS, the County recognizes the contributions made by Putnam County employees and first responders and feels such contributions warrant a change in the fee schedule to reflect same; and

WHEREAS, the new proposed fee schedule has been reviewed and approved by the Deputy Commissioner of Parks and the Putnam County Veterans Memorial Park Advisory Board; now therefore be it

RESOLVED, the fees for usage of the Putnam Veterans Memorial Park, Community Gardens at Tilly Foster Farm, and other miscellaneous items are hereby revised in accordance with the attached document titled "Putnam County Park Fees."

RESOLVED, that this schedule will take effect immediately.

Putnam County Park Fees

Park Permits	
Season Permit	\$40.00
2nd Season Permit	\$20.00
Senior Permit	\$20.00
Second Senior Permit	\$15.00
Putnam County Employee or First Responder Permit	\$20.00
Second Putnam County Employee or First Responder Permit	\$15.00
Day Pass	\$8.00
Non-Resident Permit	\$85.00
Group Use Permit	\$100.00
½ Day Group Use Permit	\$50.00
Day Campers	\$5.00
Pavilion Rental	\$100.00
Wedding Rental	\$1000.00
Vendor Permit	\$50.00

Camping	
Camping (w/ electric hook-up)	\$20.00
Camping (no electric hook-up)	\$10.00
Camping (tents)	\$5.00

Community Garden (Tilly Foster Farm)	
Garden Plot	\$40.00
2 nd Plot	\$35.00
Partial Plot	\$20.00
2 nd Partial Plot	\$15.00
Small Partial Plot	\$10.00

Miscellaneous	
Bench Donation	\$180.00

**COUNTY OF PUTNAM
FUND TRANSFER REQUEST**

*CC: all
Phy 511-1224
A+A
RCSO
#6*

TO: Commissioner of Finance
FROM: THOMAS FEIGHERY, COMMISSIONER OF DPW
DEPT: DPW
DATE: October 24, 2024

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10513000 51000-10104	10513000 51093	\$4,900.00	TO PROPERLY ALLOCATE AND COVER ROAD MACHINERY OVERTIME THRU END OF YEAR
PERSONNEL	OVERTIME		

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2024 Fiscal Impact \$_0_
2025 Fiscal Impact \$_0_

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2024 OCT 25 AM 10:52

Department Head Signature/Designee Date

AUTHORIZATION:

Date Commissioner of Finance/Designee: Initiation and \$0-\$5,000.00

Date County Executive/Designee: \$5,000.01 - \$10,000.00

Date Chairperson Audit/Designee: \$0-\$10,000.00

Date Audit & Administration Committee: \$10,000.01 - \$25,000.00

24T372

Tabled from Full Mtg 11/6/24

cc: all A+A

Discussed APPROVE #7

MICHAEL LEWIS
Commissioner Of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 15, 2024

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

Dear Ms. Schonfeld

Pursuant to Resolution 196 dated September 3, 2024, I am advising you of the following request to amend the 2024 Capital Projects budget:

2024 OCT 22 AM 10:30
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Increase Revenues:

55997000	52009	Cap Projects Other Transp – NYSERDA Clean Energy Gr	
	439890	ST Aid – Other H & C	<u>\$125,000</u>

Increase Expenses:

55997000	52009	Cap Projects Other Transp – NYSERDA Clean Energy Gr	
	53000	Capital Expenditures	<u>\$125,000</u>

2024 Fiscal Impact - 0
2025 Fiscal Impact - 0

Putnam County has been awarded \$125,000 in Clean Energy Communities funding from the NYS Energy Research & Development Authority (NYSERDA). The initial proposal to use these funds toward energy efficient window upgrades at the Donald B. Smith campus was rejected by NYSERDA; however, the funds were approved to install solar panels on the roof of the transit facility. This resolution is required to fund the lines.

AUTHORIZATION:

Date _____ Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00

Date _____ County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00

Date _____ Chairperson Audit/Designee: \$0 - \$10,000.00

24A102

Date _____ Audit & Administration Committee: \$10,000.01 - \$25,000.00

PUTNAM COUNTY LEGISLATURE

Resolution #196

Introduced by Legislator: Greg Ellner on behalf of the Physical Services Committee at a Regular Meeting held on September 3, 2024.

page 1

APPROVAL/RATIFICATION OF APPLICATION FOR GRANT FUNDS AVAILABLE THROUGH THE NYSERDA CLEAN ENERGY COMMUNITIES PROGRAM AND NY SWIMS INITIATIVE

WHEREAS, NYSERDA has allocated Putnam County \$125,000, \$10,000 and \$5,000 respectively in Clean Energy Communities funding to invest in future-focused clean energy solutions; and

WHEREAS, the County has identified opportunities to utilize the funding toward energy efficient window upgrades at the Donald B. Smith Campus and the purchase of electric landscaping equipment; and

WHEREAS, as part of the NYS SWIMS initiative, Putnam County is eligible for \$30,000 of funding as part of an initiative to support municipal swimming facilities in underserved communities; and

WHEREAS, the County is desirous to utilize the funds to enhance the lifeguard training program for both the County and its municipal partners; and

WHEREAS, both funding opportunities require applications to apply the funding to eligible projects, and the deadline for application submissions for the SWIMS grant application is due Friday, August 9, 2024, and the NYSERDA grant funding is awarded on a rolling basis until the funding is fully allocated; and

WHEREAS, both grant funding opportunities are one hundred (100%) percent State funding; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature approve all grant applications prior to their submission and that in the event time is of the essence requiring submission before Legislature approval is obtained for such application submission, consideration of the application shall occur at the next Full Legislature Meeting; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County's application for NYSERDA and SWIMS grant funding that have been submitted; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County's applications to NYSERDA and SWIMS in connection with the costs associated with window replacements, electric landscaping equipment and the lifeguard training program, is hereby accepted, approved and ratified by the County Legislature.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

State of New York

ss:

County of Putnam

9/10/24
COUNTY EXECUTIVE DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on September 3, 2024.

Dated: September 5, 2024

Signed:

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER! DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Dear Barbara Barosa,

Please see the attached Agreement. If acceptable, please have the appropriate signatory sign by applying an Adobe digital signature and return the document to me by email within 10 business days. Please be sure to include a title where indicated and please be sure to sign with Adobe. If you are unable to sign with Adobe, NYSERDA will accept a wet-signed and scanned document. If you are unable to return the document within 10 business days, please reply and provide your schedule for returning the signed document. Upon receipt the Agreement will be signed by NYSERDA and a fully-executed copy will be returned to you. *Please note: the executed copy will come from an auto-generated email with the address 'contractadmin@nyserda.ny.gov.'*

On March 17, 2022, Governor Kathy Hochul issued Executive Order No. 16 which provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#). The Office of General Services has established guidelines for compliance with Executive Order No.16 by Affected State Entities, which includes NYSERDA.

To comply with Executive Order No. 16, NYSERDA must obtain a Certification Form (attached) from each vendor, attesting to any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with the principal place of business in Russia in the form of contracting, sales, purchasing investment, or any business partnership. A completed Certification Form will be required from each vendor as part of the contracting process for as long as Executive Order No. 16 is in effect.

Before beginning work, we must receive certificates of insurance evidencing coverage as required by the agreement. Please e-mail insurance certificates in .PDF format to insurance@nyserda.ny.gov.

If you have any questions please feel free to contact me.

Thank you,

Lori Armstrong
Contract Manager

NYSERDA
Contract Management
17 Columbia Circle | Albany, NY 12203-6399
P: 518-862-1090 x3142 | F: 518-862-1091 | E: lori.armstrong@nyserda.ny.gov

nyserda.ny.gov

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Get the latest NYSERDA notifications sent right to your phone.
Text **ENERGY** to **43494** to sign up.

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: XXXXXX
2. Contractor: Putnam County
3. Project Director: Barbara Barosa
4. Effective Date: October 3, 2024
5. Total Amount of Award: \$125,000.00
6. Project Period: October 3, 2024 – June 30, 2027
7. Expiration Date: December 31st, 2027
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

Putnam County

Signature: _____

Name: _____

Title: _____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature: _____

NYSERDA Authorized Signatory

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Putman County (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Solar

Contractor will provide for the installation of the solar photovoltaic array(s) listed below. The exact size and most suitable location will be determined during the project planning phase. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Installation of a 54.45 kW solar array at 841 Fair Street, Carmel, NY 10512.

The estimated savings of this component is 32.81 metric tons of carbon dioxide equivalent (MTCO_{2e}).

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to

confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Solar

Requirements for this component:

- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.
- Land leases and power purchase agreements where the solar array(s) is owned by a third party are not eligible.
- NYSERDA payment shall not exceed \$6.00 per watt for rooftop and ground mounted systems, and \$10.00 per watt for carport projects.
- Project shall have a Total Solar Resource Fraction (TSRF) of no less than 70 as per the approved Shading Report submitted with the NY-Sun Application.
- Projects must participate in the NY Sun Program, if available.
- Equipment must be in continuous use for a period of at least four (4) years.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce)-constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Solar

Deliverables for this component:

- NY-Sun Application Number (application must be in the "Submitted" status), or comparable information constructed.
- PV System Proposal from a participating NY SUN Contractor.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Solar

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of the Solar Array(s) as built.
- Additional incentive program applications or comparable information, if applicable.

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any

milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	7/31/2025	Planning Phase – Solar	\$31,250.00
Project Completion Phase			
2	6/30/2027	Completion Phase – Solar	\$93,750.00
		Total Project Budget	\$125,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and the Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Work.

Article IV

Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments.

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the

provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement. shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that

the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

- (a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.
- (b) All Proprietary Information shall be the property of Contractor.
- (c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.
- (d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in

the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided, and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors,

Consultants, and Vendors with respect to the performance of this Agreement,¹ including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA;

anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

¹ <http://www.nyserda.ny.gov/About/Board-Governance.aspx>

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by

NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance

with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03. Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege

applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. . It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

- (a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either: (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203 Facsimile

Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

PUTNAM COUNTY

Name: Barbara Barosa

Title: Commissioner of Planning

Address: 40 Gleneida Avenue, 3rd Floor, Carmel, NY 10512

Phone: (845) 878-3480

E-Mail Address: barbara.barosa@putnamcountyny.gov

of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

- (a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.
- (b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.
- (c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees

EXHIBIT C

REVISED 12/19

STANDARD TERMS AND CONDITIONS

FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or

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

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf. \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law (“FOIL,” Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that “are trade secrets or are submitted to an agency by a commercial

enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor.

Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. . (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

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

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

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

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

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200 Fax:
518-292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestmentact-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. 504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at:

(<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.)

this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.
- (b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

Agreement.

- (d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

- (f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

- (g)(1) "Receipt of an Invoice" means:

- (i) if the Payment is one for which an invoice is required, the later of:

- (a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be dated. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

- (e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking. 504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA

pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

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1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: Putnam County
(legal entity)

By:
(signature)

Name: Kevin M. Byrne

Title: County Executive

Date: 10/22/24

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 240085
2. Contractor: Putnam County
3. Project Director: Barbara Barosa
4. Effective Date: October 8, 2024
5. Total Amount of Award: \$125,000.00
6. Project Period: October 8, 2024 - June 30, 2027
7. Expiration Date: December 31, 2027
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA

Putnam County

NEW YORK ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature:  _____

Signature: _____

Name: Kevin Byrne

NYSERDA Authorized Signatory

Title: County Executive

Nov. 12, 2024
Phys Reso #8

APPROVAL/PUTNAM COUNTY LEGISLATURE'S INTENT TO ACT AS LEAD AGENCY UNDER SEQRA RE: LEASE APPROVAL AND MONROE BALANCING TEST FOR A WIRELESS COMMUNICATIONS FACILITY

WHEREAS, the County of Putnam (the "County") is the owner of the property located at 161-165 Hill Street, Mahopac, New York ("Property"); and

WHEREAS, the County desires to use a portion of the Property for the installation of a wireless communications support structure; and

WHEREAS, Homeland Towers, LLC ("Homeland") desires to use a portion of the Property to install the support structure and compound area necessary to accommodate the wireless coverage needs of various County Emergency Service Departments, in addition to the providing capacity for the collocation of private public utility wireless communication facilities in order to close significant gaps in reliable wireless service that exist in the vicinity of the Property within the County; and

WHEREAS, the County and Homeland desire to enter into a public private partnership by entering into a lease agreement ("Agreement"), for the purpose of constructing a 160-foot tower designed to resemble a tree (the "Facility"), with County emergency service antennas located thereon and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2,730 (apx.) square foot lease parcel; and

WHEREAS, the County Legislature intends to also review the proposal to determine whether the Facility should be exempt from local zoning requirements; and

WHEREAS, the approval of the Agreement and the determination whether the Facility should be exempt from local zoning requirements shall be deemed the "Project"; and

WHEREAS, the proposed action hereunder is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, other involved agencies (the "Involved Agencies") have been identified in connection with the proposed action; and

WHEREAS, a full Environmental Assessment form (EAF) has been prepared for the Project; and

WHEREAS, the Putnam County Legislature (the "Legislature"), after a review of Part 617, finds that the proposed action is an "Unlisted" action, as defined in 6 NYCRR Part 617.2; and

WHEREAS, pursuant to the requirements of 6 NYCRR Part 617.6(b)(3) a coordinated review of this action will be conducted; now therefore be it

RESOLVED, that the Legislature hereby declares its Intent to serve as the Lead Agency under the procedures and requirements of SEQRA, and will circulate a Lead Agency Notice along with the EAF and associated documentation to all Involved Agencies and will follow protocol in accordance with and as required by all relevant rules and regulations.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Homeland Towers - Hill Street/Airport Road (NY187)		
Project Location (describe, and attach a general location map): 161 Hill Street, Mahopac, NY		
Brief Description of Proposed Action (include purpose or need): The proposed action is a public safety communications tower and personal wireless telecommunications facility within a leased area, consisting of a 160' monopole with antennas, together with related equipment within a 2,520 sf fenced gravel compound area, and access via an existing road.		
Name of Applicant/Sponsor: Homeland Towers, LLC	Telephone: (203)297-6345	E-Mail:
Address: 9 Harmony Street, 2nd Floor		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Christine Vergati	Telephone: 203)297-6345	E-Mail: cv@homelandtowers.us
Address: same as above		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): County of Putnam	Telephone: (845)808-1880	E-Mail: Katherine.Hanrahand@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: NY	Zip Code: 10512

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	New York City DEP release of restrictions	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lease approval, Parkland alienation home rule request; and Monroe balancing test	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Parkland alienation legislation	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): NYC Watershed Boundary _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R - Residential

b. Is the use permitted or allowed by a special or conditional use permit? N/A Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? Zoning exemption requested

C.4. Existing community services.

a. In what school district is the project site located? Mahopac

b. What police or other public protection forces serve the project site?
Carmel Police Department, Putnam County Sheriffs Department

c. Which fire protection and emergency medical services serve the project site?
Mahopac Falls Fire Department

d. What parks serve the project site?
Donald J. Trump State Park (southwest), Clarence Fahnestock State Park (northwest),

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Proposed action is a public safety communications tower and personal wireless service facility.

b. a. Total acreage of the site of the proposed action? 103.36 acres
b. Total acreage to be physically disturbed? 0.06 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.06 acres Area to be leased

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 1-2 months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes, ***Monopole 160' in height**

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 160' height; NA width; and NA length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes: _____ unmanned wireless facility

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes: _____ unmanned wireless facility

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

 Site will contain an emergency backup generator for use during temporary power outages, subject to final carrier specifications.

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
800 Amps: Energy uses associated with the operation of the facility includes electricity.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
NYSEG (grid/local utility)

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 8 AM - 5 PM _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ Facility is unmanned and will _____
- Saturday: _____ operate 24/7 after the completion _____
- Sunday: _____ of construction. _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:

The proposed action will temporarily produce noise associated with general site construction activities during construction only. Any and all noise produced during construction or when the generator is in use will be minimal.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No

Describe: One (1) existing tree will be removed, one (1) existing dead tree will be removed

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Security light on equipment will be installed per carrier's specifications. Lighting will be dark sky compliant and include an automatic timer and will be only used when a technician is on site during low light conditions.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No

Describe: One (1) existing tree will be removed, one (1) existing dead tree will be removed

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Golf course maintenance

ii. If mix of uses, generally describe:

Putnam County Golf Course with surrounding residential areas.

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	3.53	3.59	+0.06
• Forested	40.45	40.45	
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	38.06	38.00	-0.06
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	20.72	20.72	0
• Wetlands (freshwater or tidal)	0.60	0.60	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures:

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 1.67-3.25 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

PnB Paxton fine sandy loam	_____	50 %
PnD Paxton fine sandy loam	_____	_____ %
	_____	_____ %

d. What is the average depth to the water table on the project site? Average: _____ 1.5-3 feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 50 % of site
 10-15%: _____ 50 % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No
all adjoining project site, see attached map

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name	Muscot River, Upper, and tribs	Classification	C
• Lakes or Ponds:	Name	Lake MacGregor	Classification	B
• Wetlands:	Name	_____	Approximate Size	482.2
• Wetland No. (if regulated by DEC)	ML-10			

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____ _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____ _____ _____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____ _____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____</p>	
E.3. Designated Public Resources On or Near Project Site	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: Eligible property: Hill-Agor Farm

iii. Brief description of attributes on which listing is based:
 07901_000068: Building - Eligible. No descriptive information found in OPRHP Cultural Resources information System (CRIS)

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Clarence Fahnestock Memorial State Park (2.1 mi), Donald J. Trump State Park (3.0 mi), and Taconic State Parkway (1.9 mi)

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): state park, state park, and scenic byway

iii. Distance between project and resource: 2.1, 3.0, and 1.9 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

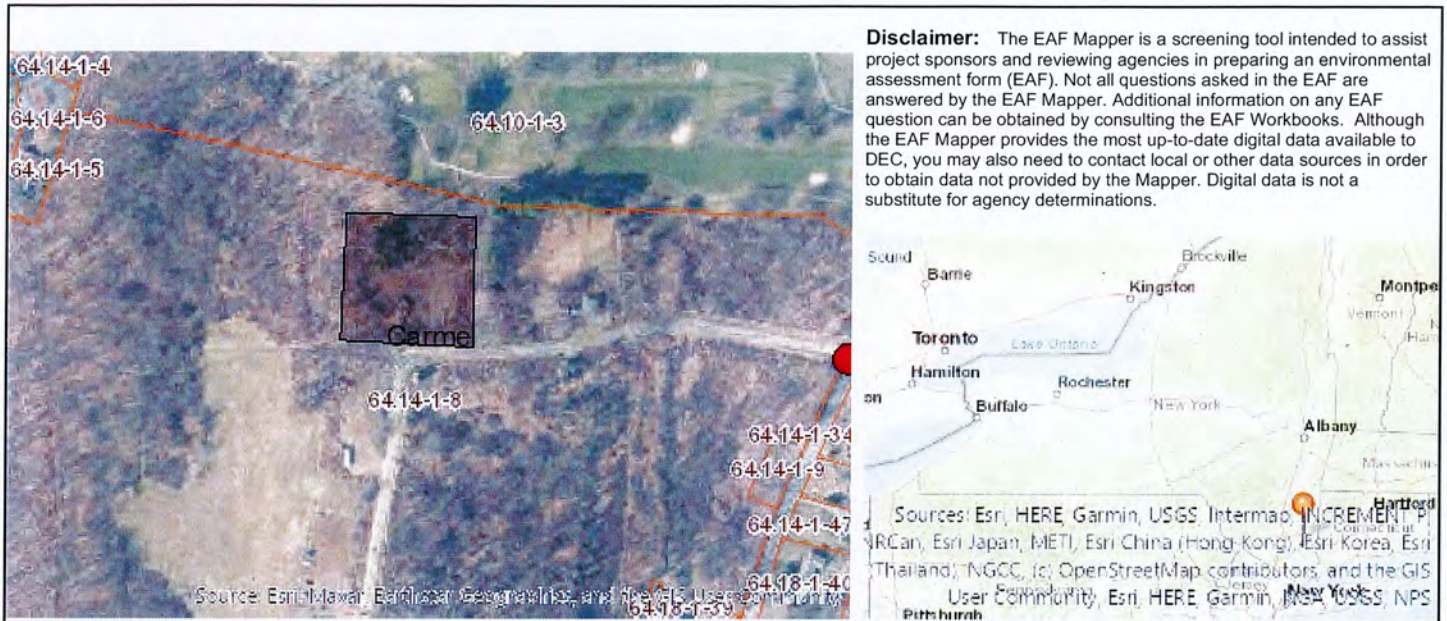
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Homeland Towers, LLC Date November 15, 2023

Signature  Title Principal

Matthew W. Allen, RLA



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

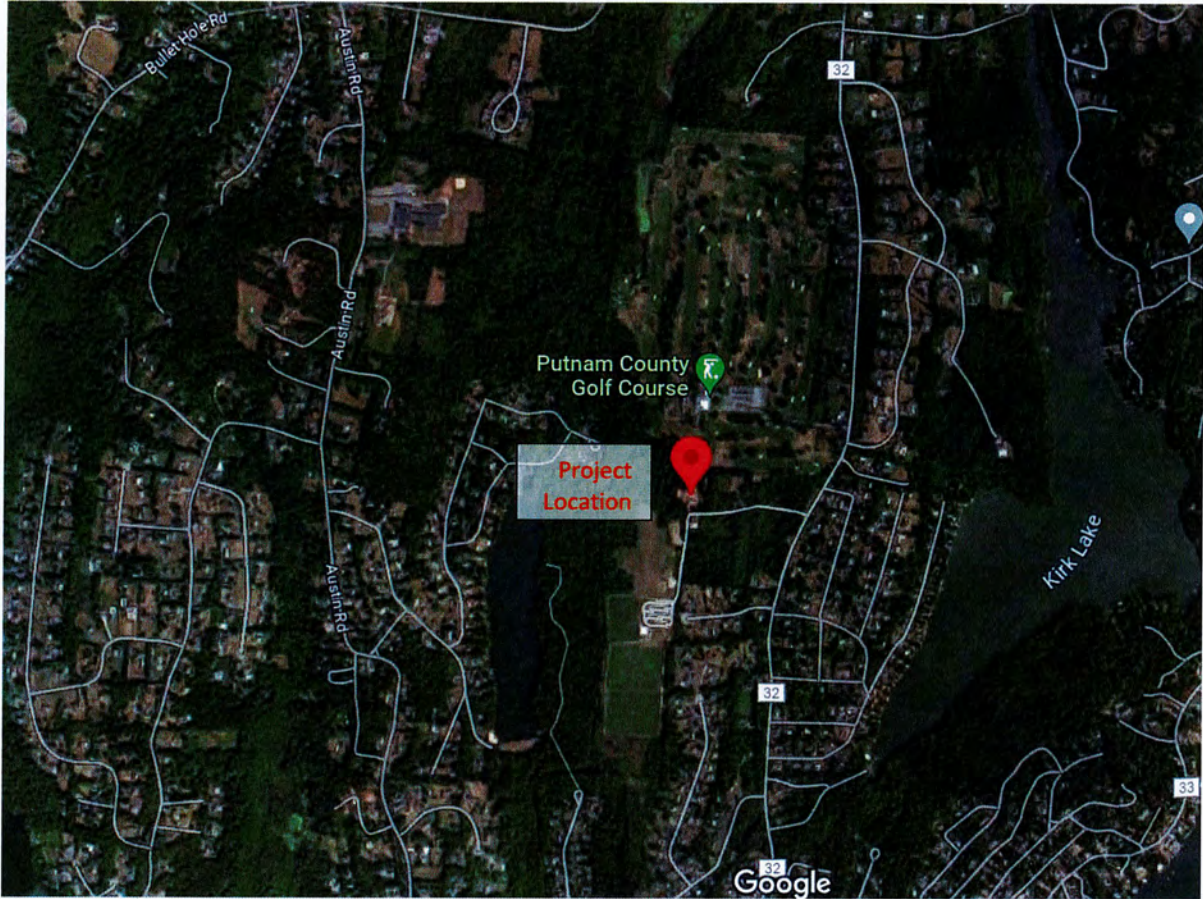
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Hill-Agor Farm
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Homeland Towers: NY187B

Project Location Map

161 Hill St, Mahopac, NY 10451 (Town of Carmel)

41.385894444°, -73.763925000°





- NOTES**
1. SITE LAYOUT IS PRELIMINARY AND SUBJECT TO REVIEW/APPROVAL BY OWNER.
 2. EXISTING SITE FEATURES ARE BASED ON PUTNAM COUNTY GIS MAPPING AND SUBJECT TO A CURRENT BOUNDARY & TOPOGRAPHICAL SURVEY AS REQ'D. THE LEASE SIZE & SHAPE MAY CHANGE SLIGHTLY PENDING THE SITE SURVEY.

LEGEND:
 — SITE ACCESS

1 SITE LAYOUT
 L-1
 Scale: 1"=100'



PARCEL ID: 64.14-1-8
 TOWER COORDINATES: (FROM GOOGLE EARTH) LAT.: 41° 23' 09.10" N
 LNG.: 73° 45' 50.15" W
 GROUND ELEVATION: (FROM GOOGLE EARTH) 728± A.M.S.L.



Homeland Towers, LLC
 9 Harmony Street, 3rd Floor
 Danbury, CT 06810

On Air Engineering, LLC
 88 Kennedy Road
 Cold Spring, NY 10516
 201-456-4624
 oae@onairllc.com

SUBMITTALS	
NO.	DESCRIPTION
01	DESIGN REVIEW
02	ISSUED REVISED FOR CLIENT COMMENTS

SITE NUMBER:
 NY187B

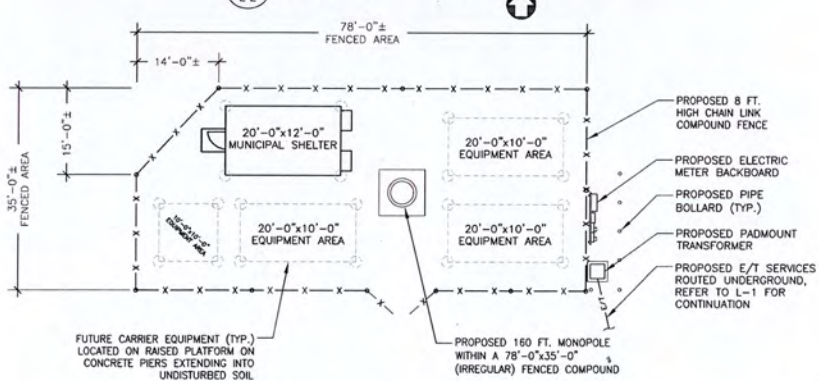
SITE NAME:
 MAHOPAC AIRPORT
 SITE ADDRESS:
 161 HILL ST./AIRPORT RD.
 MAHOPAC, NY 10541
 TOWN OF CARMEL

SHEET TITLE:
 SITE LAYOUT

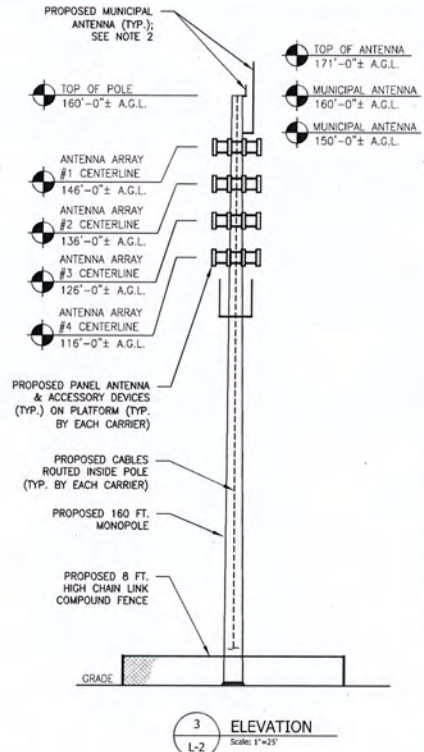
SHEET NUMBER:
 L-1



1 AERIAL/COMPOUND PLAN
Scale: 1" = 50'



2 COMPOUND PLAN
Scale: 1/8" = 1'-0"



3 ELEVATION
Scale: 1" = 25'

NOTE:
1. LEASE AREA, INCLUDING EQUIPMENT LOCATIONS & LAYOUT, ETC. ARE SUBJECT TO CHANGE BASED ON FUTURE TENANT REQUIREMENTS. CABLE BRIDGES NOT SHOWN.
2. MUNICIPAL ANTENNA HEIGHTS ARE PRELIMINARY; TOP 10 FT. OF TOWER IS RESERVED FOR MUNICIPALITY.

HOMELAND TOWERS
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
201-456-4624
oae@onairllc.com

SUBMITTALS	
D	DRAWN
R	REVIEW
C	CHECKED
A	APPROVED
REVISED PER CLIENT COMMENTS	
NO.	DATE

NO. DATE REVISION

DRAWN BY: MF
CHECKED BY: DW

SITE NUMBER:
NY187B

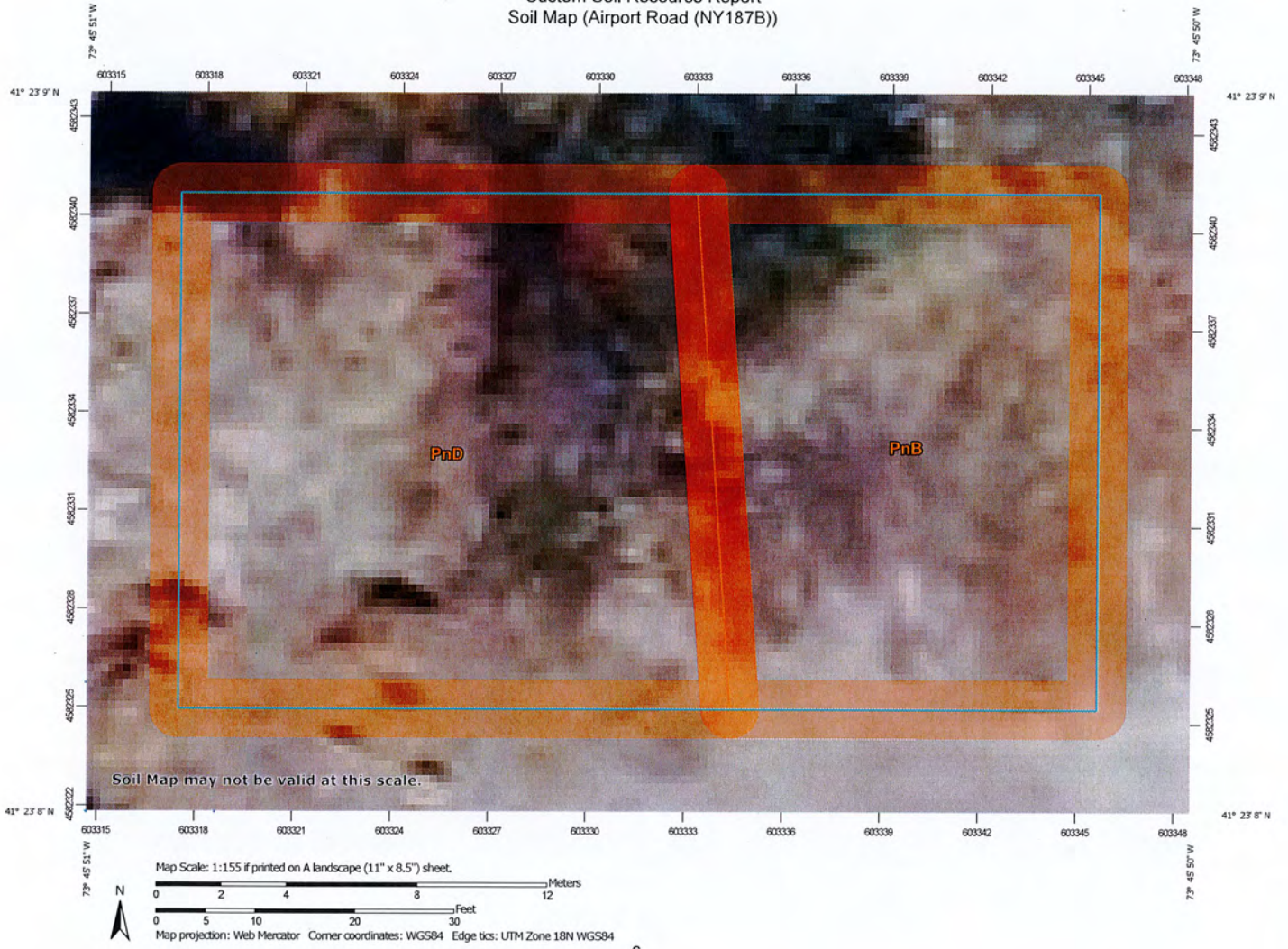
SITE NAME:
MAHOPAC AIRPORT

SITE ADDRESS:
**161 HILL ST./AIRPORT RD.
MAHOPAC, NY 10541
TOWN OF CARMEL**

SHEET TITLE:
**AERIAL/COMPOUND
PLANS & ELEVATION**





































SHEET NUMBER:
L-2

Custom Soil Resource Report
Soil Map (Airport Road (NY187B))



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)	 Area of Interest (AOI)	 Spoil Area
Soils	 Soil Map Unit Polygons	 Stony Spot
	 Soil Map Unit Lines	 Very Stony Spot
	 Soil Map Unit Points	 Wet Spot
Special Point Features		 Other
 Blowout		 Special Line Features
 Borrow Pit	Water Features	 Streams and Canals
 Clay Spot		Transportation
 Closed Depression		 Rails
 Gravel Pit		 Interstate Highways
 Gravelly Spot		 US Routes
 Landfill		 Major Roads
 Lava Flow		 Local Roads
 Marsh or swamp	Background	 Aerial Photography
 Mine or Quarry		
 Miscellaneous Water		
 Perennial Water		
 Rock Outcrop		
 Saline Spot		
 Sandy Spot		
 Severely Eroded Spot		
 Sinkhole		
 Slide or Slip		
 Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Putnam County, New York
 Survey Area Data: Version 20, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 21, 2022—Oct 27, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (Airport Road (NY187B))

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
PnB	Paxton fine sandy loam, 3 to 8 percent slopes	0.0	41.8%
PnD	Paxton fine sandy loam, 15 to 25 percent slopes	0.1	58.2%
Totals for Area of Interest		0.1	100.0%

Map Unit Descriptions (Airport Road (NY187B))

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

Custom Soil Resource Report

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Putnam County, New York

PnB—Paxton fine sandy loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2t2qp
Elevation: 0 to 1,570 feet
Mean annual precipitation: 36 to 71 inches
Mean annual air temperature: 39 to 55 degrees F
Frost-free period: 140 to 240 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Paxton and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Ground moraines, drumlins, hills
Landform position (two-dimensional): Backslope, summit, shoulder
Landform position (three-dimensional): Side slope, crest, nose slope
Down-slope shape: Convex, linear
Across-slope shape: Convex
Parent material: Coarse-loamy lodgment till derived from gneiss, granite, and/or schist

Typical profile

Ap - 0 to 8 inches: fine sandy loam
Bw1 - 8 to 15 inches: fine sandy loam
Bw2 - 15 to 26 inches: fine sandy loam
Cd - 26 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: 18 to 39 inches to densic material
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.14 in/hr)
Depth to water table: About 18 to 37 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: C
Ecological site: F144AY007CT - Well Drained Dense Till Uplands
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Woodbridge

Percent of map unit: 9 percent

Landform: Ground moraines, drumlins, hills

Landform position (two-dimensional): Backslope, footslope, summit

Landform position (three-dimensional): Side slope

Down-slope shape: Concave

Across-slope shape: Linear

Hydric soil rating: No

Ridgebury

Percent of map unit: 6 percent

Landform: Depressions, ground moraines, hills, drainageways

Landform position (two-dimensional): Toeslope, backslope, footslope

Landform position (three-dimensional): Base slope, head slope, dip

Down-slope shape: Concave

Across-slope shape: Concave

Hydric soil rating: Yes

Charlton

Percent of map unit: 5 percent

Landform: Hills

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

PnD—Paxton fine sandy loam, 15 to 25 percent slopes

Map Unit Setting

National map unit symbol: 2w67j

Elevation: 0 to 1,450 feet

Mean annual precipitation: 36 to 71 inches

Mean annual air temperature: 39 to 55 degrees F

Frost-free period: 140 to 240 days

Farmland classification: Not prime farmland

Map Unit Composition

Paxton and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Ground moraines, hills, drumlins

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex, linear

Across-slope shape: Convex

Custom Soil Resource Report

Parent material: Coarse-loamy lodgment till derived from gneiss, granite, and/or schist

Typical profile

Ap - 0 to 8 inches: fine sandy loam
Bw1 - 8 to 15 inches: fine sandy loam
Bw2 - 15 to 26 inches: fine sandy loam
Cd - 26 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 15 to 25 percent
Depth to restrictive feature: 20 to 39 inches to densic material
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.14 in/hr)
Depth to water table: About 18 to 37 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 4.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: F144AY007CT - Well Drained Dense Till Uplands
Hydric soil rating: No

Minor Components

Charlton

Percent of map unit: 8 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Woodbridge

Percent of map unit: 6 percent
Landform: Hills, drumlins, ground moraines
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Ridgebury

Percent of map unit: 1 percent
Landform: Drumlins, depressions, ground moraines, hills, drainageways
Landform position (two-dimensional): Toeslope, footslope
Landform position (three-dimensional): Base slope, head slope
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Hydric soil rating: Yes

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelp2rb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

Homeland Towers (NY187)
161 Hill St, Mahopac, NY 10451 (Town of Carmel)
41.385894444°, -73.763925000°



HOME SUBMIT **SEARCH** COMMUNICATE

Welcome Guest User | Contact Us | FAQ | Help | Sign Out



February 1, 2022 | 2:22 pm
COVID-19 Vaccines

Children ages 5+ are eligible for the COVID-19 vaccine and children ages 12+ are eligible for a booster. Parents and guardians: make sure your child gets vaccinated and stays up to date with all recommended doses.

[VAX FOR KIDS >](#)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Environmental Resource Mapper

Base Map: **Topographical** [Using this map](#)

Search

Tools

Layers and Legend

- Waterbody Classifications for Lakes
- State Regulated Freshwater Wetlands (Outside of the Adirondack Park)
- State Regulated Wetland Checkzone
- Imperiled Mussels
- Mussel Screening Ponded Waters
- Mussel Screening Streams
- Significant Natural Communities
- Natural Communities Near This Location
- Rare Plants or Animals
- Base Flood Elevation Plus 72/75 Inches Sea-level Rise
- Limit to Moderate Wave Action

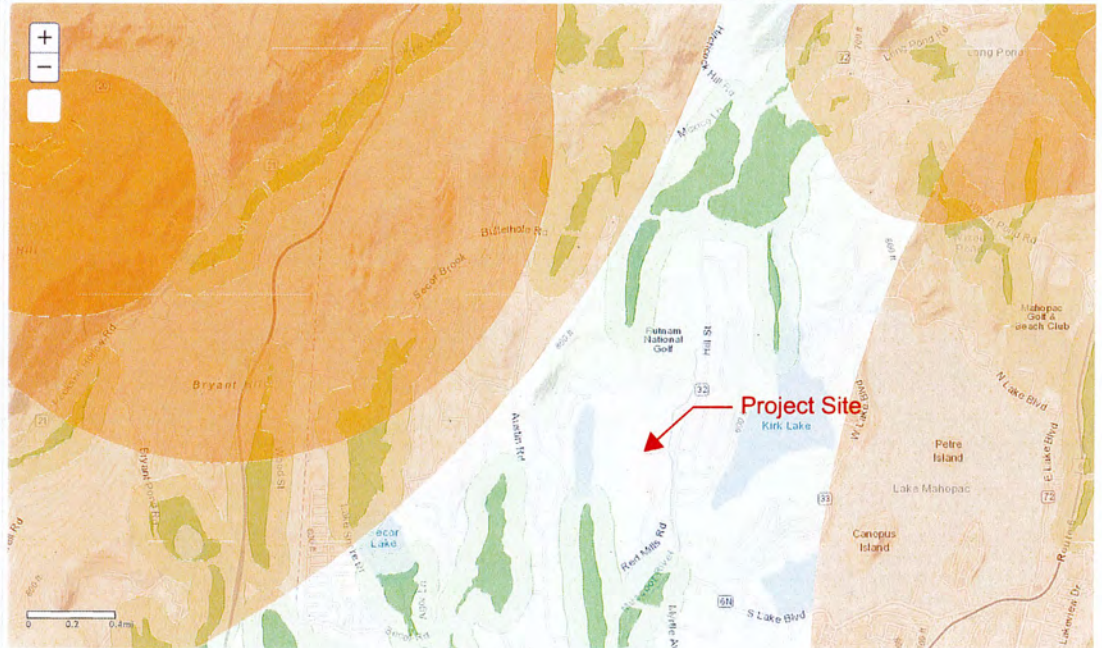
Other Wetland Layers

Reference Layers

Tell Me More...

Need A Permit?

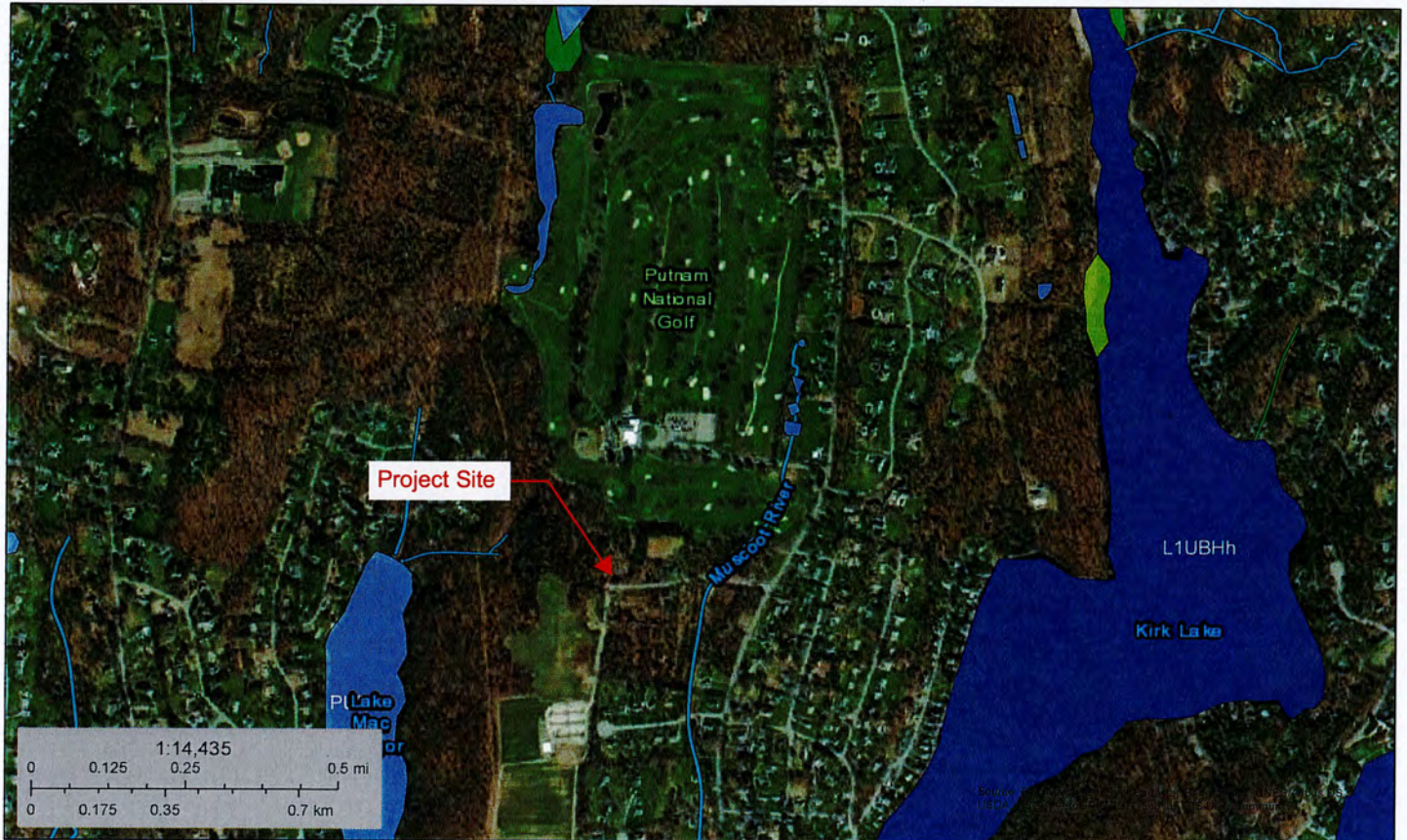
Contacts





U.S. Fish and Wildlife Service
National Wetlands Inventory

Homeland Towers - Putnam



February 2, 2022

Wetlands

- | | | | | | |
|--|--------------------------------|--|-----------------------------------|--|----------|
| | Estuarine and Marine Deepwater | | Freshwater Emergent Wetland | | Lake |
| | Estuarine and Marine Wetland | | Freshwater Forested/Shrub Wetland | | Other |
| | | | Freshwater Pond | | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

OPINION LETTER

February 9, 2024

FAA & FCC Not Required

Christine Vergati
 Homeland Towers, LLC
 9 Harmony Street, 2nd Floor
 Danbury, CT 06810



RE: **NY187 - Mahopac Airport, NY Airspace Analysis**
Latitude (NAD-83): 41° 23' 09.22" N
Longitude (NAD-83): 73° 45' 50.13" W
Ground Elevation: 727.0 ft. GE
Tower tip height: 171.0 ft. AGL
Overall height: 805.0 ft. AMSL

Dear Ms. Vergati,

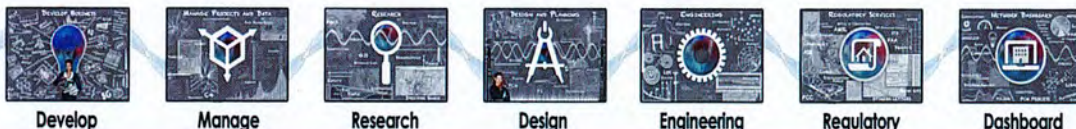
Our airspace analysis results for the NY187 - Mahopac Airport, NY site are as follows:

1. **PER AIRSPACE, filing an FAA Form 7460-1 is not required for the proposed tower height of 171.0 ft. AGL (805.0 ft. AMSL). The maximum allowable height for not filing an FAA Form 7460-1 is 200 ft.**
2. **FCC's TOWAIR Determination indicates that this structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided. The maximum allowable height for not filing an ASR is 200 ft AGL**
3. The proposed site is 11.337 nm South from the nearest public landing facility – N69: Stormville. At an overall height of 805.0 ft. AMSL, it does not exceed FAR 77.9 (a) or FAR 77.9 (b) Notice Criteria for N69 airport. This airport has both Circling and Straight-In Instrument approach procedures. It does not exceed any glide slopes of N69 airport. N69: Stormville is an airport type landing facility associated with the city of Stormville, NY.
4. The proposed site is not within any of the instrument approach procedures of N69 airport.
5. The nearest private landing facility is 96NY: Massaro, which is a heliport type landing facility not eligible for study under FAR Part 77 sub-Part C. It is 1.17 nm ESE from the proposed site.
6. The proposed 171.0 ft. AGL tower would not adversely affect low altitude en route airways and/ or VFR routes in the area.
7. The nearest AM tower is WLNA, which is 9.54 mi (15359 meters) away bearing 235.98°. WLNA AM is operating a directional type antenna system. As noted per the FCC AM Tower Locator and per FCC regulation 13-115, Section 1.30002, the structure will not require a "Proof of Performance" measurement study before and after construction.
8. Marking and lighting are not required as FAA notification is not required.
9. All Wireless Applications Corp. analyses are based on the latest AIRSPACE, FAA Notice Criteria Tool and FCC TOWAIR programs.

If you have any questions, please do not hesitate to call.

Thank you.

Ronald W. Lageson, Jr.
 425-643-5000 (office)
 425-649-5675 (fax)



WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Lease" or "Agreement"), is made and entered into as of this _____ day of _____, 202_ (the "Execution Date"), by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Landlord"), and HOMELAND TOWERS, LLC, a limited liability company, having its principal offices at 9 Harmony Street, 2nd Floor, Danbury CT 06810 (hereinafter referred to as the "Tenant"). Each of Landlord and Tenant is individually referred to herein as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Landlord is the owner of a certain parcel of land located in the Town of Mahopac at 161 Hill Street, designated as Tax Map No. 64.14-1-8 (the "Property"); and

WHEREAS, Tenant is a provider of wireless telecommunications infrastructure and desires to lease from Landlord approximately two thousand seven hundred and thirty (2,730) square feet of the Property, as shown on the "Site Plan" attached hereto and incorporated herein as **Exhibit "A"** which Site Plan also includes a legal description of the premises (the "Leased Premises" or the "Premises"), to construct a radio transmission tower facility for Tenant's use and that of its subtenants, licensee and customers (collectively, "Customers"). The radio transmission tower facility includes a monopole tower, building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

WHEREAS, Landlord is willing to lease to Tenant, and Tenant is willing to lease from Landlord, the Leased Premises upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

SECTION 1 – LEASED PREMISES AND PERMITTED USE

Landlord hereby leases the Leased Premises to Tenant for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of communication signals (the “Permitted Use”) by at least four (4) telecommunications service providers. The parties agree that the Telecommunications Facilities shall be consistent with the Site Plan.

SECTION 2 – TERM

The “Initial Term” of this Lease will be ten (10) years from the Commencement Date, as defined below, and shall automatically renew for up to six (6) additional terms of five (5) years each (each, a “Renewal Term”) unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term. The Initial Term and each successive Renewal Term are referred to herein as the “Term.”

SECTION 3 – RENT

(A) The Initial Term of this Agreement and Tenant’s obligation to pay Rent, as defined in the following sentence, shall commence on the first day of the month following the date on which Tenant receives the first payment of rent/license fees from the first Customer installed at the Premises pursuant to the terms of a communications license agreement entered into by Tenant and such Customer (the “Commencement Date”). Beginning on the Commencement Date, Tenant shall pay to Landlord as monthly “Rent”) an amount equal to (a) Two Thousand Dollars (\$2,000.00) per month (the “Minimum Rent”), or (b) Thirty Five percent (35%) of the Gross Rent collected by Tenant from Customers, whichever is higher. As used herein “Gross Income” means the recurring rental payments actually received by Tenant from Customers for the occupancy and use of all or any part of the Premises, and expressly excludes the following fees, reimbursements, taxes and pass-throughs paid to Tenant by Customers: (i) not more than industry standard installation and maintenance fees for

services provided by Tenant on behalf of its Customers; (ii) not more than industry standard operating expenses, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) sums collected from Customers for taxes for which Customers are responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to Tenant's assignment of this Agreement.

(B) The "Rent" shall be paid monthly in advance to Landlord at the Landlord's address written above, or to such other address as Landlord may designate to Tenant in writing per notice given pursuant to Section 17 below, at least thirty (30) days prior to the following date that the Rent is due. If the Initial Term or Renewal Term, as the case may be, does not begin on the first day of a calendar month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the then-current term and the denominator of which is the total number of days in the full calendar month.

(C) On each annual anniversary of the Commencement Date of this Agreement, the monthly Rent will increase by three percent (3%) of the monthly Rent paid during the previous lease year.

(D) Tenant agrees that the payment of Rent as it becomes due hereunder shall be without the necessity of a demand or invoice from Landlord, and that Tenant shall pay as an additional fee equal to five percent (5%) of each installment of Rent paid more than ten (10) days after its due date.

(E) Tenant agrees to pay a one-time fee to Landlord in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). Payment will be made to Landlord within forty-five (45) days following the Execution Date.

SECTION 4 – COMPLIANCE WITH LAW

(A) Tenant shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration (“FAA”) approval of the tower that is a part of the Telecommunications Facilities (the “Tower”) in connection with the use, operation, maintenance, construction and/or installation of the Telecommunications Facilities on the Leased Premises. It is understood and agreed that Tenant’s ability to use the Leased Premises is contingent upon its obtaining, after the Execution Date of this Agreement, a satisfactory building structural and environmental analysis, if Tenant so requires, and all of the certificates, permits, licenses and other approvals including, without limitation, parkland alienation (collectively the “Governmental Approvals”) that may be required by any federal, state or local authorities which will permit Tenant’s use of the Premises as set forth herein. Landlord shall cooperate with Tenant, at Tenant’s expense, in its effort to obtain such Approvals.

(B) Notwithstanding any other paragraph to this Agreement, it is understood and agreed that the formation and effectiveness of this Agreement is expressly contingent upon (1) the Parties’ obtaining approval for parkland alienation from the New York State Legislature; and (2) Landlord obtaining a waiver from the City of New York Department of Environmental Protection of its right of first refusal in connection with the use of the Leased Premises in the manner authorized by this Agreement, which right of first refusal is included in Restrictive Deed Covenant No. 4 of that certain Deed in favor of Landlord dated December 23, 2003 and recorded on December 29, 2003 among the Official Records of Putnam County, New York at Book 1647, Page 279 (the “NYC DEP ROFR”).

(C) Landlord hereby agrees that the portion of the Property on which the Leased Premises are located is hereby released from the restrictions set forth in the Deeds limiting the use of the Property for any purpose other than as a golf course or other residential property (the “Deed Restrictions”). As used herein, “Deeds” means the following deeds recorded in the Official Records of Putnam County, NY: (i) that certain

deed recorded on July 13, 1955 at Book 462, Page 435; (ii) that certain deed recorded on May 12, 1958 at Book 501, Page 461, and (iii) that certain deed recorded on November 30, 1959 at Book 524, Page 483. Furthermore, Landlord agrees to execute any and all other documents that may be required by Tenant's title insurer to confirm the release of the Deed Restrictions.

(D) In the event that: (i) the structural or environmental analysis is unsatisfactory to Tenant, (ii) any of Tenant's applications for Governmental Approvals are rejected or Tenant determines that such Governmental Approvals may not be obtained in a timely manner and/or on terms acceptable to Tenant, (iii) any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, (iv) Tenant reasonably determines that the site is no longer technically compatible or otherwise suitable for its use, or (v) Tenant reasonably determines that it is unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Agreement upon thirty (30) days written notice to Landlord given pursuant to Section 17 of this Agreement. All Rent paid by Tenant under this Agreement for periods pertaining prior to the termination date shall be retained by Landlord. Upon any such termination, this Agreement shall be null and void and the parties shall have no further obligations, including the payment of money, to each other except those obligations that are expressly identified in this Agreement as surviving the expiration or earlier termination hereof.

SECTION 5 – LANDLORD'S USE OF PREMISES

(A) Tenant shall have the sole right to lease/license space within the Leased Premises and on the Telecommunications Facilities to Customers for the Permitted Use. Customers seeking to install antennas shall provide, at their expense, sufficient information as may be reasonably required by Tenant to determine that the new proposed use will not interfere with the pre-existing use of the Tower by Landlord, Tenant or other Customers. Tenant shall not unreasonably withhold its approval of any such use subject to the provisions of the following paragraph *provided, however*, that such use shall be subject to such commercially-reasonable terms

and conditions (including, without limitation, financial terms and conditions) as are acceptable to Tenant and each Customer.

(B) Tenant shall construct its Tower to allow for at least four (4) telecommunications service providers to place antennas on the Tower. Tenant shall lease available space on such commercially-reasonable terms and conditions (including, without limitation, financial terms and conditions) as are acceptable to Tenant and each Customer so as to encourage co-location at the Telecommunications Facilities.

(C) The Parties agree that Landlord shall have the right to place and operate certain equipment owned by Landlord on the Telecommunications Facilities at no charge pursuant to the terms of the Communications License Agreement attached hereto and incorporated herein as **Exhibit "C"** (the "Communications License Agreement"). As reflected on Exhibit "A" to the Communications License Agreement, Tenant shall be permitted to place a twenty-one (21) foot omni antenna and a microwave dish on the top ten (10) feet of the Tower and to place the equipment described in Exhibit "A" thereto within the ninety (90) to one hundred and ten (110) foot level of the Tower. The aforementioned heights refer to the locations on the Tower at the height at which it is initially approved by the Putnam County Planning Department and assume that such initially-approved tower height will be one hundred and sixty (160) feet. The Parties shall execute the Communications License Agreement (which, among other things, provides that Tenant shall be solely responsible for all costs associated with its equipment at the Telecommunications Facilities) promptly following the Commencement Date of this Agreement.

SECTION 6 – TENANT IMPROVEMENTS AND REMOVAL

(A)(1) The plans and specifications for all improvements have been approved by both Parties and are attached hereto as **Exhibit "D"** (the "Plans and Specifications"). The Plans and Specifications are drawn to scale and show: (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all

structures, including fencing; and (v) the proposed type of construction material for all structures, including fencing.

(A)(2) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(A)(4) Landlord agrees and acknowledges that: (i) the Telecommunications Facilities and all of the equipment, fixtures and property of Tenant that are a part thereof shall remain the personal property of Tenant whether or not said items are deemed to constitute fixtures and/or attachments to real property under applicable law; and (ii) Tenant shall have the right to remove the same at any time during the Term of this Agreement.

(B)(1) At Landlord's request, Tenant shall remove the Telecommunications Facilities (excluding the tower foundation, underground utilities and footings) within ninety (90) days following the expiration or earlier termination of this Lease (the "Removal Period"). Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property owned by Landlord or its lessees. Notwithstanding the foregoing, if, Tenant requests permission not to remove all or a portion of the Telecommunications Facilities and Landlord consents to such non-removal in writing, title to the affected Facilities shall automatically transfer to Landlord and shall be the sole and entire property of Landlord, and Tenant shall be relieved of all removal obligations in connection therewith.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of Tenant's improvements, excluding the tower foundation, underground utilities, and footings, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, subject to paragraph 11 herein, and Tenant shall hold Landlord harmless from any portion thereof. If the removal of the Telecommunications Facilities is not completed by Tenant within the Removal Period and Landlord has not exercised its right to assume ownership of same, Tenant shall pay Rent at the monthly rate in effect immediately prior to the expiration or earlier termination of the Lease until such time as the completion of the removal of the Telecommunications Facilities in accordance with the terms of this Agreement.

B(4) Any claims related to the condition of the Premises must be presented by Landlord in writing to Tenant within ninety (90) days after Tenant's removal of the Telecommunications Facilities or Landlord shall be deemed to have irrevocably waived any and all such claims.

SECTION 7 – ELECTRICAL

If permitted by the local utility company servicing the Property, Tenant shall furnish and install its own direct meter for electricity. Landlord makes no representation as to adequacy of electrical service. It is Tenant's responsibility to install necessary transmission lines and equipment for the additional load needed by Tenant or Customer of Tenant; *provided, however*, that Tenant shall have no obligation to supply, or otherwise provide or make available electrical or other utility service to any public agency, department or entity (whether or not such agency, department, or entity is affiliated with Landlord) that occupies the Telecommunications Facilities.

SECTION 8 – ACCESS

Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; *provided, however*, that Landlord provides prior telephonic notice to Tenant at 1-203-297-6345 or such other number as may be designated by Tenant from time to time during the Term, and Landlord shall not have any right to enter the interior of any building or other structure on the Premises that houses

telecommunications equipment. During the Term, Tenant and its Customers shall have the non-exclusive right to access to the Premises twenty-four (24) hours a day, seven (7) days a week via the “Designated Access Route” described in Exhibit “A”, *provided, however*, that neither Tenant nor its customers shall interfere with Landlord’s operations on the Premises authorized by the Communications License Agreement between the Parties pursuant to which Landlord will locate and operate certain Landlord-owned equipment on the Tower. The Parties agree that, in the event that the Designated Access Route is or becomes no longer available or viable during the Term, they will work together to identify a mutually-acceptable, alternate means of access from a public right-of-way to the Premises (the “Alternate Access Route”).

SECTION 9 – INDEMNIFICATION

Tenant shall take all necessary precautions and place proper safeguards for the prevention of accidents in connection with its construction, operation and maintenance of the Telecommunications Facilities on the Leased Premises, and shall indemnify and save Landlord and its employees, officers and agents harmless from all claims, suits and actions and all damages and costs (collectively, the “Claims”) to which they may put by reason of death or injury to all persons or property arising from Tenant’s use and occupancy of the Leased Premises resulting from the acts or omissions of Tenant, its agents, employees, contractors and subcontractors. Notwithstanding the foregoing, the Parties agree that Landlord shall be solely responsible for, and shall indemnify and hold Tenant harmless from and against, any and all Claims (i) that arose prior to Tenant’s installation of the Telecommunications Facilities on the Leased Premises, and/or (ii) that are due to or caused by the acts of Landlord, its agents, employees, contractors and subcontractors.

SECTION 10 – INSURANCE

(A) To the maximum extent permitted under their respective insurance policies, the parties agree that the insurers shall have no right to recovery or subrogation against either Landlord or Tenant (including

employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) Landlord shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. Tenant shall, at its own cost and expense, provide the following insurance coverage, name the Landlord as an additional insured thereunder, and provide a certificate of insurance confirming such coverage to Landlord (which certificate shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to Landlord):

(1) Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:

- (a) Products/completed operations
- (b) Independent contractors
- (c) Explosive, collapse and underground losses
- (d) Contractual liability
- (e) Broad form property damage liability; and
- (f) Personal injury.

(2) Property Damage Policy providing replacement cost for all of Tenant's equipment located on the Leased Premises.

(B) Additional Coverages. While insurance regulations do not permit Tenant to add Landlord as an additional insured thereunder, Tenant shall nonetheless procure a worker's compensation and employer's liability policy covering its operations in New York State and shall provide a certificate of insurance to Landlord confirming such coverage (which certificate shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to Landlord).

(C) Owner's Protective Liability. Tenant represents and warrants that, by adding Landlord as an additional insured under its Worker's Compensation and Employer's Liability Policies, such coverage affords Landlord with the coverage afforded under a separate Owner's Protective Liability policy. Tenant shall also require each of its contractors to obtain the insurance set forth in Section 10(B)(1) and 10(C)(1) above.

(D) After fifteen (15) years from the Commencement Date of this Lease, Landlord shall have the right to request that the insurance limits set forth in this section be reasonably increased in accordance with telecommunications industry standards.

SECTION 11 RESTRICTION ON CONVEYANCE OF LEASE

Landlord agrees and acknowledges that, throughout the Term of this Lease, it shall not, and is hereby prohibited from, conveying, assigning, or otherwise transferring its rights and/or obligations under this Lease, whether in whole or in part, to any person or entity if and to the extent that such conveyance is separate and apart from Landlord's conveyance of all of its right, title, and interest in and to the Property.

SECTION 12 – QUIET ENJOYMENT; EXCLUSIVE USE FOR COMMUNICATIONS PURPOSES

Landlord covenants that Tenant, on paying the Rent and performing covenants shall peaceably and quietly have, hold and enjoy the Premises. Landlord agrees that, during the Term of this Agreement, Tenant will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord shall not itself operate collocation wireless telecommunications facilities for use by wireless carriers and other third parties on the Property or any portion thereof except that Landlord may develop wireless telecommunications facilities on the Property for its own use, nor will Landlord grant a lease, sublease, license, or other right to use the Property, any portion thereof to any other person or entity for the operation of collocation wireless telecommunications facilities for use by wireless carriers and other third parties.

SECTION 13 – TITLE

Landlord represents, warrants and covenants that Landlord alone is seized of good and clear title and interest to the Property, has full authority to enter into and execute this Agreement, and has taken all necessary action required to approve and fulfill its obligations under this Agreement and has authorized the signatories to sign same. Landlord further represents, warrants and covenants that: (i) there are no other liens, judgments or

impediments of title on the Property, or affecting Landlord's title to the same and, with the limited exception of the NYC DEP ROFR referenced in Section 4(B) to be waived by the City of New York Department of Environmental Protection prior to the commencement of this Agreement, regulatory restrictions as referenced in Section 4(D) as "Governmental Approvals" (including the parkland alienation process), and the Deed Restrictions referenced in Section 4(C) waived by Landlord in that section, there are no covenants, easements or restrictions or violations which prevent or impede the use of the Property by Tenant for the Permitted Use; and (ii) the Property is not designated a landmark or in a landmark district, and has never been on any list of a governmental authority requiring cleanup or closure because of contamination by any pollutants or hazardous or toxic substances, materials or wastes with the limited exception of the Property's placement on the NYDEC petroleum bulk database as registration number 3-601627 as described in the Tenant-Commissioned Site Assessments as defined in Section 22(C) below. Landlord agrees to indemnify and hold Tenant, its successor and assigns, and any subtenant of Tenant, harmless from any claim, demand, action, damages, costs (including without limitation, attorneys' fees), proceedings and or any other filing that directly or indirectly results from any errors or inaccuracies in the foregoing representations, warranties and covenants by Landlord.

SECTION 14 – INTEGRATION

It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding by law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights, and such party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

SECTION 15 – GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York without regard to the choice of law rules thereof.

SECTION 16 – ASSIGNMENT

Consistent with the provisions of Section 72-p of the New York State General Municipal Law, Landlord agrees and approves of the following: (i) this Agreement may be sold, assigned (whether in whole or in part) or transferred by Tenant to (a) Tenant's principal, affiliates (including, without limitation, Infra Towers, LLC, a Delaware limited liability company), and their subsidiaries, (b) to any entity which is the successor to Tenant by reason of a merger, acquisition or other business reorganization, and (c) to any entity which purchases all or substantially all of Tenant's assets; (ii) that Tenant shall have the right to sell, assign or transfer this Agreement to a joint venture comprised of Tenant, its parent, affiliate or subsidiary of its principal; and (iii) that Tenant shall have the right to license or sublet the Premises to its Customers for the Permitted Use, *provided, however*, that any such use by Tenant's Customers shall be subject to all terms and conditions of this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld, conditioned or delayed, but Landlord shall not be required to give consent where the installation does not continue to be operated by an entity authorized by governmental agencies to operate wireless telecommunications facilities. Consistent with the foregoing, any assignment of this Agreement by Tenant shall be in writing and shall expressly provide that the assignee assumes all of Tenant's rights and obligations under this Agreement and all of Tenant's rights and obligations under the Communications License Agreement.

SECTION 17 – NOTICES

All notices, requests, demands, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement, shall be in writing signed by the notifying party or officer, agent or attorney of the notifying party and shall be mailed, postage prepaid, by registered or certified mail, postage prepaid, return receipt requested, or forwarded by a reliable overnight courier service with delivery verification and addressed as follows:

To Landlord: Putnam County Attorney
48 Gleneida Avenue,
Carmel, NY 10512

To Tenant: HOMELAND TOWERS, LLC
Attn: Site Administration
9 Harmony Street, 2nd Floor
Danbury CT 06810
Phone: (203) 297-6345

or to any other address or contact information as Landlord or Tenant shall provide in writing pursuant to this paragraph. Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been effective on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

SECTION 18 – SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

SECTION 19 – SUBORDINATION AND NON-DISTURBANCE

(a) At Landlord's option, this Agreement shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; *provided, however,* that every such mortgage or security interest shall recognize the validity of this Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default under this Agreement. Tenant shall execute whatever

instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest now or in the future, Landlord immediately after this Agreement is executed, will obtain and furnish to Tenant, a non-disturbance agreement and attornment agreement for each such mortgage or other security interest in recordable form. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant may, at its sole option and without obligation, cure or correct Landlord's default and upon so doing, Tenant shall be entitled to deduct and setoff the sums paid by Tenant to cure or correct such defaults against all amounts that become due under this Agreement including, without limitation, Rent.

(b) For purposes of allowing Tenant to satisfy its lender's continuing rights with respect to Tenant's property on the Premises, and with respect to Tenant's rights and interests under this Agreement, Landlord agrees as follows:

(i) Landlord shall recognize the subleases and/or licenses of all Customers of Tenant on the Premises, and, notwithstanding any default hereunder by Tenant, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with Tenant beyond any applicable notice and cure period;

(ii) Landlord consents to the granting by Tenant of a lien and security interest in and/or mortgaging of Tenant's interest in this Agreement and all of Tenant's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure. Landlord further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing

all indebtedness at any time owed by Tenant to its mortgagee (collectively the “Collateral”), and (B) that, upon an event of default by Tenant under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of Tenant’s mortgagee, Tenant’s mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Premises and remove the Collateral free and clear of any applicable lien or security interest of Landlord;

(iii) Within a reasonable time after the occurrence thereof, Landlord shall give Tenant’s lender written notice of any breach or default of the terms of this Agreement that is not cured by Tenant within any applicable notice and cure period(s) (an “Uncured Tenant Default”). In this regard, Tenant agrees to promptly provide Landlord with the name and address of any such LESSEE lender(s) from time to time during the Term hereof. Landlord further agrees that no default shall be deemed to have occurred under this Agreement unless Landlord gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured Tenant Default, lender shall have the right, to the same extent and with the same effect as Tenant, for the period set forth in this Agreement, to cure or correct any such Uncured Tenant Default, whether the same shall consist of the failure to pay Rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the Tenant; and

(iv) Landlord acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating Tenant’s mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of Tenant under this Agreement.

SECTION 20 – RECORDING

Concurrently with the execution of this Agreement by both parties, Landlord agrees to execute a memorandum of agreement in the form attached hereto as **Exhibit "B"** for recordation by Tenant at its sole cost and expense in the Official Records of Putnam County, New York (the "**Memorandum**"). Tenant agrees to prepare, execute and record, at its expense, a release of the Memorandum (the "**Release**") within thirty (30) days following the expiration or earlier termination of this Agreement.

SECTION 21 – DEFAULT

In the event there is a default by either Party with respect to any of the provisions of or obligations under this Agreement including, without limitation, Tenant's failure to timely pay Rent, the non-breaching Party shall provide written notice thereof to the breaching Party. After receipt of such written notice, the breaching Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; *provided, however* that the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that reasonably requires more than thirty (30) days and the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Neither Party may maintain any action or effect any remedies for default against the other unless and until the applicable cure period has lapsed. In addition, except in an emergency, neither party will cure any alleged default by the other until after the expiration of the time to cure such default. If either party shall cure the default of the other pursuant to the foregoing, then such party shall submit a bill for the reasonable cost of affecting such cure on the other party's behalf and the same shall be paid promptly upon receipt.

SECTION 22 – ENVIRONMENTAL

(A) Landlord will be responsible for all obligations of compliance with any and all Environmental Laws (as defined in paragraph "E" of this section) and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards

of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the Property, unless such conditions or concerns are caused by the activities of Tenant on the Leased Premises.

(B) Notwithstanding the foregoing paragraph, with respect to Tenant's use of the Leased Premises, Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action (as defined in paragraph "E" of this section) when the necessity for such Remedial Action was caused by Tenant's use and/or occupancy of the Leased Premises and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law, resulting from Tenant's use of the Leased Premises. Tenant further agrees to indemnify and save Landlord and its employees, officers, and agents harmless from any and all Environmental Liabilities, as defined in Section 22(E)(2) below, resulting from Tenant's activities on the Premises.

(C) Tenant acknowledges that its handling of any soils that it excavates and removes from the Premises in connection with its construction of the Telecommunications Facilities shall be in accordance with the "Conclusions and Recommendations" section of that certain Phase II Limited Subsurface Investigation Letter Report, EBI Project #6421000140, issued to Tenant on December 2, 2021 by EBI Consulting (the "Phase II Report"), a copy of which, together with that certain Phase I Environmental Site Assessment dated May 28, 2021 issued to Tenant by EBI Consulting (collectively, the "Tenant-Commissioned Environmental Site Assessments"), has been provided to Landlord.

(D) Landlord acknowledges receipt of the Tenant-Commissioned Environmental Site Assessments referenced in Paragraph 22(C) above. Tenant further agrees to provide Landlord with copies of any and all all further tests, studies, notices, claims, demands, requests for information, or other communications relating to the

presence or release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Leased Premises that are commissioned by Tenant.

(E) Definitions:

(1) "Environmental Laws" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

(2) "Environmental Liabilities" shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind that results directly from Tenant's activities on the Leased Premises, based upon or required under Environmental Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Leased Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Environmental Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Environmental Laws for Remedial Action or for any damages to natural resources; or (d) any other remedial actions required under Environmental Laws.

(3) "Remedial Action" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Law(s).

(4) "Hazardous Materials" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are

or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Leased Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

SECTION 23 – CONDEMNATION

In the event of any condemnation of the Property, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Telecommunications Facilities, relocation costs and associated damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease.

SECTION 24 – BROKER

Landlord and Tenant represent to each other that they have not negotiated with any broker or agent in connection with this Lease. Landlord and Tenant agree that, should any claim be made against the other for a broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable attorneys' fees) and shall defend such action by counsel reasonably acceptable to the indemnified other party.

SECTION 25 – SUBMISSION OF LEASE

The submission of this Lease for examination does not constitute an offer to lease the Leased Premises, and this Lease becomes effective only upon the full execution of this Lease by the parties hereto and the

satisfaction of the conditions set forth in Section 4(B) of this Agreement. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

SECTION 26 – APPLICABLE LAWS

Tenant shall use the Premises in accordance with applicable laws, rules and regulations. Landlord agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to its use of the Premises.

SECTION 27 – OIL, GAS AND MINERAL RIGHTS

Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom all right to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Property to recover any oil, gas or minerals if such would be likely to damage all or any portion of the Telecommunications Facilities or any property located thereon or within the Premises. Any future oil, gas or mineral lease covering the Property or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities and interests granted to Tenant under the terms of this Lease.

SECTION 28 – MISCELLANEOUS

(A) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both Landlord and Tenant and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

(B) Tenant shall notify Landlord of the technical parameters of the Telecommunications Facilities upon installation and upon making any material changes to the frequencies or the effective radiated power of the Telecommunications Facilities. From time to time during the Term of this Lease as required by federal, state and/or local laws or regulations, Landlord will have a Maximum Permissible Exposure (MPE) Analysis performed by a professional engineer licensed in the State of New York that is acceptable to Tenant.

(C) The Parties will share the cost of the MPE Analysis equally except that, in the event that the MPE Analysis is necessitated by Tenant's material change to the Telecommunications Facilities (excluding routine maintenance, and like kind exchanges of the antennas and related equipment), Tenant shall be solely responsible for the cost of the MPE Analysis.

SECTION 29 – SURVIVAL

The provisions of this Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which expressly require performance subsequent to the termination or expiration of this Agreement shall also survive termination or expiration.

SECTION 30 – CAPTIONS

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

SECTION 31 – SCREENING

Throughout the entire Term of this Lease, including any extensions thereof, Tenant must maintain screening of the equipment located on the ground as shown on the Site Plan.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinafter set forth.

READ and APPROVED BY:

COUNTY OF PUTNAM

_____ Date _____

Mat Bruno
Risk Manager

_____ Date _____

William J. Carlin, Jr.
Commissioner of Finance

_____ Date _____

Jennifer S. Bumgarner
County Attorney

_____ Date _____

Thomas Lannon
Director of I.T. & G.I.S.

COUNTY OF PUTNAM (Landlord)

HOMELAND TOWERS, LLC (Tenant)

_____ By: MaryEllen Odell
Title: County Executive

_____ By: Manuel J. Vicente
Title: President

STATE OF NEW YORK)
)
COUNTY OF PUTNAM)

SS:

On the _____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

SITE PLAN; LEGAL DESCRIPTION OF LEASED PREMISES AND DESIGNATED ACCESS AREA

SITE PLAN: See Attached.

LEGAL DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land being a Proposed Lease Area situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Lease Area, through the lands of Putnam County (L 1903, P 263), the following five courses and distances:

- 1) North 90°00'00" West 77.80 feet along the northerly bounds of a Proposed Access Easement;
- 2) North 00°00'00" West 19.95 feet;
- 3) North 43°02'02" East 20.47 feet;
- 4) North 90°00'00" East 63.83 feet;
- 5) South 00°00'00" East 34.91 feet along the easterly bounds of a Proposed Access Easement

to the point of beginning. Having an area of 2611.35 square feet, or 0.060 acres of land.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

DESIGNATED ACCESS ROUTE:

All that tract or parcel of land being a Proposed Access Easement situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Access Easement, through the lands of Putnam County (L 1903, P 263), the following thirty courses and distances:

- 1) North 00°00'00" West 34.91 feet along the easterly bounds of a Proposed Lease Area;

- 2) North $90^{\circ}00'00''$ East 20.00 feet;
- 3) South $00^{\circ}00'00''$ East 30.14 feet;
- 4) South $26^{\circ}50'52''$ East 41.26 feet;
- 5) South $00^{\circ}00'00''$ East 84.64 feet;
- 6) South $12^{\circ}11'45''$ East 66.94 feet;
- 7) South $89^{\circ}43'14''$ East 32.02 feet;
- 8) North $89^{\circ}00'03''$ East 50.56 feet;
- 9) North $83^{\circ}51'59''$ East 158.55 feet;
- 10) North $79^{\circ}22'14''$ East 70.82 feet;
- 11) North $76^{\circ}52'09''$ East 68.75 feet;
- 12) North $75^{\circ}07'10''$ East 49.73 feet;
- 13) on a curve to the right, having a radius of 460.00', an arc length of 196.02', and a delta angle of $24^{\circ}24'55''$;
- 14) South $80^{\circ}27'55''$ East 142.07 feet;
- 15) South $81^{\circ}12'58''$ East 108.14 feet;
- 16) South $79^{\circ}06'03''$ East 79.26 feet to a point on the westerly bounds of Hill Street;
- 17) South $29^{\circ}10'31''$ West 21.06 feet along the westerly bounds of Hill Street;
- 18) North $79^{\circ}06'03''$ West 72.29 feet
- 19) North $81^{\circ}12'58''$ West 107.90 feet;
- 20) North $80^{\circ}27'55''$ West 142.20 feet;
- 21) thence with a curve to the left, having a radius of 440.00', an arc length of 187.50', and a delta angle of $24^{\circ}24'55''$;
- 22) South $75^{\circ}07'10''$ West 50.03 feet;
- 23) South $76^{\circ}52'09''$ West 69.49 feet;
- 24) South $79^{\circ}22'14''$ West 72.04 feet;
- 25) South $83^{\circ}51'59''$ West 160.24 feet;
- 26) South $89^{\circ}00'03''$ West 51.68 feet;

- 27) North 89°43'14" West 48.31 feet;
- 28) North 12°11'45" West 85.13 feet;
- 29) North 00°00'00" West 82.00 feet;
- 30) North 26°50'52" West 41.26 feet;
- 31) North 26°50'52" West 18.84 feet;
- 32) North 90°00'00" West 87.92 feet;
- 33) North 00°00'00" West 20.00 feet;
- 34) North 90°00'00" East 77.80 feet; along the southerly bounds of a Proposed Lease Area

to the point of beginning. Having an area of 25495.69 square feet, or 0.585 acres of land more or less.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.



NOTES:
 1. SITE LAYOUT IS PRELIMINARY AND SUBJECT TO REVIEW/APPROVAL BY OWNER.
 2. EXISTING SITE FEATURES ARE BASED ON PUTNAM COUNTY GIS MAPPING AND SUBJECT TO A CURRENT BOUNDARY & TOPOGRAPHICAL SURVEY AS REQ'D. THE LEASE SIZE & SHAPE MAY CHANGE SLIGHTLY PENDING THE SITE SURVEY.

LEGEND:
 → SITE ACCESS

1
L-1
SITE LAYOUT
 Scale: 1"=100'

APPROXIMATE NORTH

PARCEL ID: 64.14-1-8
TOWER COORDINATES: (FROM GOOGLE EARTH) LAT.: 41° 23' 09.10" N
 LNG.: 73° 45' 50.15" W
GROUND ELEVATION: (FROM GOOGLE EARTH) 728± A.M.S.L.



Homeland Towers, LLC
 9 Harmony Street, 2nd Floor
 Danbury, CT 06816

On Air Engineering, LLC
 88 Foundry Road
 Cold Spring, NY 10516
 201-456-4624
 onair@onair.com

SUBMITTALS		
0	09/22	REVIEW
1	09/23	REVIEW FOR CLIENT COMMENTS
NO.	DATE	DESCRIPTION

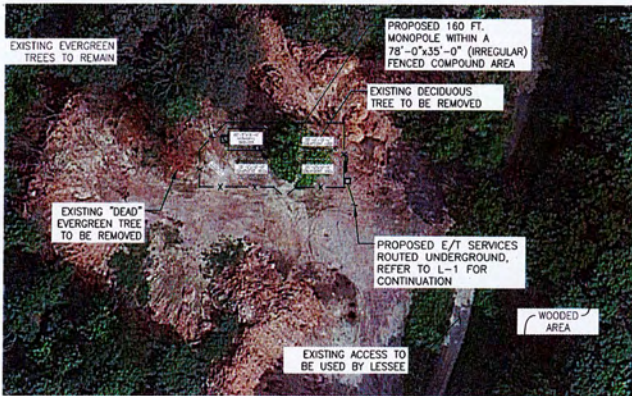
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 NY187B

SITE NAME:
 MAHOPAC AIRPORT

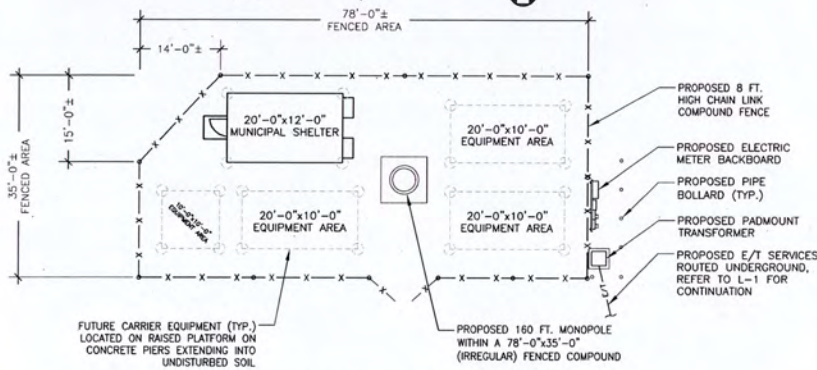
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 161 HILL ST./AIRPORT RD.
 MAHOPAC, NY 10541
 TOWN OF CARMEL

SHEET TITLE:
 SITE LAYOUT

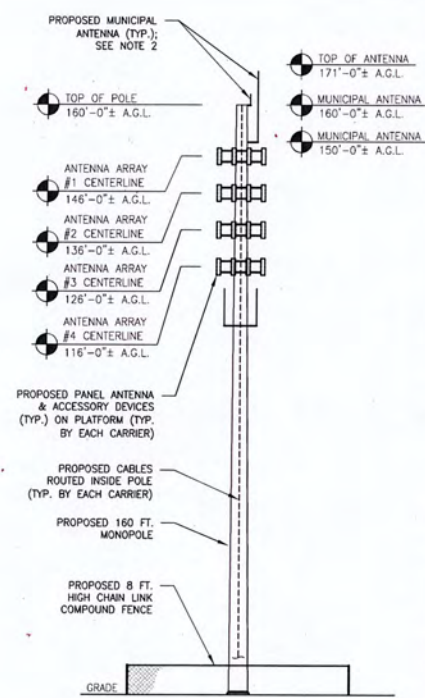
SHEET NUMBER:
 L-1



1 AERIAL/COMPOUND PLAN
Scale: 1" = 50'
APPROXIMATE NORTH



2 COMPOUND PLAN
Scale: 1/16" = 1'-0"
APPROXIMATE NORTH



3 ELEVATION
Scale: 1" = 25'

NOTE:
1. LEASE AREA, INCLUDING EQUIPMENT LOCATIONS & LAYOUT, ETC. ARE SUBJECT TO CHANGE BASED ON FUTURE TENANT REQUIREMENTS. CABLE BRIDGES NOT SHOWN.
2. MUNICIPAL ANTENNA HEIGHTS ARE PRELIMINARY. TOP 10 FT. OF TOWER IS RESERVED FOR MUNICIPALITY.



HOMELAND TOWERS
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06816

On Air Engineering, LLC
88 Foundry Road Blvd
Cold Spring, NY 10516
201-456-4624
www.onair.com

SUBMITTALS	
NO.	DATE
1	2011.03.01
2	2011.03.01
3	2011.03.01
4	2011.03.01
5	2011.03.01
6	2011.03.01
7	2011.03.01
8	2011.03.01
9	2011.03.01
10	2011.03.01

SITE NUMBER
NY187B

SITE NAME
MAHOPAC AIRPORT

SITE ADDRESS
**161 HILL ST./AIRPORT RD.
MAHOPAC, NY 10541
TOWN OF CARMEL**

SHEET TITLE
**AERIAL/COMPOUND
PLANS & ELEVATION**

SHEET NUMBER
L-2

EXHIBIT "B"
FORM OF MEMORANDUM OF LEASE

[SEE ATTACHED.]

RECORDING REQUESTED BY:

Homeland Towers, LLC
22 Shelter Rock Lane, Building C
Danbury, CT 06810

Record and Return to:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, OH 44311

Tax ID/Parcel No.: 64.14-1-8

(space above for Recorder's use only)

MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 202_ by and between the COUNTY OF PUTNAM, a New York municipal corporation ("Landlord") and HOMELAND TOWERS, LLC, a New York limited liability company ("Tenant"), is a record of that certain Wireless Communications Site Lease Agreement ("Lease") between Landlord and Tenant dated as of _____, 202_. The Lease contains, among other things, the following terms:

1. Description of Property. The Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date set forth in Section 3 of the Lease. Tenant has the right to extend the term of the Lease for six (6) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Quiet Enjoyment; Exclusive Use for Communications Purposes. Pursuant to the Lease, Tenant has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users except that Landlord may develop wireless telecommunication on the Property for its own use. Pursuant to the Lease, Landlord shall not grant a lease, sublease, license, or other right to use the Premises located at the Property to any other person or entity for the operation of collocation wireless telecommunications facilities for use by third parties.

4. Subletting. Tenant has the right, subject to the terms of the Lease Agreement, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.
5. Prohibition on Transfer of Landlord's Interest. The Lease limits Landlord's ability to transfer its interest in this Lease, whether in whole or in part, except in connection with a conveyance of its right, title, and interest in and to the Property.
6. Release of Deed Restrictions. Pursuant to its rights under the following deeds recorded in the Official Records of Putnam County, New York, Landlord hereby agrees that the Premises are hereby released from the restrictions limiting the use thereof as a golf course or other residential property: (i) deed recorded on July 13, 1955 at Book 462, Page 435, (ii) deed recorded on May 12, 1958 at Book 501, Page 461, and (iii) deed recorded on November 30, 1959 at Book 524, Page 483.
7. Limited Power of Attorney. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Tenant will, upon Landlord's written request therefore, execute and deliver to the Landlord an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Wireless Communications Site Lease Agreement as of the date first above written.

County of Putnam
a New York municipal corporation __
("Landlord")

Signed, sealed and delivered in the presence
of:

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____ of _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Wireless Communications Site Lease Agreement as of the date first above written.

Homeland Towers LLC a New York limited liability company
("Tenant")

Signed, sealed and delivered in the presence
of:

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**EXHIBIT "A" TO MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE
AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

Property:

SITUATED IN THE TOWN OF CARMEL, COUNTY OF PUTNAM AND STATE OF NEW YORK:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HILL STREET, WHERE THE SAME IS INTERSECTED BY THE NORTHERLY LINE OF HILL CEMETERY;

THENCE RUNNING ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINE OF SAID HILL CEMETERY THE FOLLOWING COURSES AND DISTANCES:

NORTH 61 DEGREES 30 MINUTES 25 SECONDS WEST 82.46 FEET;
SOUTH 34 DEGREES 21 MINUTES 55 SECONDS WEST 117.83 FEET AND;
SOUTH 62 DEGREES 46 MINUTES 15 SECONDS EAST 74.51 FEET TO A POINT ON THE WESTERLY LINE OF HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID WESTERLY LINE OF HILL STREET, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 30 DEGREES 20 MINUTES 15 SECONDS WEST 180.73 FEET;
SOUTH 28 DEGREES 57 MINUTES 15 SECONDS WEST 100.55 FEET;
NORTH 64 DEGREES 05 MINUTES 05 SECONDS WEST 12.50 FEET AND
SOUTH 25 DEGREES 54 MINUTES 55 SECONDS WEST 64.15 FEET TO THE NORTHERLY LINE OF LANDS SHOWN ON A MAP ENTITLED "SUBDIVISION MAP OF RED MILLS NORTH", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON NOVEMBER 9, 1965, AS MAP NO. 974C:

THENCE TURNING AND RUNNING ALONG THE NORTHERLY AND WESTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO., 974C, THE FOLLOWING COURSES AND DISTANCES:

NORTH 64 DEGREES 05 MINUTES 05 SECONDS WEST 210.00 FEET;
SOUTH 18 DEGREES 38 MINUTES 48 SECONDS WEST 40.00 FEET;
SOUTH 87 DEGREES 50 MINUTES 21 SECONDS WEST 251.61 FEET;
NORTH 82 DEGREES 42 MINUTES 45 SECONDS WEST 400.00 FEET;
SOUTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 253.86 FEET;
SOUTH 82 DEGREES 42 MINUTES 45 SECONDS EAST 61.36 FEET AND
SOUTH 07 DEGREES 17 MINUTES 15 SECONDS WEST 203.15 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT PREPARED FOR WALLACE AND GRACE BARRETT", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON SEPTEMBER 9, 1971, AS MAP NO. 1241;

THENCE TURNING AND RUNNING ALONG THE NORTHERLY AND WESTERLY LINE OF LAND AS SHOWN ON SAID MAP NO. 1241;

NORTH 82 DEGREES 30 MINUTES 05 SECONDS WEST 141.45 FEET AND
SOUTH 14 DEGREES 45 MINUTES 20 SECONDS WEST 432.17 FEET TO LANDS SHOWN ON A MAP ENTITLED, "MAP OF RED MILLS I", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON APRIL 15, 1963 AS MAP NO. 974;

THENCE RUNNING ALONG THE WESTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO. 974, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 05 DEGREES 45 MINUTES 35 SECONDS EAST 334.67 FEET;
SOUTH 63 DEGREES 46 MINUTES 25 SECONDS EAST 20.00 FEET;
SOUTH 09 DEGREES 36 MINUTES 15 SECONDS EAST 108.99 FEET;
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 115.00 FEET;
SOUTH 58 DEGREES 31 MINUTES 15 SECONDS EAST 130.00 FEET;
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 50.00 FEET;
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 85.00 FEET;

SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 190.00 FEET;
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 110.00 FEET;

SOUTH 20 DEGREES 10 MINUTES 05 SECONDS WEST 101.98 FEET;
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 520.00 FEET;
SOUTH 05 DEGREES 56 MINUTES 55 SECONDS WEST 273.03 FEET AND
SOUTH 24 DEGREES 31 MINUTES 15 SECONDS EAST 100.00 FEET TO LAND SHOWN ON A MAP ENTITLED,
"MAP OF RED MILLS II", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND
RECORDS, ON JUNE 16, 1965, AS MAP NO. 974B;

THENCE TURNING AND RUNNING ALONG THE NORTHERLY LINE OF LANDS AS SHOWN ON SAID MAP NO.
974B, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 200.00 FEET;
SOUTH 24 DEGREES 31 MINUTES 15 SECONDS EAST 177.00 FEET;
SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 50.00 FEET;
NORTH 24 DEGREES 31 MINUTES 15 SECONDS WEST 177.00 FEET;
SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 200.00 FEET;
NORTH 30 DEGREES 03 MINUTES 15 SECONDS WEST 310.14 FEET;
NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 288.52 FEET;
NORTH 31 DEGREES 28 MINUTES 45 SECONDS EAST 468.52 FEET AND
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 200.00 FEET TO THE EASTERLY TERMINUS OF RED
MILLS ROAD, AS SHOWN ON SAID MAP NO. 974B;

THENCE RUNNING ALONG SAME, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.00 FEET AND A
CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 30 SECONDS, A DISTANCE OF 273.62 FEET TO A POINT OF
TANGENCY;

THENCE CONTINUING ALONG SAID RED MILLS ROAD AND ALSO CONTINUING ALONG THE NORTHERLY
LINE OF SAID MAP NO. 974B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29 DEGREES 42 MINUTES 45 SECONDS EAST 38.08 FEET;
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 187.05 FEET;
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 304.69 FEET AND
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 93.01 FEET TO A POINT ON THE EASTERLY LINE OF
LANDS SHOWN ON A MAP ENTITLED "RICHSTONE ESTATES", SAID MAP FILED IN THE PUTNAM COUNTY
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JULY 15, 1985, AS MAP NO. 2059;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LANDS SHOWN ON SAID MAP NO.
2059, THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 115.53 FEET;
NORTH 04 DEGREES 18 MINUTES 15 SECONDS EAST 102.10 FEET;
NORTH 06 DEGREES 30 MINUTES 15 SECONDS EAST 165.10 FEET;
NORTH 89 DEGREES 08 MINUTES 35 SECONDS WEST 35.44 FEET; AND
NORTH 77 DEGREES 03 MINUTES 04 SECONDS WEST 172.51 FEET TO A POINT ON THE EASTERLY LINE OF
LANDS SHOWN ON A MAP ENTITLED "MAP OF LAKEWOOD", SAID MAP FILED IN THE PUTNAM COUNTY
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JUNE 15, 1960, AS MAP NO. 883;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO.
883 THE FOLLOWING COURSES AND DISTANCES:

NORTH 11 DEGREES 52 MINUTES 45 SECONDS EAST 225.00 FEET;
NORTH 76 DEGREES 43 MINUTES 25 SECONDS WEST 100.00 FEET; AND
NORTH 11 DEGREES 52 MINUTES 45 SECONDS EAST 54.55 FEET TO A POINT ON THE SOUTHERLY LINE OF
BEACH ROAD;

THENCE RUNNING ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINE OF SAID BEACH ROAD,
THE FOLLOWING COURSES AND DISTANCES, RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS
OF 200.00 FEET A CENTRAL ANGLE OF 04 DEGREES 14 MINUTES 13 SECONDS, A DISTANCE OF 14.79 FEET
TO A POINT; THENCE NORTH 02 DEGREES 16 MINUTES 15 SECONDS EAST 50.00 FEET;

THENCE RUNNING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DISTANCE OF
30.33 FEET TO A POINT ON THE WESTERLY SHORE OF LAKE MACGREGOR;

THENCE CONTINUING ALONG THE EASTERLY LINE OF LAND AS SHOWN ON MAP 883 AND ALSO RUNNING
ALONG THE WESTERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES AND DISTANCES:

NORTH 06 DEGREES 43 MINUTES 00 SECONDS EAST 123.46 FEET;
NORTH 12 DEGREES 29 MINUTES 00 SECONDS EAST 77.40 FEET;

NORTH 13 DEGREES 01 MINUTES 35 SECONDS EAST 52.29 FEET;
NORTH 29 DEGREES 27 MINUTES 00 SECONDS EAST 57.90 FEET;
NORTH 11 DEGREES 22 MINUTES 45 SECONDS EAST 100.60 FEET;
NORTH 13 DEGREES 37 MINUTES 55 SECONDS EAST 101.12 FEET;
NORTH 05 DEGREES 31 MINUTES 10 SECONDS EAST 19.28 FEET;
NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST 37.10 FEET;
NORTH 05 DEGREES 17 MINUTES 00 SECONDS EAST 44.00 FEET;
NORTH 03 DEGREES 34 MINUTES 10 SECONDS WEST 101.15 FEET;
NORTH 11 DEGREES 33 MINUTES 00 SECONDS WEST 48.73 FEET; AND
NORTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 35.60 FEET TO LANDS SHOWN ON A MAP ENTITLED,
"MAP OF SECTION 1 OF LAKE MACGREGOR", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE,
DIVISION OF LAND RECORDS, ON AUGUST 21, 1957, AS MAP NO. 820;

THENCE RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820, AND ALSO
RUNNING ALONG THE WESTERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES AND
DISTANCES:

NORTH 09 DEGREES 11 MINUTES 30 SECONDS EAST 18.04 FEET;
NORTH 20 DEGREES 33 MINUTES 00 SECONDS EAST 68.40 FEET;
NORTH 13 DEGREES 40 MINUTES 00 SECONDS EAST 21.00 FEET;
NORTH 13 DEGREES 54 MINUTES 20 SECONDS EAST 50.07 FEET;
NORTH 07 DEGREES 09 MINUTES 00 SECONDS EAST 61.60 FEET;
NORTH 27 DEGREES 31 MINUTES 00 SECONDS EAST 22.37 FEET;
NORTH 08 DEGREES 50 MINUTES 00 SECONDS EAST 45.60 FEET;
NORTH 02 DEGREES 52 MINUTES 00 SECONDS EAST 20.00 FEET;
NORTH 19 DEGREES 05 MINUTES 00 SECONDS WEST 15.10 FEET;
NORTH 00 DEGREES 25 MINUTES 10 SECONDS WEST 11.71 FEET;
NORTH 62 DEGREES 01 MINUTES 00 SECONDS EAST 17.00 FEET;
NORTH 12 DEGREES 45 MINUTES 00 SECONDS EAST 54.40 FEET;
NORTH 03 DEGREES 58 MINUTES 00 SECONDS WEST 24.50 FEET;
NORTH 09 DEGREES 08 MINUTES 20 SECONDS WEST 46.11 FEET;
NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST 56.90 FEET;
NORTH 14 DEGREES 49 MINUTES 35 SECONDS EAST 35.30 FEET;
NORTH 25 DEGREES 18 MINUTES 00 SECONDS EAST 60.80 FEET;
NORTH 21 DEGREES 00 MINUTES 00 SECONDS EAST 30.20 FEET;
NORTH 15 DEGREES 26 MINUTES 00 SECONDS EAST 28.92 FEET;
NORTH 03 DEGREES 59 MINUTES 00 SECONDS EAST 81.80 FEET;
NORTH 17 DEGREES 06 MINUTES 35 SECONDS EAST 40.15 FEET AND
NORTH 02 DEGREES 48 MINUTES 50 SECONDS EAST 54.24 FEET TO LANDS SHOWN ON A MAP ENTITLED
"MAP OF SECTION 2 OF LAKE MACGREGOR", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE,
DIVISION OF LAND RECORDS, ON MARCH 8, 1960, AS MAP NO. 820B;

THENCE RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820B AND ALSO
ALONG THE WESTERLY AND NORTHERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES
AND DISTANCES:

NORTH 03 DEGREES 44 MINUTES 50 SECONDS WEST 40.86 FEET;
NORTH 08 DEGREES 09 MINUTES 00 SECONDS EAST 35.40 FEET;
NORTH 26 DEGREES 33 MINUTES 00 SECONDS EAST 24.60 FEET;
NORTH 57 DEGREES 36 MINUTES 00 SECONDS EAST 107.60 FEET;
NORTH 54 DEGREES 21 MINUTES 10 SECONDS EAST 38.34 FEET;
NORTH 38 DEGREES 05 MINUTES 00 SECONDS EAST 47.00 FEET;
NORTH 28 DEGREES 30 MINUTES 00 SECONDS EAST 79.60 FEET;
NORTH 22 DEGREES 12 MINUTES 00 SECONDS EAST 36.50 FEET;
NORTH 22 DEGREES 39 MINUTES 10 SECONDS EAST 57.66 FEET;
NORTH 31 DEGREES 02 MINUTES 00 SECONDS EAST 27.89 FEET;
NORTH 53 DEGREES 28 MINUTES 00 SECONDS EAST 82.60 FEET;
NORTH 76 DEGREES 56 MINUTES 30 SECONDS EAST 17.06 FEET;
SOUTH 56 DEGREES 55 MINUTES 00 SECONDS EAST 73.40 FEET;
SOUTH 69 DEGREES 25 MINUTES 10 SECONDS EAST 19.79 FEET;
SOUTH 84 DEGREES 00 MINUTES 00 SECONDS EAST 38.20 FEET; AND
SOUTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 53.50 FEET TO A POINT;

THENCE LEAVING THE NORTHERLY SHORE OF LAKE MACGREGOR, AND CONTINUING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820B NORTH 15 DEGREES 04 MINUTES 15 SECONDS EAST 345.00 FEET TO A POINT ON THE SOUTHERLY LINE OF MACGREGOR DRIVE;

THENCE RUNNING ALONG SAID SOUTHERLY LINE OF MACGREGOR DRIVE, AND ALSO ALONG THE SOUTHERLY AND EASTERLY LINE OF LANDS AS SHOWN ON A MAP ENTITLED "SUBDIVISION MAP OF SECTION 3 OF LAKE MACGREGOR" SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON NOVEMBER 9, 1965, AS MAP NO. 820C, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 72 DEGREES 35 MINUTES 35 SECONDS EAST 12.55 FEET TO A POINT OF CURVE;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A DISTANCE OF 125.17 FEET;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 36.14 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16 DEGREES 23 MINUTES 35 SECONDS EAST 56.97 FEET TO A POINT OF CURVE;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A DISTANCE OF 48.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 23 MINUTES 35 SECONDS EAST 81.71 FEET; NORTH 80 DEGREES 36 MINUTES 25 SECONDS EAST 175.00 FEET; SOUTH 60 DEGREES 23 MINUTES 35 SECONDS EAST 100.00 FEET AND NORTH 29 DEGREES 36 MINUTES 25 SECONDS EAST 657.59 FEET; NORTH 71 DEGREES 46 MINUTES 55 SECONDS WEST 100.00 FEET; NORTH 69 DEGREES 22 MINUTES 05 SECONDS WEST 150.55 FEET; NORTH 43 DEGREES 51 MINUTES 10 SECONDS EAST 54.55 FEET; NORTH 65 DEGREES 30 MINUTES 25 SECONDS WEST 244.01 FEET AND NORTH 67 DEGREES 17 MINUTES 08 SECONDS WEST 616.34 FEET TO A POINT ON THE EASTERLY LINE OF HATFIELD ROAD;

THENCE RUNNING ALONG THE NORTHERLY TERMINUS OF SAID HATFIELD ROAD, AND ALSO ALONG LANDS NOW OR FORMERLY BELONGING TO ERIC GRAYSON AND NANCY KEAR JOHNSON NORTH 67 DEGREES 18 MINUTES 15 SECONDS WEST 276.91 FEET TO LANDS NOW OR FORMERLY BELONGING TO RONALD G. JEDLICKS;

THENCE RUNNING ALONG SAID LANDS OF JEDLICKS, THE FOLLOWING COURSES AND DISTANCES: NORTH 67 DEGREES 25 MINUTES 10 SECONDS WEST 211.14 FEET; NORTH 66 DEGREES 13 MINUTES 30 SECONDS WEST 196.31 FEET; NORTH 68 DEGREES 35 MINUTES 30 SECONDS WEST 245.18 FEET AND NORTH 67 DEGREES 10 MINUTES 20 SECONDS WEST 251.53 FEET TO LANDS NOW OR FORMERLY BELONGING TO URIEL B. AND CLEMMIE G. WISHART;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF WISHART; NORTH 23 DEGREES 03 MINUTES 44 SECONDS EAST 460.07 FEET AND NORTH 68 DEGREES 09 MINUTES 29 SECONDS WEST 183.86 FEET TO A POINT ON THE EASTERLY LINE OF AUSTIN ROAD;

THENCE TURNING AND RUNNING ALONG SAID EASTERLY LINE OF AUSTIN ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 23 DEGREES 00 MINUTES 30 SECONDS EAST 21.93 FEET;
NORTH 17 DEGREES 51 MINUTES 00 SECONDS EAST 47.91 FEET;
NORTH 21 DEGREES 59 MINUTES 00 SECONDS EAST 79.60 FEET;
SOUTH 68 DEGREES 01 MINUTES 00 SECONDS EAST 0.60 FEET;
NORTH 25 DEGREES 00 MINUTES 30 SECONDS EAST 72.48 FEET;
NORTH 27 DEGREES 35 MINUTES 20 SECONDS EAST 70.11 FEET;
NORTH 36 DEGREES 13 MINUTES 15 SECONDS EAST 35.03 FEET;
NORTH 36 DEGREES 48 MINUTES 35 SECONDS EAST 39.91 FEET;
NORTH 58 DEGREES 26 MINUTES 10 SECONDS WEST 1.00 FOOT;

NORTH 31 DEGREES 33 MINUTES 50 SECONDS EAST 91.66 FEET;
NORTH 23 DEGREES 55 MINUTES 15 SECONDS EAST 43.64 FEET;
NORTH 19 DEGREES 56 MINUTES 10 SECONDS EAST 44.00 FEET AND
NORTH 25 DEGREES 19 MINUTES 00 SECONDS EAST 19.22 FEET TO LANDS NOW OR FORMERLY
BELONGING TO CENTRAL SCHOOL DISTRICT NO. 1;

THENCE TURNING AND RUNNING ALONG SAID LANDS THE FOLLOWING COURSES AND DISTANCES:
SOUTH 71 DEGREES 57 MINUTES 40 SECONDS EAST 921.10 FEET;
NORTH 18 DEGREES 42 MINUTES 00 SECONDS EAST 298.55 FEET;
SOUTH 67 DEGREES 15 MINUTES 50 SECONDS EAST 59.38 FEET;
SOUTH 55 DEGREES 38 MINUTES 40 SECONDS EAST 62.69 FEET;
NORTH 14 DEGREES 32 MINUTES 55 SECONDS EAST 513.81 FEET AND
NORTH 13 DEGREES 35 MINUTES 30 SECONDS EAST 68.28 FEET TO LANDS NOW OR FORMERLY
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP.

THENCE TURNING AND RUNNING ALONG SAID LANDS OF CENTRAL HUDSON GAS AND ELECTRIC CORP.,
THE FOLLOWING COURSES AND DISTANCES:
SOUTH 68 DEGREES 47 MINUTES 49 SECONDS EAST 141.44 FEET;
SOUTH 58 DEGREES 16 MINUTES 01 SECONDS EAST 1018.50 FEET;
SOUTH 19 DEGREES 20 MINUTES 37 SECONDS WEST 1077.04 FEET;
SOUTH 18 DEGREES 32 MINUTES 36 SECONDS WEST 295.98 FEET;
SOUTH 05 DEGREES 14 MINUTES 40 SECONDS EAST 86.77 FEET;
NORTH 19 DEGREES 59 MINUTES 45 SECONDS EAST 267.68 FEET;
NORTH 15 DEGREES 35 MINUTES 00 SECONDS EAST 35.54 FEET;

NORTH 17 DEGREES 25 MINUTES 50 SECONDS EAST 40.42 FEET;
NORTH 11 DEGREES 02 MINUTES 05 SECONDS EAST 31.86 FEET;
SOUTH 81 DEGREES 35 MINUTES 10 SECONDS EAST 3.90 FEET;
NORTH 18 DEGREES 39 MINUTES 30 SECONDS EAST 316.88 FEET AND
NORTH 20 DEGREES 39 MINUTES 10 SECONDS EAST 152.09 FEET TO LANDS NOW OR FORMERLY
BELONGING TO THE COUNTY OF PUTNAM;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF THE COUNTY OF PUTNAM, THE FOLLOWING
COURSES AND DISTANCES:
SOUTH 69 DEGREES 33 MINUTES 30 SECONDS EAST 209.07 FEET;
NORTH 19 DEGREES 07 MINUTES 50 SECONDS EAST 211.64 FEET AND
NORTH 70 DEGREES 01 MINUTES 15 SECONDS WEST 210.80 FEET TO LANDS NOW OR FORMERLY
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP.;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF CENTRAL HUDSON GAS AND ELECTRIC CORP.,
THE FOLLOWING COURSES AND DISTANCES:
NORTH 19 DEGREES 44 MINUTES 20 SECONDS EAST 163.38 FEET;
NORTH 18 DEGREES 30 MINUTES 00 SECONDS EAST 154.78 FEET AND
NORTH 19 DEGREES 26 MINUTES 27 SECONDS EAST 107.23 FEET TO LANDS NOW OR FORMERLY
BELONGING TO KINGS POND CONDOMINIUM;

THENCE RUNNING ALONG SAID LANDS OF KING POND CONDOMINIUM, THE FOLLOWING COURSES AND
DISTANCES:
NORTH 17 DEGREES 52 MINUTES 20 SECONDS EAST 186.28 FEET;
NORTH 21 DEGREES 26 MINUTES 00 SECONDS EAST 218.40 FEET;
SOUTH 60 DEGREES 18 MINUTES 20 SECONDS EAST 162.42 FEET;
SOUTH 64 DEGREES 31 MINUTES 55 SECONDS EAST 40.50 FEET;
SOUTH 62 DEGREES 33 MINUTES 35 SECONDS EAST 83.60 FEET;
NORTH 30 DEGREES 32 MINUTES 00 SECONDS EAST 369.27 FEET;
NORTH 30 DEGREES 13 MINUTES 00 SECONDS EAST 91.94 FEET;
NORTH 30 DEGREES 00 MINUTES 50 SECONDS EAST 87.14 FEET TO LANDS NOW OR FORMERLY
BELONGING TO WILLIAM A. & VIVIAN MACMILLAN;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MACMILLAN THE FOLLOWING COURSES AND
DISTANCES:
SOUTH 59 DEGREES 38 MINUTES 40 SECONDS EAST 406.49 FEET;

SOUTH 72 DEGREES 31 MINUTES 15 SECONDS EAST 334.73 FEET AND
NORTH 15 DEGREES 56 MINUTES 50 SECONDS EAST 150.05 FEET TO LANDS NOW OR FORMERLY
BELONGING TO RAFAEL III AND ROBERT E. BRACHE;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF BRACHE, THE FOLLOWING COURSES AND
DISTANCES:

SOUTH 88 DEGREES 59 MINUTES 10 SECONDS EAST 218.72 FEET;
NORTH 05 DEGREES 52 MINUTES 50 SECONDS EAST 38.62 FEET;
NORTH 42 DEGREES 15 MINUTES 55 SECONDS WEST 191.90 FEET;
NORTH 72 DEGREES 31 MINUTES 15 SECONDS WEST 72.49 FEET;
SOUTH 44 DEGREES 44 MINUTES 25 SECONDS WEST 221.05 FEET TO LANDS NOW OR FORMERLY
BELONGING TO WILLIAM A. AND VIVIAN MACMILLAN;

THENCE RUNNING ALONG SAID LANDS OF MACMILLAN;
NORTH 72 DEGREES 31 MINUTES 15 SECONDS WEST 176.28 FEET AND

NORTH 59 DEGREES 38 MINUTES 40 SECONDS WEST 388.02 FEET TO LANDS NOW OR FORMERLY
BELONGING TO KINGS POND CONDOMINIUM;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF KINGS POND CONDOMINIUM, THE FOLLOWING
COURSES AND DISTANCES:

NORTH 31 DEGREES 43 MINUTES 10 SECONDS EAST 55.51 FEET;
NORTH 33 DEGREES 16 MINUTES 20 SECONDS EAST 100.44 FEET;
NORTH 32 DEGREES 57 MINUTES 40 SECONDS EAST 99.39 FEET;
NORTH 32 DEGREES 52 MINUTES 35 SECONDS EAST 84.36 FEET AND
NORTH 31 DEGREES 47 MINUTES 05 SECONDS EAST 88.55 FEET TO LANDS NOW OR FORMERLY
BELONGING TO CHRISTIAN AND JOHN STUCKART;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF STUCKART, AND ALSO ALONG LANDS NOW OR
FORMERLY BELONGING TO WINIFRED W. LUNNING, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 62 DEGREES 07 MINUTES 40 SECONDS EAST 108.15 FEET;
SOUTH 69 DEGREES 02 MINUTES 15 SECONDS EAST 41.37 FEET;
SOUTH 71 DEGREES 09 MINUTES 55 SECONDS EAST 131.42 FEET AND SOUTH 70 DEGREES 39 MINUTES
30 SECONDS EAST 130.63 FEET TO LANDS NOW OR FORMERLY BELONGING TO MILDRED RICHARDS;

THENCE RUNNING ALONG SAID LANDS OF RICHARDS:

SOUTH 70 DEGREES 51 MINUTES 00 SECONDS EAST 142.94 FEET AND
NORTH 83 DEGREES 46 MINUTES 50 SECONDS EAST 347.97 FEET TO LANDS NOW OR FORMERLY
BELONGING TO RUDOLPH W. AND ARLENE J. ANGELMAIER;

THENCE RUNNING ALONG SAID LANDS OF ANGELMAIER SOUTH 89 DEGREES 50 MINUTES 10 SECONDS
EAST 76.59 FEET TO LANDS NOW OR FORMERLY BELONGING TO RICHARD F. AND JACQUELINE J.
MARKERT;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MARKERT:

SOUTH 07 DEGREES 02 MINUTES 20 SECONDS EAST 160.64 FEET AND
SOUTH 71 DEGREES 55 MINUTES 30 SECONDS EAST 200.00 FEET TO A POINT ON THE WESTERLY LINE OF
HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID WESTERLY LINE OF HILL STREET, THE FOLLOWING
COURSES AND DISTANCES:

SOUTH 14 DEGREES 38 MINUTES 35 SECONDS WEST 49.32 FEET;
SOUTH 16 DEGREES 08 MINUTES 10 SECONDS WEST 56.36 FEET;
SOUTH 13 DEGREES 18 MINUTES 50 SECONDS WEST 99.54 FEET;
SOUTH 14 DEGREES 14 MINUTES 35 SECONDS WEST 84.92 FEET;
SOUTH 11 DEGREES 37 MINUTES 20 SECONDS WEST 114.06 FEET;
SOUTH 08 DEGREES 59 MINUTES 35 SECONDS WEST 99.42 FEET;
SOUTH 12 DEGREES 17 MINUTES 45 SECONDS WEST 40.50 FEET;
SOUTH 05 DEGREES 43 MINUTES 10 SECONDS WEST 34.18 FEET;
SOUTH 15 DEGREES 19 MINUTES 25 SECONDS WEST 92.09 FEET;
SOUTH 03 DEGREES 49 MINUTES 35 SECONDS WEST 33.30 FEET;

SOUTH 02 DEGREES 33 MINUTES 55 SECONDS EAST 76.93 FEET AND
SOUTH 04 DEGREES 26 MINUTES 50 SECONDS EAST 23.84 FEET TO LANDS NOW OR FORMERLY
BELONGING TO MATHIAS AND MARY ANN SAUTNER;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF SAUTNER, THE FOLLOWING COURSES AND
DISTANCES:

NORTH 78 DEGREES 18 MINUTES 40 SECONDS EAST 142.45 FEET;

NORTH 77 DEGREES 20 MINUTES 15 SECONDS WEST 105.38 FEET AND
SOUTH 14 DEGREES 50 MINUTES 30 SECONDS WEST 209.12 FEET TO A POINT;

THENCE CONTINUING ALONG LANDS OF SAUTNER, AND ALSO ALONG LANDS NOW OR FORMERLY
BELONGING TO NICOLAS AND DONNA PYRGOUZIS AND LANDS NOW OR FORMERLY BELONGING TO
DELMER AND GERTRUDE BENNETT;
SOUTH 18 DEGREES 55 MINUTES 30 SECONDS WEST 306.97 FEET AND SOUTH 13 DEGREES 31 MINUTES
10 SECONDS WEST 23.10 FEET TO LANDS NOW OR FORMERLY BELONGING TO GEORGE A. STOLL;

THENCE RUNNING ALONG SAID LANDS OF STOLL:

SOUTH 16 DEGREES 26 MINUTES 50 SECONDS WEST 156.97 AND
SOUTH 74 DEGREES 09 MINUTES 00 SECONDS EAST 285.66 FEET TO LANDS NOW OR FORMERLY
BELONGING TO THOMAS J. ALTIZIO;

THENCE RUNNING ALONG SAID LANDS OF ALTIZIO:

SOUTH 15 DEGREES 42 MINUTES 00 SECONDS WEST 95.03 FEET AND SOUTH 74 DEGREES 40 MINUTES 00
SECONDS EAST 175.78 FEET TO THE WESTERLY SIDE OF HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET SOUTH 08 DEGREES 45 MINUTES 40
SECONDS WEST 50.33 FEET TO LANDS NOW OR FORMERLY BELONGING TO ERNEST E. AND JOAN B.
HILL;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF HILL AND ALSO LANDS NOW OR FORMERLY
BELONGING TO L. & R. ASSOCIATES AND LANDS NOW OR FORMERLY BELONGING TO EDWARD J. AND
MARY ANN M. DICKAN:

NORTH 74 DEGREES 40 SECONDS 00 MINUTES WEST 207.14 FEET AND SOUTH 17 DEGREES 27 MINUTES
40 SECONDS WEST 326.65 FEET TO LANDS NOW OR FORMERLY BELONGING TO CHARLES V. JR. AND
PATRICIA A. MILLER;

THENCE RUNNING ALONG SAID LANDS OF MILER AND ALSO ALONG LANDS NOW OR FORMERLY
BELONGING TO BRIAN AND ELIZABETH ALEXANDER, LANDS NOW OR FORMERLY BELONGING TO JAMES
AND ANTOINETTE ROCHE, LANDS NOW OR FORMERLY BELONGING TO MURRY AND MARGARET
RAUCHER, LANDS NOW OR FORMERLY BELONGING TO EMILIO AND LILLIAN GUATTRONE, LANDS NOW OR
FORMERLY BELONGING TO JOSEPH KOLLAR AND LANDS NOW OR FORMERLY BELONGING TO EDWIN E.
AND PATRICIA CARLSON:

SOUTH 18 DEGREES 11 MINUTES 00 SECONDS WEST 752.92 FEET AND
SOUTH 67 DEGREES 13 MINUTES 00 SECONDS EAST 283.48 FEET TO THE WESTERLY SIDE OF HILL
STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET SOUTH 14 DEGREES 19 MINUTES 44
SECONDS WEST 50.55 FEET TO LANDS NOW OR FORMERLY BELONGING TO OWEN AND LESLIE
STEPHENS:

THENCE TURNING AND RUNNING ALONG SAID LANDS OF STEPHENS:

NORTH 67 DEGREES 13 MINUTES 00 SECONDS WEST 290.02 FEET AND
SOUTH 21 DEGREES 45 MINUTES 42 SECONDS WEST 184.17 FEET TO LANDS NOW OR FORMERLY
BELONGING TO BERNARD C. AND DIANE S. COWDEN:

THENCE RUNNING ALONG SAID LANDS OF COWDEN, SOUTH 22 DEGREES 04 MINUTES 36 SECONDS
WEST 138.88 FEET TO LANDS NOW OR FORMERLY BELONGING TO JOSEPH AND HELEN KOLLAR:

THENCE RUNNING ALONG SAID LANDS OF KOLLAR:

SOUTH 19 DEGREES 21 MINUTES 40 SECONDS WEST 258.67 FEET AND
SOUTH 72 DEGREES 27 MINUTES 10 SECONDS EAST 332.87 FEET TO THE WESTERLY SIDE OF HILL
STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET, THE FOLLOWING COURSES AND
DISTANCES:

SOUTH 23 DEGREES 33 MINUTES 50 SECONDS WEST 204.15 FEET;
SOUTH 31 DEGREES 49 MINUTES 40 SECONDS WEST 63.05 FEET;
SOUTH 34 DEGREES 31 MINUTES 00 SECONDS WEST 32.61 FEET;
SOUTH 38 DEGREES 34 MINUTES 10 SECONDS WEST 19.38 FEET;
SOUTH 41 DEGREES 54 MINUTES 50 SECONDS WEST 164.86 FEET;
SOUTH 42 DEGREES 46 MINUTES 10 SECONDS WEST 149.21 FEET;
SOUTH 43 DEGREES 20 MINUTES 47 SECONDS WEST 201.26 FEET;
SOUTH 42 DEGREES 42 MINUTES 55 SECONDS WEST 101.56 FEET;
SOUTH 36 DEGREES 19 MINUTES 05 SECONDS WEST 65.03 FEET AND
SOUTH 37 DEGREES 23 MINUTES 25 SECONDS WEST 94.84 FEET TO THE POINT OR PLACE OF
BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 1, A PARCEL OF LAND NOW OR FORMERLY
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF RED MILLS ROAD, WHERE THE SAME IS
INTERSECTED BY THE NORTHERLY LINE OF LOT 70, AS SHOWN ON A MAP ENTITLED "MAP OF RED MILLS
II" SAID MAP FILED IN PUTNAM COUNTY CLERK'S OFFICE OF LAND RECORDS, ON JUNE 16, 1965, AS MAP
NO. 974B;

THENCE RUNNING ALONG SAID FILED MAP NO. 974B:

NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 187.05 FEET;
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 304.69 FEET AND
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 93.01 FEET TO A POINT ON THE EASTERLY LINE OF
LANDS AS SHOWN ON A MAP ENTITLED "RICHSTONE ESTATES" SAID MAP FILED IN THE PUTNAM COUNTY
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JULY 15, 1985, AS MAP NO. 2059;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LAND AS SHOWN ON SAID FILED MAP
NO. 2059 THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 115.53 FEET;
NORTH 04 DEGREES 18 MINUTES 15 SECONDS EAST 102.10 FEET AND
NORTH 06 DEGREES 30 MINUTES 15 SECONDS EAST 165.10 FEET TO A POINT;

THENCE RUNNING THROUGH PARCEL 1:

NORTH 05 DEGREES 34 MINUTES 25 SECONDS EAST 35.55 FEET AND
SOUTH 87 DEGREES 25 MINUTES 20 SECONDS EAST 127.79 FEET TO THE POINT OR PLACE OF
BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL:

THENCE RUNNING ALONG SAID HEREIN DESCRIBED PARCEL THE FOLLOWING COURSES AND
DISTANCES:

SOUTH 87 DEGREES 25 MINUTES 20 SECONDS EAST 50.25 FEET;
SOUTH 03 DEGREES 07 MINUTES 37 SECONDS EAST 148.10 FEET;
SOUTH 86 DEGREES 52 MINUTES 23 SECONDS WEST 50.00 FEET;
NORTH 03 DEGREES 07 MINUTES 37 SECONDS WEST 153.09 FEET TO THE POINT OR PLACE OF
BEGINNING.

PARCEL 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF CARMEL,
COUNTY OF PUTNAM AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF HILL STREET, WHERE THE SAME IS INTERSECTED
WITH THE SOUTHERLY LINE OF LOT 2, AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT KNOWN AS
SIMONE PROPERTIES", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND
RECORDS, ON FEBRUARY 28, 1980, AS MAP NO. 1754;

THENCE RUNNING ALONG HILL STREET:

SOUTH 15 DEGREES 04 MINUTES 00 SECONDS WEST 347.44 FEET AND
SOUTH 12 DEGREES 23 MINUTES 25 SECONDS WEST 125.00 FEET TO THE NORTHERLY END OF A CURVE
CONNECTING THE NORTHERLY LINE OF RED MILLS ROAD TO THE WESTERLY LINE OF HILL STREET;

THENCE RUNNING ALONG SAID NORTHERLY LINE OF RED MILLS ROAD, ALONG A CURVE TO THE RIGHT,
HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 57 MINUTES 40 SECONDS AND A
DISTANCE OF 40.13 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RED MILLS ROAD, NORTH 75 DEGREES 38 MINUTES 55 SECONDS
WEST 44.76 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID RED MILLS ROAD ALONG A CURVE TO THE LEFT, HAVING A RADIUS
OF 175.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 45 MINUTES 47 SECONDS, AND A DISTANCE OF 72.58
FEET TO LANDS NOW OR FORMERLY BELONGING TO NICHOLAS J. AND ELIZABETH B. MAZZEO;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MAZZEO NORTH 25 DEGREES 31 MINUTES 25
SECONDS WEST 310.54 FEET TO A POINT ON THE EASTERLY LINE OF LANDS, AS SHOWN ON A MAP
ENTITLED "MAP OF RED MILLS I" AS FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND
RECORDS, ON APRIL 15, 1963, AS MAP NO. 974;

THENCE TURNING AND RUNNING LONG SAID LANDS, AS SHOWN ON FILED MAP NO. 974;
NORTH 31 DEGREES 28 MINUTES 45 SECONDS EAST 150.67 FEET AND
NORTH 11 DEGREES 22 MINUTES 15 SECONDS EAST 136.48 FEET TO LANDS AS SHOWN ON A MAP
ENTITLED "SUBDIVISION PLAT KNOWN AS SIMONE PROPERTIES", SAID MAP FILED IN THE PUTNAM
COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON FEBRUARY 28, 1980, AS MAP NO. 1754;

THENCE TURNING AND RUNNING ALONG SAID LANDS AS SHOWN ON MAP NO. 1754;
SOUTH 75 DEGREES 10 MINUTES 20 SECONDS EAST 184.90 FEET AND
SOUTH 73 DEGREES 40 MINUTES 25 SECONDS EAST 117.31 FEET TO THE POINT OR PLACE OF
BEGINNING.

TAX ID: 64.14-1-8

BEING THE SAME PROPERTY CONVEYED TO COUNTY OF PUTNAM, GRANTEE, FROM PUTNAM COUNTRY
CLUB ASSOCIATES, K LLC, A NEW YORK LIMITED LIABILITY COMPANY D/B/A THE COUNTRY CLUB AT LAKE
MACGREGOR, GRANTOR, BY DEED RECORDED 12/29/2003, IN BOOK 1647, PAGE 279 OF THE PUTNAM
COUNTY RECORDS.

EXHIBIT "C"

FORM OF COMMUNICATIONS SITE LICENSE AGREEMENT

[SEE ATTACHED.]

SITE NAME:
SITE NO.:

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this ___ day of _____, 201___, between **Homeland Towers, LLC**, a New York limited liability company ("LICENSOR") and **Putnam County**, a New York Municipal Corporation _____ ("LICENSEE").

1. Scope of License. Subject to the terms and conditions of this Agreement and the Master Lease (as hereinafter defined), LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment (the "Equipment") described in the attached **Exhibit "A"** at LICENSOR's communication site described in the attached **Exhibit "B"** (the "Site") at the location described in the attached **Exhibit "C"** (the "Licensed Premises").

2. Term. (a) The "Term" of this Agreement shall begin on the Master Lease's "Commencement Date," and shall be in effect for so long as the Master Lease is in effect, *provided, however*, that LICENSEE is not then in default hereunder beyond any applicable notice and cure period.

3. License Fee. (a) No license fees, rent or other charges based solely on LICENSEE's use and occupancy of the Licensed Premises shall apply during the Term of this Agreement. LICENSEE agrees that payment of other sums that become due under this Agreement shall be due and payable without the necessity of a demand or invoice from the LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE's sole cost and expense to measure LICENSEE's electric consumption.

(c) If applicable, LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE's personal property that is located within the Licensed Premises, and its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement but only to the extent that such increase results directly from LICENSEE's installation and operation of the Equipment on the Site in the manner authorized by this Agreement. LICENSOR agrees to furnish proof of any such increase to LICENSEE. To the extent applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any payments made by LICENSEE to LICENSOR hereunder.

4. Inspection of Licensed Premises. The Licensed Premises shall be provided in "AS IS" condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower that is a part of the Site (the "Tower"), as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto (the "Permitted Use"). LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities necessary for LICENSEE's use of the Licensed Premises for the Permitted Use ("Governmental Approvals").

(b) LICENSEE shall construct, and maintain the Equipment on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in the attached **Exhibit "D"** ("Installation and Maintenance Standards"). Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term:

(i) LICENSEE shall submit in writing all plans for such installation, modifications or changes for LICENSEE's written approval, such approval not to be unreasonably withheld or delayed by LICENSOR. In order to ensure LICENSEE's compliance with the provisions of this Agreement, the plans and specifications for LICENSEE's Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. LICENSEE shall require all contractors, as a condition to their engagement, (i) to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of LICENSOR and insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic's or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys' fees incurred by LICENSOR either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event that LICENSOR is charged a fee to access the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease or share, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other licensee or sub-tenants at the site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such

interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference (“Cure Period”). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE’s interference (“Future Party”) to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, *provided, however*, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE’s system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE’s utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

(c) Any dispute relating to the interpretation of this Section 6 pertaining to harmful or detrimental interference shall be interpreted and resolved in accordance with applicable FCC rules, regulations and policies.

(d) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR’s expense, provided that said relocation does not substantially change the operation of LICENSEE’s Equipment.

7. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE’s Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof. If the noticed modifications referenced in the preceding sentence are not completed within sixty (60) days following LICENSOR’s notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days’ prior written notice. Notwithstanding the foregoing, in the event of an emergency and upon notice to LICENSEE, LICENSOR shall have the right to make any necessary modifications or repairs to LICENSEE’s equipment at LICENSEE’s expense, and all sums associated therewith shall be immediately due to LICENSOR as an additional fee hereunder upon its rendering of an invoice therefore.

8. Removal of LICENSEE’s Equipment. At the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR’s equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE’s sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE’s cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action caused by or resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect caused by or resulting from LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever and agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorney's fees, asserted against LICENSOR by reason of such failure.

(d) Subject to Section 9(c) above, LICENSOR shall indemnify and hold LICENSEE harmless from any claims, demands, or causes of action for property damage or personal injuries, including any payments made under any worker's compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSOR's installation, maintenance, operation or removal of equipment that is under the exclusive control of LICENSOR, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSEE.

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

12. Insurance and Subrogation. (a) LICENSEE shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Two Million (\$2,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR:

Homeland Towers, LLC
ATTN: Manual J. Vicente
9 Harmony Street, 2nd Floor
Danbury, CT 06810
(203) 297-6345

If to LICENSEE:

Putnam County
ATTN: County Attorney
48 Gleneida Avenue
Carmel, NY 10512
(845) 808-1050

With a copy to:

Roni D. Jackson, Esq.
1800 Diagonal Road, Suite 600
Alexandria, VA 22314
(571) 366-1720

With a copy to:

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default (“Default”) under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) if either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR’s option to terminate this Agreement and to remove all of LICENSEE’s Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE’s cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE’s former space at the Licensed Premises shall relieve LICENSEE of LICENSEE’s obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

15. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such

further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR.

16. Master Lease. LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated as of _____, 202_ between _____, as landlord/lessor (the "Master Lessor") and LICENSOR, as tenant/lessee (the "Master Lease"). This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Lessor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

17. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

18. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other Federal or State agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna licensed premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises. LICENSEE shall first be notified of the necessity of such studies prior to the performance thereof, and shall have the option of removing its equipment or paying its pro rata share of such studies.

19. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the Tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period.

20. Environmental. LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree and represent that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSEE's breach of any warranty or agreement contained in this paragraph. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSOR's breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

21. **Miscellaneous.** (a) ~~In~~ INTENTIONALLY LEFT BLANK. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state where the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Communications License Agreement to be executed by their duly-authorized representatives as of the Execution Date first written above.

LICENSOR: **Homeland Towers, LLC**
a New York limited liability

By: _____
Manuel J. Vicente
President

LICENSEE: **Putnam County**
a New York municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Equipment

Site Name and Number: NY _____

EQUIPMENT DESCRIPTION/LOCATION TO BE INSERTED

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

EXHIBIT B

The Site

Site Name: **LICENSOR:** NY _____
LICENSEE: _____

The Site consists of the telecommunications tower and equipment shelter located in Putnam County, New York at:

_____, NY _____

The geodetic coordinates of the Site are:

North Latitude: ___ ° - ___ ' - ___ "

West Longitude: ___ ° - ___ ' - ___ "

EXHIBIT C

Licensed Premises¹

See attached Drawings, _ pages numbered ___ through ___, dated _____, 202_ prepared by _____

¹ The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

EXHIBIT D

Installation and Maintenance Standards

Purpose: The purpose of these Standards is to insure that the installation of all LICENSEE's Equipment at LICENSOR's tower sites meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide Licensee with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement.
- All 929/931 MHz PCP/RCC paging licensees are **REQUIRED** to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee RF equipment, other associated licensee equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR shall be contacted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.

- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via LICENSOR provided "unistrut" waveguide supports and using LICENSEE provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above LICENSEE's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to LICENSEE's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to LICENSEE's Equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical all outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE's Equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "micropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Identification:

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the LICENSEE's Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

Equipment Maintenance:

- LICENSEE shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the Site is securely locked and the premises is clean before departing the Site. At sites that are centrally monitored, LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling

and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to LICENSOR at (866) 886-8807.

Removal of Installed Equipment:

- Any or all removal of LICENSEE's Equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE's Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the Site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

Additional Fees:

- Any work not performed or performed incorrectly by LICENSEE shall be corrected in a timely manner by LICENSEE at its sole cost and expense after notification by LICENSOR.
- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the LICENSEE for all costs associated with that action.

EXHIBIT "D"

PLANS AND SPECIFICATIONS

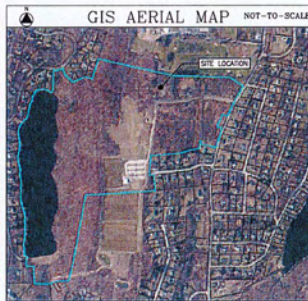
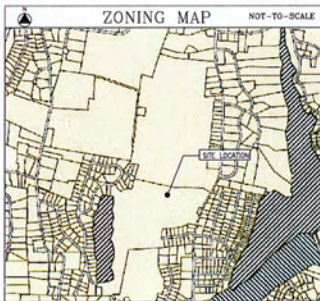


HOMELAND TOWERS SITE ID:
NY187B - MAHOPAC AIRPORT

161 HILL ST.
AIRPORT RD.
MAHOPAC, NY 10541

PROJECT DESCRIPTION

- INSTALLATION OF A 160 FT. MONOPOLE/TOWER WITHIN A FENCED-IN, GRAVEL COMPOUND AT GRADE.
- EXISTING SITE ACCESS AND PARKING TO BE USED.
- INSTALLATION OF VERIZON OUTDOOR EQUIPMENT CABINETS AND A DIESEL FUELED BACK-UP EMERGENCY GENERATOR ON A CONCRETE PAD WITH ANTENNAS/APERTURES AT 148 FT. ON THE STRUCTURE.
- ELECTRICAL/TELEPHONE SERVICES ROUTED UNDERGROUND FROM EXISTING UTILITY DEMARCATION POINTS ON-SITE TO EQUIPMENT COMPOUND.



PROJECT SUMMARY

SITE ID:	NY187B MAHOPAC AIRPORT
SITE ADDRESS:	161 HILL ST. AIRPORT RD. MAHOPAC, NY 10541
PROPERTY OWNER:	COUNTY OF PUTNAM 48 GLENHOLM AVE. CARMEL, NY 10512
PARCEL ID:	64-14-1-B
ZONING:	R - RESIDENTIAL
TOWER COORDINATES:	41.35594444 -73.76372500
GROUND ELEVATION:	727 FT. AMSL
APPLICANT:	HOMELAND TOWERS 9 HARRISON ST., 2ND FL. DANBURY, CT 06810

DRAWING SCHEDULE

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-1A	ENLARGED SITE PLAN
C-2	COMPOUND PLAN, SITE GRADING/TREE REMOVAL PLAN & ELEVATION
C-3	CIVIL NOTES & DETAILS
C-4	FENCE & MISC. DETAILS
V2-1	VERIZON EQUIPMENT PLAN & DETAILS
V2-2	ANTENNA PLAN & VERIZON EQUIP. SPECS

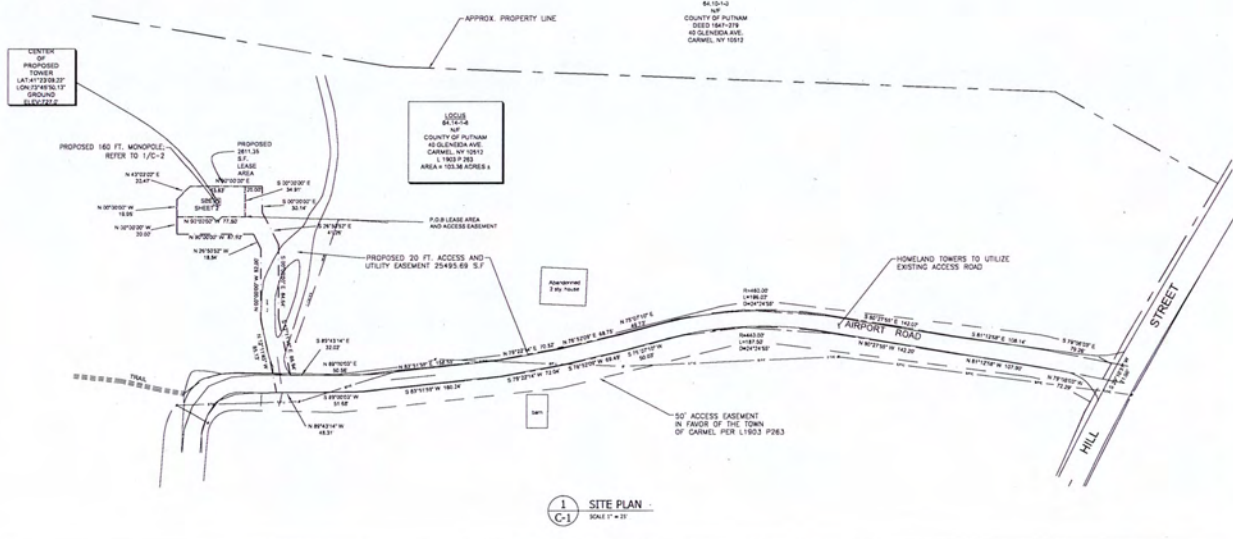
 Homeland Towers, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810	
NEW YORK SMALL LIMITED PARTNERSHIP 4 CENTERROCK ROAD WEST SPACK, NY 10994	
 On Air Engineering, LLC 84 Foundry Pond Road Cold Spring, NY 10516 www.onaire.com 353-456-8824	
DRAWING TITLE TITLE SHEET	
SHEET NUMBER T-1	

- GENERAL NOTES**
- (1) THE APPLICANT PROPOSES TO INSTALL A WIRELESS TELECOMMUNICATION FACILITY CONSISTING OF A NEW 160 FT. MONOPOLE ANTENNA LOCATED ON THE POLE STRUCTURE AND OUTDOOR EQUIPMENT CABINETS & GENERATOR LOCATED WITHIN A FENCED COMPOUND.
 - (2) THE PROPOSED USE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND AS SUCH, POTABLE WATER AND SANITARY SEWERS ARE NOT REQUIRED.
 - (3) THE FACILITY SHALL BE VISITED ON THE AVERAGE OF ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE SWITCH FACILITY.
 - (4) THE FACILITY WILL NOT GENERATE ANY ADDITIONAL NOISE ABOVE AMBIENT LEVELS, FLAMES, SMOKE, DUST OR VIBRATIONS.
 - (5) NO COMMERCIAL SIGNS ARE PROPOSED.
 - (6) NO LIGHTING IS PROPOSED ON THE TOWER STRUCTURE, EQUIPMENT SERVICE LIGHTS ARE PROPOSED AT THE VERIZON EQUIPMENT PAD AND WILL BE CONTROLLED ON A TIMER SWITCH.
 - (7) THE PORTION OF THE PROPERTY WHERE THE FACILITY IS PROPOSED AND THE PROPOSED ACCESS DRIVE DO NOT CONTAIN ANY STEEP SLOPES.
 - (8) THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNLESS ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND EACH OF THE DISABANCES HAS BEEN REVISED TO INDICATE "ISSUED FOR CONSTRUCTION".
 - (9) SITE PLAN IS BASED ON A RECENT SURVEY PREPARED BY LAWSON SURVEYING & MAPPING, ONEONTA, NY DATED 4-21-23.
 - (10) TELECOMMUNICATION CARRIER EQUIPMENT SHALL CONSIST OF OUTDOOR CABINETS ON A CONCRETE PAD WITH RAIN CANOPY ABOVE.
 - (11) NO LANDSCAPING IS PROPOSED.
 - (12) THE FACILITY WILL BE GROUNDED AND BONDED SO AS TO PROTECT PERSONS AND PROPERTY AND INSTALLED WITH SURGE PROTECTORS (WHERE APPLICABLE FOR CARRIER EQUIPMENT).



LEGEND

- Boundary Line
- - - County Tax Parcel Line
- Utility Pole
- - - E/T/C Utility Line: Electric/Telephone/Cable T.V.
- 64.14-1-8 County Tax Map Parcel I.D. Number
- P.O.B. Point of Beginning



HOMELAND
100 W. 8th St.
Hartford, CT 06182

NEW YORK SMSA LIMITED PARTNERSHIP
c/o
verizon
4 CENTERCROCK ROAD
WEST NYACK, NY 10994

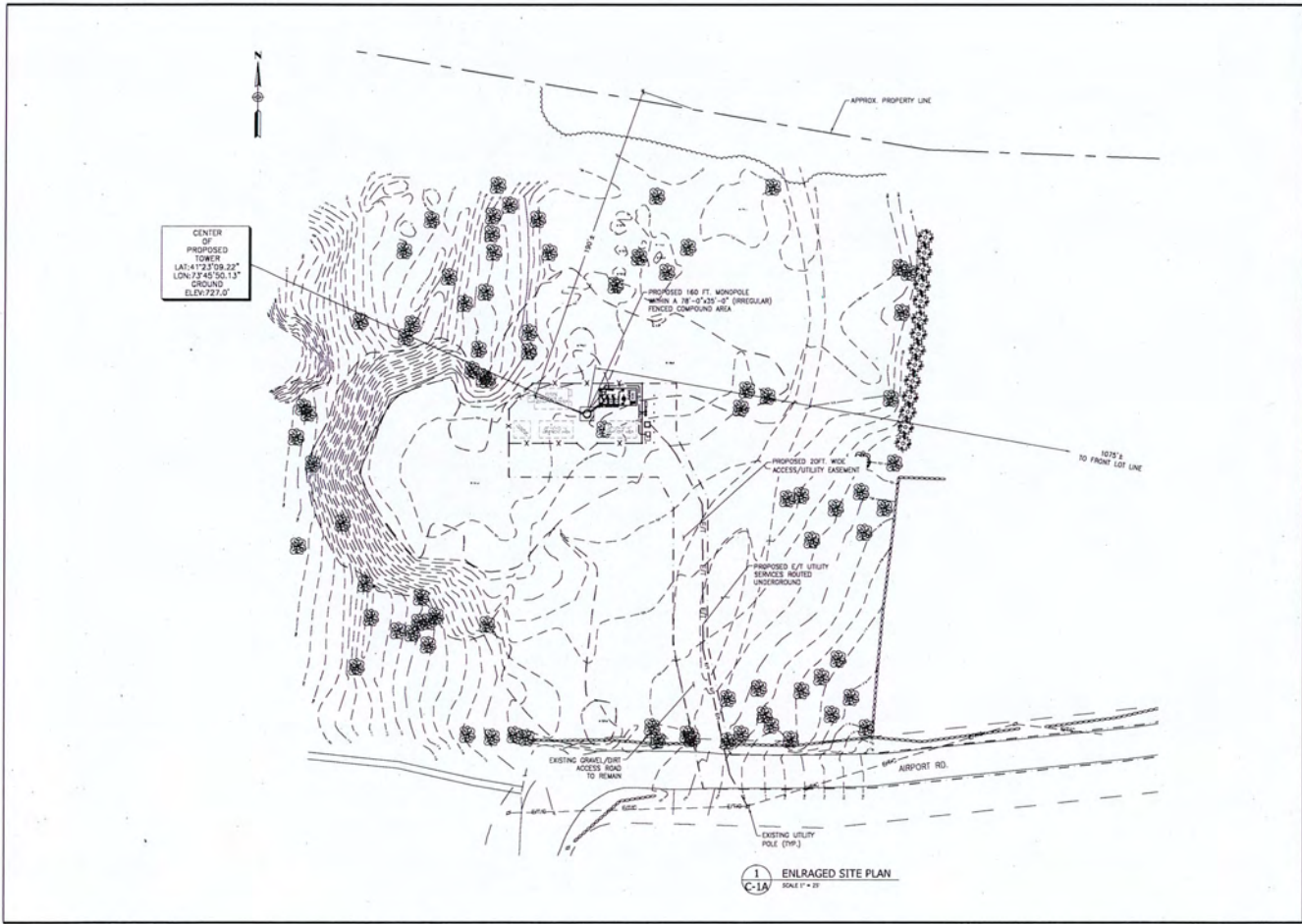
On Air Engineering, LLC
88 Proudy Road
Cold Spring, NY 10516
www.onaireng.com
301-416-6324

DATE: 12.12.23
DRAWN BY: MF
CHECKED BY: DW

PROJECT ADDRESS:
161 HILL ST/AIRPORT RD.
MAHOPAC, NY 10541
TOWN OF CARMEL

DRAWING TITLE:
SITE PLAN

SHEET NUMBER:
C-1





HOMELAND
T. C. W. E. S.

Homeland Towers, LLC
9 Hanover Street, 2nd Floor
Danbury, CT 06820

NEW YORK SMA LIMITED PARTNERSHIP
c/o

 4 CENTERROCK ROAD
WEST NYACK, NY 10994

On Air Engineering, LLC
 84 Poultry Pond Road
Cold Spring, NY 10516
 ma@onair-engine.com
 303-456-9821

LICENSE NO.

DAVID WEDWAL, P.E.
NY License #10186

NO.	DATE	DESCRIPTION
1	10.07.21	AS BUILT

DESIGNED BY: MF APPROVED BY: DW

HOMELAND TOWERS, LLC
 NY 187B
 MAHOPAC AIRPORT

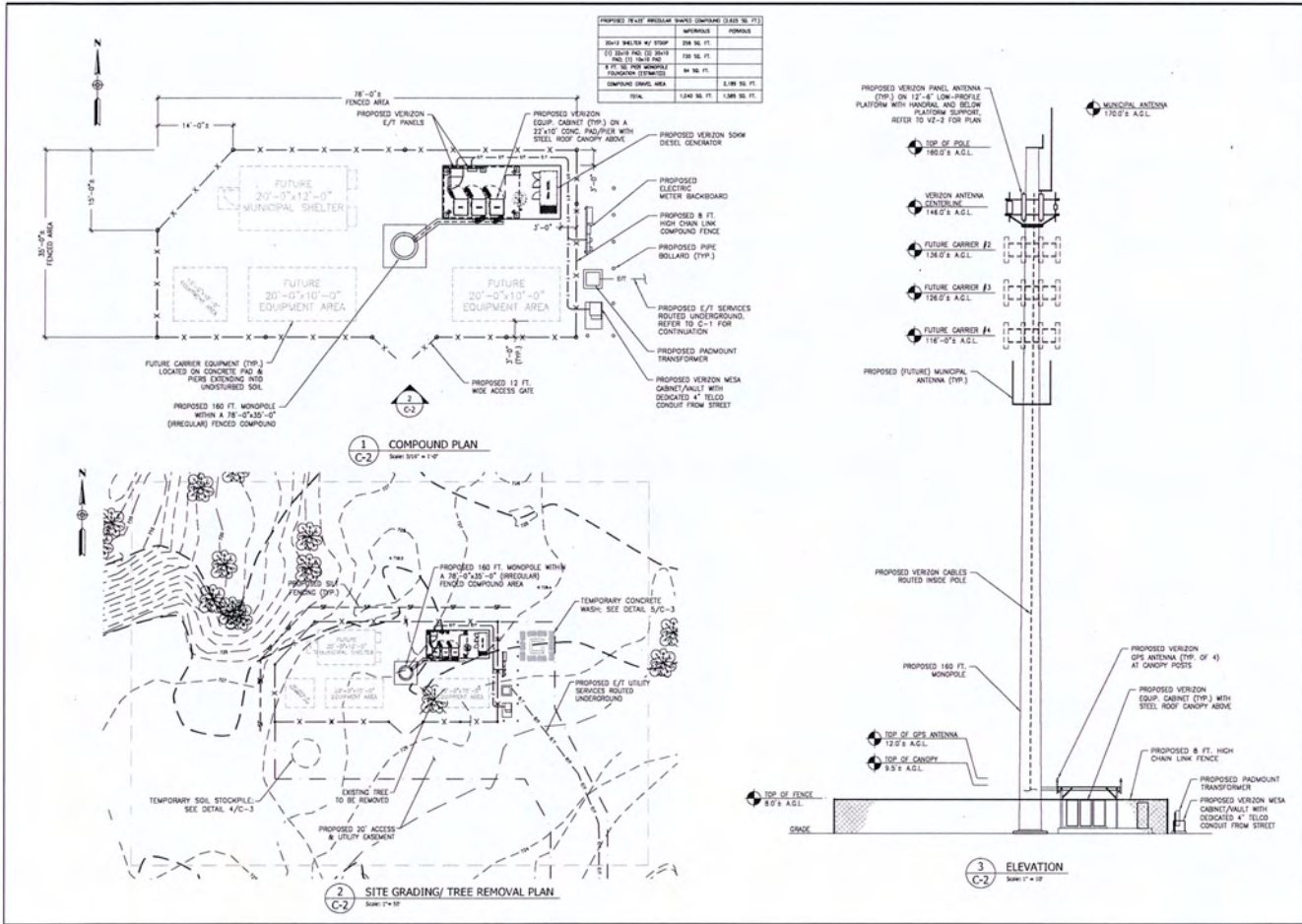
VIRGINIA CITY NAME:
 MAHOPAC

PROJECT ADDRESS:
 161 HILL ST./AIRPORT RD.
 MAHOPAC, NY 10541
 TOWN OF CARMEL

DRAWING TITLE:
 ENLARGED SITE PLAN

SHEET NUMBER:
 C-1A

1
 C-1A ENLARGED SITE PLAN
 SCALE 1" = 20'



HOMELAND
HomeLand Tower, LLC
9 Highway Street, 2nd Floor
Danbury, CT 06810

NEW YORK SMA LIMITED PARTNERSHIP
3/3
verizon
4 CENTERROCK ROAD
WEST NYACK, NY 10994

On Air Engineering, L.L.C.
88 Pinney Pond Road
Cold Spring, NY 10516
onair@onairllc.net
201-474-6324

DESIGNED BY: DAVID WIDORAK, P.E.
NY LIC. NO. 07160

NO. DATE: SUBMITTED

NO.	DATE	REVISION
1	12/11/21	REVISED SET

DESIGNED BY: MF
CHECKED BY: DW

PROJECT ADDRESS: NY 187B MAHOPAC AIRPORT

VERIZON SITE NAME: MAHOPAC

PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL.

DRAWING TITLE: COMPOUND PLAN, SITE GRADING/TREE REMOVAL PLAN & ELEVATION

SHEET NUMBER: C-2

SITE NOTES:

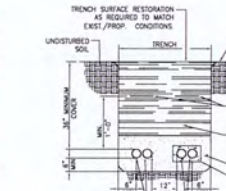
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE SITE EQUIPMENT AND TOWER AREAS.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
5. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PER DRILLING AROUND OR NEAR UTILITIES.
7. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.
8. THE AREA OF THE OWNERS PROPERTY DISTURBED BY THE WORK SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDING, AND COVERED WITH MULCH.
9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR SEDIMENT AND EROSION CONTROL.
10. ALL RESTORATION ISSUES SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK ACTIVITY OR WITHIN A REASONABLE AMOUNT OF TIME AS DIRECTED BY THE CONSTRUCTION MANAGER/ENGINEER.
11. CARE SHALL BE TAKEN TO RETAIN NATURAL GROWTH AND PROTECT DAMAGE TO TREES WITHIN AND OUTSIDE THE LIMITS OF CONSTRUCTION AND SPECIFIED WORK AREAS, CAUSED BY EQUIPMENT AND MATERIALS. ANY DAMAGE TO THIS NATURAL GROWTH SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR.
12. ALL AREAS DISTURBED BY THE CONTRACTOR WITHOUT REGENERATION SHALL BE RESTORED BY THE CONTRACTOR.
13. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CALLING AN INTERRUPTION IN SAID SERVICE, HE SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CONTINUE HIS WORK OPERATION UNTIL SERVICE IS RESTORED.

SEEDING SPECIFICATIONS:

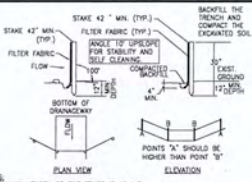
- A. IF GROUND HAS BEEN PREVIOUSLY MULCHED, MULCH MUST BE REMOVED OR ADDITIONAL NITROGEN MUST BE ADDED.
- B. REMOVE ALL SURFACE STONES 2" OR LARGER AS WELL AS ALL CLUMPS SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLOS, CLUMPS, OR OTHER UNSUITABLE MATERIAL.
- C. APPLY FERTILIZER AT 7.5 POUNDS PER 1,000 SQUARE FEET AND LIME AT 200 POUNDS PER 1,000 SQUARE FEET UNLESS SOIL TESTING FOR REQUIREMENTS IS PERFORMED.
- D. NO WORKING IS TO BE UNDERTAKEN UNTIL THE MAJORITY OF THE VEGETATION IS AT LEAST 6" HIGH. WORKING SHOULD OUT TO THE TOP 1/3 OF VEGETATION. DO NOT UNDER ANY CIRCUMSTANCES CUT VEGETATION BELOW 3".
- E. DO NOT APPLY ANY FORM OF WEED CONTROL UNTIL GRASS HAS BEEN MOWED AT LEAST 4 TIMES.
- F. THESE SEEDING MEASURES ARE NOT TO BE USED ON SLOPES IN EXCESS OF 2:1 GRADING.
- G. PERMANENT SEEDING MEASURES ARE TO BE USED INSTEAD OF TEMPORARY SEEDING MEASURES WHERE WORK IS TO BE SUSPENDED FOR A PERIOD OF TIME LONGER THAN 1 YEAR.
- H. IF THERE IS NO EROSION, BUT SEED SURVIVAL IS LESS THAN 100 PLANTS PER SQUARE FOOT AFTER 4 WEEKS OF GROWTH, RE-SEED AS PLANTING SEASON ALLOWS.
- I. ALL DISTURBED AREAS OUTSIDE THE PAVEMENT AREA SHALL BE LOGGED AND SEEDING IN ACCORDANCE WITH THE SUGGESTED SEEDING MIXTURES TABLE.

SILT FENCE SPECIFICATIONS:

- A. SYNTHETIC FILTER FABRIC SHALL BE A PERVAOUS SHEET OF PROPYLENE NYLON, POLYESTER, ETHYLENE, OR SIMILAR FILAMENTS AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING MINIMUM REQUIREMENTS:
 1. FILTERING EFFICIENCY 75 PERCENT (MIN)
 2. GRAB TENSILE STRENGTH 100 POUNDS
 3. ELONGATION AT FAILURE 15 PERCENT
 4. MULLER BURST STRENGTH 250 POUNDS PER SQUARE INCH
 5. PUNCTURE STRENGTH 50 POUNDS
 6. APPARENT OPENING SIZE 0.60mm x X
 7. FLOW RATE SQUARE FOOT PER MINUTE 0.2 GALLONS PER SQUARE FOOT PER MINUTE
 8. PERMEABILITY 0.05 PER SECOND
 9. ULTRAVIOLET RADIATION STABILITY 70 PERCENT AFTER 500 HOURS OF EXPOSURE (MIN)
- B. STAKES ARE TO BE MADE OUT OF HARDWOOD WITH A MINIMUM CROSS SECTIONAL AREA OF 1.5 SQUARE INCHES OR STEEL, POSTS WITH A MINIMUM WEIGHT OF 0.5 POUNDS PER LINEAR FOOT.
- C. TORN OR PUNCTURED DEBRIS SHALL NOT BE USED. ON SLOPES WHERE SURFACE FLOW FOLLOWS THE SILT FENCE LINE, PERPENDICULAR SILT FENCE CHECKS SHALL BE INSTALLED AT 50 FOOT INTERVALS.
- D. LINES OF SILT FENCE SHOULD FOLLOW CONTOUR LINES 2-10 FEET DOWN GRADIENT FROM THE SLOPE. WHERE CONTOUR LINES CAN NOT BE FOLLOWED, PERPENDICULAR WINGS SHOULD BE PLACED AT 50 FOOT INTERVALS.

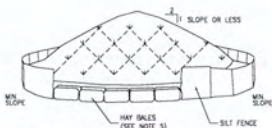


2 PRIMARY UTILITY TRENCH
Scale: 1/4" = 1'-0"



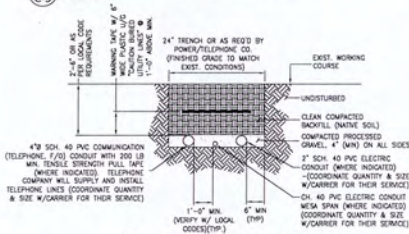
- NOTES:**
1. MINIMUM LENGTH OF SILT FENCE IS 15 LF.
 2. MAXIMUM POST SPACING IS 10 LF.
 3. JOINTS ONLY AT SUPPORT POST WITH MINIMUM 4" OVERLAP, SECURELY SEALED.
 4. SEDIMENTATION DEPOSITS SHALL BE REMOVED WHEN THEY REACH 1/2 THE HEIGHT OF THE SILT FENCE.
 5. SILT FENCE SHALL NOT BE USED IN A WATER COURSE.
 6. UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS, AND WHEN DIRECTED BY THE ENGINEER, FENCE WILL BE REMOVED AND ANY SEDIMENTATION WILL BE THINLY SPREAD UPON EXISTING GROUND COVER.

1 SILT FENCE DETAILS AND CONSTRUCTION
Scale: 1/4" = 1'-0"

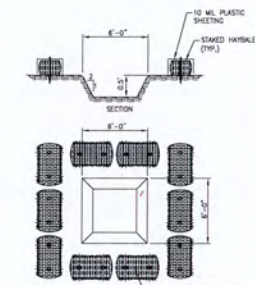


- NOTES:**
1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
 2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
 3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
 4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
 5. HAY BALES TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

4 TEMPORARY SOIL STOCKPILE DETAIL
Scale: 1/4" = 1'-0"



3 SECONDARY TRENCH DETAIL
Scale: 1/4" = 1'-0"



5 TEMPORARY CONCRETE WASH DETAIL
Scale: 1/4" = 1'-0"

HOMELAND
NEW YORK S&M LIMITED PARTNERSHIP
verizon
On Air Engineering, LLC
24 Proulx Pond Road
Cold Spring, NY 10516
onair@onairllc.net
303-450-8822

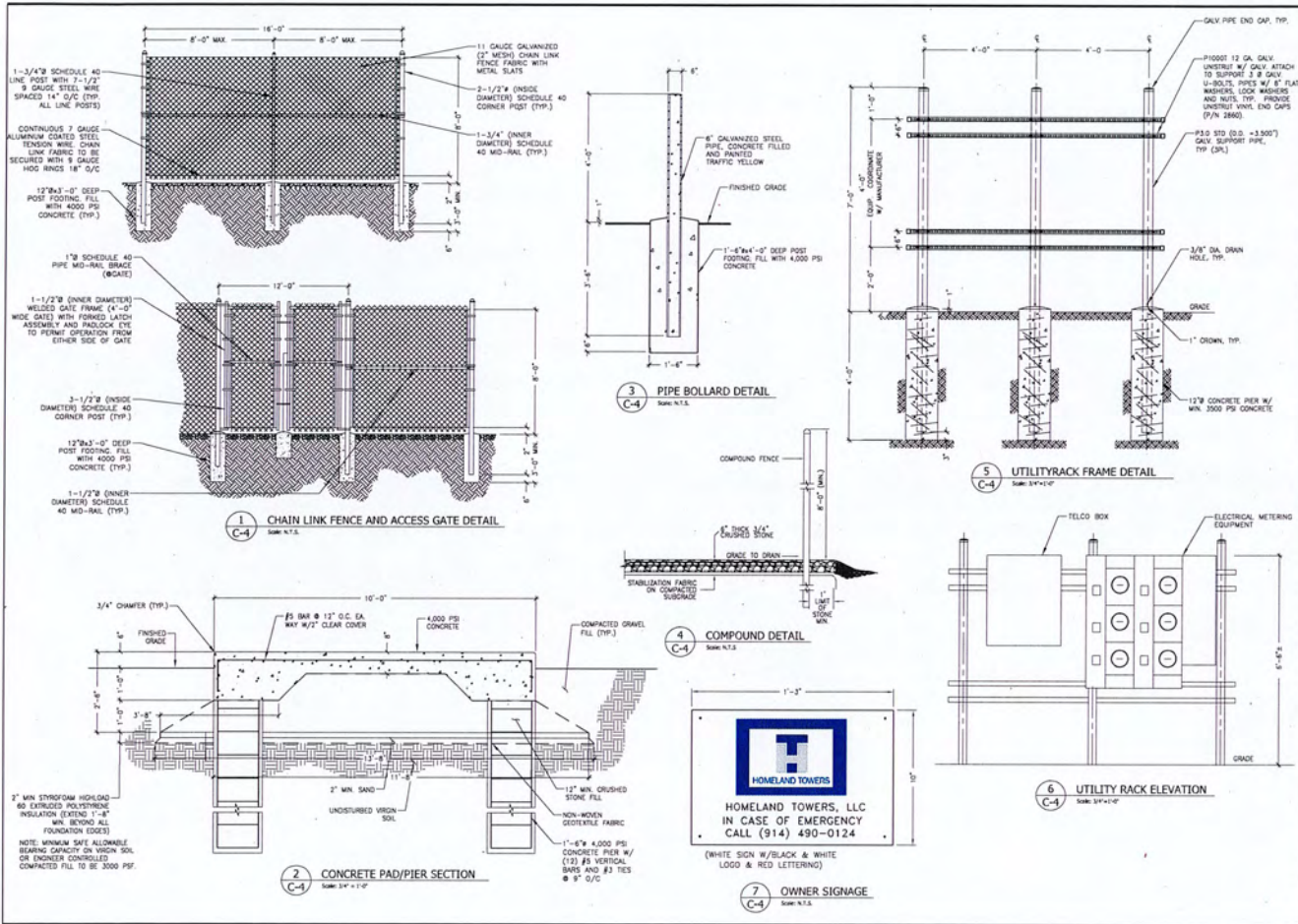
LICENSEE: DAVID WELFARE, P.E.
NY LIC #1618780

NO. DATE: 3 12/2023
REVISION: 12/2023

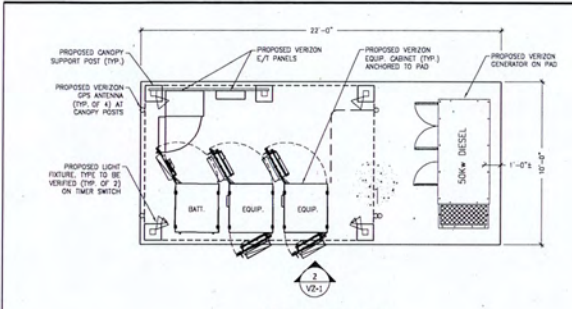
DESIGN BY: MF
CHECKED BY: DW

PROJECT: NY187B MAHOPAC AIRPORT
MAHOPAC
161 HILL ST./AIRPORT RD.
MAHOPAC, NY 10541
TOWN OF CARMEL

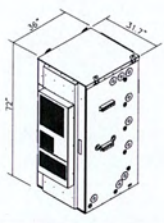
CIVIL NOTES & DETAILS
PROJECT NUMBER: C-3



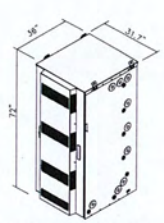
 HOMELAND TOWERS, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810	
NEW YORK SMLA LIMITED PARTNERSHIP SMLA  WEST NYACK, NY 10994	
On Air Engineering, LLC 18 Quality Road Cold Spring, NY 10516 onair@onairllc.net 516-464-8224	
DESIGNER: DAVID WENDELL, P.E. NY LIC. NO. 20866	
NO. DATE: _____ 1 12/21 2015 REVISED	APPROVED BY: _____ DATE: _____
DRAWN BY: MF	CHECKED BY: DW
HOMELAND TOWERS, LLC NY187B MAHOPAC AIRPORT	
MAHOPAC	
PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL	
DRAWING TITLE: FENCE & MISC. DETAILS	
SHEET NUMBER: C-4	



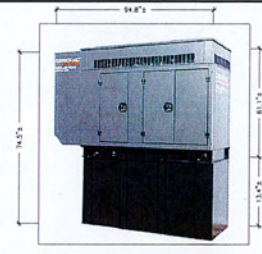
1 EQUIPMENT PLAN
Scale: 1/8" = 1'-0"



DELTA BATTERY CABINET				
HEIGHT	WIDTH	DEPTH	WEIGHT	
72"	31.7"	36"	2,500 LBS	



DELTA EQUIPMENT CABINET				
HEIGHT	WIDTH	DEPTH	WEIGHT	
72"	31.7"	36"	800 LBS	



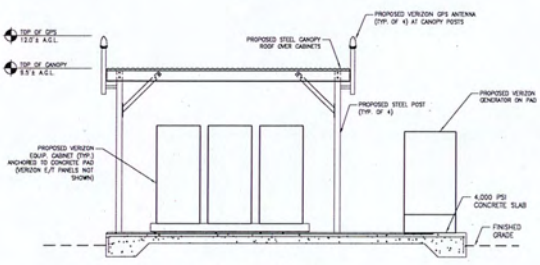
GENERAL GENERATOR SPECIFICATIONS				
MODEL #	LENGTH	WIDTH	HEIGHT	WEIGHT
S0050	94.8"	38.0"	74.5"	2,996 LBS

8 50KW DIESEL GENERATOR
Scale: N.T.S.

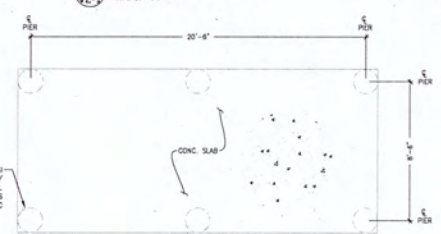
6 BATTERY CABINET
Scale: N.T.S.

7 EQUIPMENT CABINET
Scale: N.T.S.

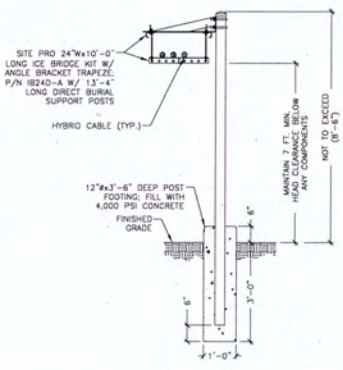
NOTES TO VERIZON EQUIPMENT DETAILS/SPECIFICATIONS:
1. ANTENNAS AND EQUIPMENT ARE SUBJECT TO CHANGE
BASED ON AVAILABILITY AT TIME OF CONSTRUCTION.



2 EQUIPMENT ELEVATION
Scale: 1/8" = 1'-0"



3 VERIZON CONC. PIER PLAN
Scale: 1/8" = 1'-0"



4 CABLE BRIDGE DETAIL
Scale: N.T.S.



NEW YORK ISMA LIMITED PARTNERSHIP
c/o
verizon
4 CENTERBROOK ROAD
WEST NYACK, NY 10994

On Air Engineering, LLC
88 Paddy Road Road
Cold Spring, NY 10516
omae@onair.net
315-465-8424

DAVID WEDPAGE, P.E.
NY STATE REG. ENGINEER

NO.	DATE	REVISIONS
1	12/23	ALYSON KEE

DESIGNED BY: MF
CHECKED BY: DW

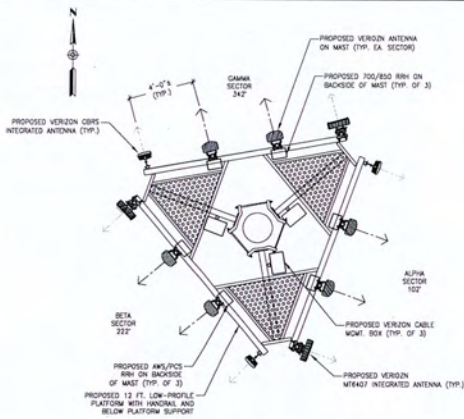
OWNER: NY 187B MAHOPAC AIRPORT

1/8" SCALE: MAHOPAC

PROJECT ADDRESS:
161 HILL ST./AIRPORT RD.
MAHOPAC, NY 10541
TOWN OF CARMEL

DRAWING TITLE:
VERIZON EQUIPMENT
PLAN & DETAILS

DRAWING NUMBER:
VZ-1



1 ANTENNA PLAN @ 117 FT. A.G.L.
Scale: 1/8" = 1'-0"



NHH-450-420 ANTENNA SPEC.				
HEIGHT	WIDTH	DEPTH	WEIGHT	
72.0"	11.9"	7.1"	43.7 LBS	

2 NHH ANTENNA SPEC.
Scale: N.T.S.



MT6407 INTEGRATED ANTENNA SPEC.				
HEIGHT	WIDTH	DEPTH	WEIGHT	
35.12"	16.08"	5.9"	79.4 LBS	

3 MT6407 ANTENNA SPEC.
Scale: N.T.S.



CRRS INTEGRATED ANTENNA SPECIFICATIONS				
COMPONENT	HEIGHT	WIDTH	DEPTH	WEIGHT
ANTENNA	12.3"	8.1"	1.4"	4.4 LBS
RRH	11.8"	8.3"	4.2"	18.7 LBS

4 CRRS ANTENNA SPEC.
Scale: N.T.S.

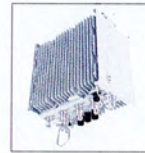
NOTES TO VERIZON EQUIPMENT DETAILS/SPECIFICATIONS:
1. ANTENNAS AND EQUIPMENT ARE SUBJECT TO CHANGE BASED ON AVAILABILITY AT TIME OF CONSTRUCTION.



KS-24118L-112A GPS ANTENNA SPEC.				
HEIGHT	WIDTH	DIAMETER	WEIGHT	
8"	18.08"	3.117"	0.6 LBS	

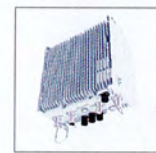
*ALL MOUNTING OPTIONS FIT PIPES OF 1"-1.45" MAX. DIA.

5 GPS ANTENNA DETAIL
Scale: 1/8" = 1'-0"



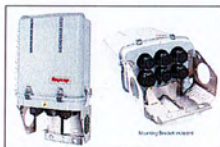
SAMSUNG RRH AWS/PCS DRAW SPECIFICATIONS				
HEIGHT	WIDTH	DIAMETER	WEIGHT	
15"	15"	10"	74.7 LBS	

6 RRH DETAIL - AWS/PCS
Scale: N.T.S.



SAMSUNG RRH 750/800 DRAW SPECIFICATIONS				
HEIGHT	WIDTH	DIAMETER	WEIGHT	
15"	15"	9.1"	70.3 LBS	

7 RRH DETAIL - 700/850
Scale: N.T.S.



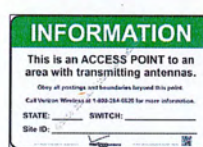
RIVCOPEQUIPMENT SPECIFICATIONS					
MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT	COLOR
RV20C-6627-PF-48	29.5"	16.5"	12.4"	33 LBS	LIGHT GREY

8 CABLE DIST. BOX DETAIL
Scale: N.T.S.



NOTE:
1. "YELLOW" CAUTION SIGN SHALL BE LOCATED AT COMPOUND ENTRY LOCATION AND VERIZON EQUIPMENT.
2. SIGN MEASURES 12"x18"x1/8"

9 CAUTION SIGN
Scale: N.T.S.



NOTE:
1. "GREEN" INFORMATION SIGN SHALL BE LOCATED AT COMPOUND ENTRY LOCATION AND VERIZON EQUIPMENT.
2. SIGN MEASURES 12"x18"x1/8"

10 VERIZON INFORMATION SIGN
Scale: N.T.S.

HOMELAND
HomeLand Towers, LLC
8 Blawie Street, 2nd Floor
Danbury, CT 06810

NEW YORK SMLA LIMITED PARTNERSHIP
A Verizon
verizon

On Air Engineering, LLC
88 Pheasant Pond Road
Cold Spring, NY 10516
onair@onaireng.net
301-456-4824

DATE: _____

BY: _____

FOR: _____

SCALE: _____

PROJECT: NY187B MAHOPAC AIRPORT

LOCATION: MAHOPAC

ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL

TITLE: ANTENNA PLAN & VERIZON EQUIP. SPECS

PROJECT NUMBER: **VZ-2**

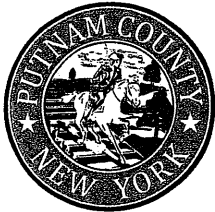
cc: all
Phys. Reso.

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, November 4, 2024 3:22 PM
To: Diane Schonfeld; Diane Trabulsy
Cc: Thomas Lannon; Andrew Negro
Subject: SEQR Lead Agency Resolution and Supporting Documentation
Attachments: SEQRA reso 1 - Golf Course 11-4-2024.docx; NY 187 LEAF 10-31-24.pdf; NY187 Mahopac_Airport FAA Opinion Letter Lot 8 2-9-24.pdf; NY187 County Golf Course Ground Lease 082924 Infra CL 161 Hill St w exhib.pdf; NY187B_Airport Rd ZD's 09-25-24 V2.pdf

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

cc: all
phys. 11/12/24

Reso
#9

LEAD AGENCY/ SEQRA DETERMINATION/ SNAKE HILL ROAD OVER PHILIPSE BROOK CULVERT REPLACEMENT

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Snake Hill Road culvert over Philipse Brook (the "Project"). Anticipated project work will involve the replacement of existing culvert with a new structure. The current structure is showing signs of hydraulic inadequacy, scour exposure and deteriorating and broken headwalls and wingwalls. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction; and

WHEREAS, the purpose of the Project is to ensure a safe and convenient crossing over Philipse Brook by eliminating structural deficiencies and meeting current design standards; and

WHEREAS, the Proposed Action is subject to review under the State Environmental Quality Review Act ("SEQRA") and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, other potential involved or interested agencies have been identified in connection with the Proposed Action; and

WHEREAS, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) has been prepared for the Project, along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617 *et seq.*, finds that the Proposed Action is an Unlisted action; now therefore be it

RESOLVED, that the Putnam County Legislature will conduct a coordinated SEQRA environmental review for the Proposed Action in connection with the Project; and be it further

RESOLVED, that this Resolution shall take effect immediately.

2024 NOV -5 AM 10:47
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

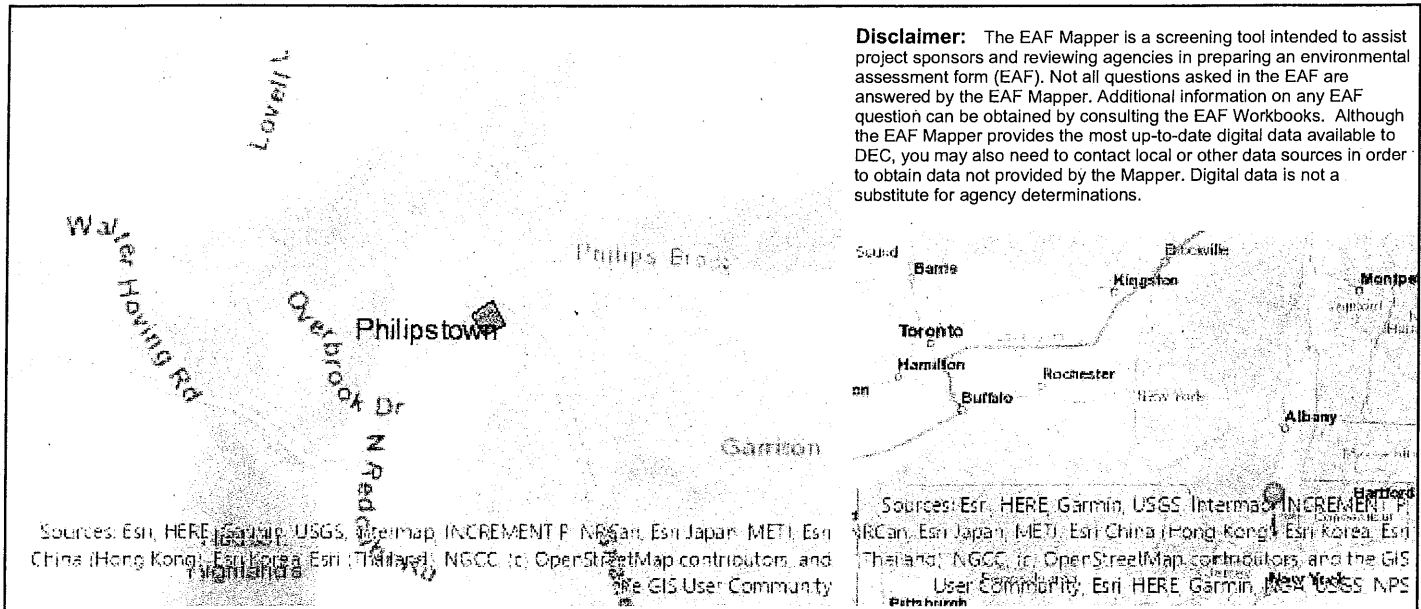
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Snake Hill Road over Philipse Brook Culvert Replacement PIN 8762.77			
Project Location (describe, and attach a location map): Snake Hill Road over Philipse Brook, Town of Philipstown, Putnam County, NY			
Brief Description of Proposed Action: The project involves the replacement of the Snake Hill Road culvert over Philipse Brook. Anticipated project work will involve the replacement of existing culvert with a new structure. The current structure is showing signs of hydraulic inadequacy, scour exposure and deteriorating and broken headwalls and wingwalls. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction. Please refer to the project location map and photographs in Attachments 1 and 2. The proposed replacement will ensure a safe and convenient crossing over Philipse Brook by eliminating structural deficiencies and meeting current design standards.			
Name of Applicant or Sponsor: Putnam County Legislature		Telephone: 845-808-1020 E-Mail: putcoleg@putnamcountyny.gov	
Address: 40 Gleneida Avenue			
City/PO: Carmel	State: NY	Zip Code: 10512	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC Article 24 Freshwater Wetlands Permit & Water Quality Certification. NYSDOT Bridge NY funding/ design approval			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? 0.3 acres			
b. Total acreage to be physically disturbed? 0.3 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.254 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Hudson Highlands Land Trust			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Philipse Brook _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat, Ba...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat, Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, November 4, 2024 3:39 PM
To: Diane Schonfeld; Diane Trabulsy
Subject: FW: SEQR Lead Agency for PIN 8762.77 Snake Hill Culvert
Attachments: Resolution-SnakeHill Road Culvert SEQR-Lead Agency-Nov24.docx; Snake Hill Culvert SEAF.pdf

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

From: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>
Sent: Monday, November 4, 2024 3:24 PM
To: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; Compton Spain <Compton.Spain@putnamcountyny.gov>
Subject: RE: SEQR Lead Agency for PIN 8762.77 Snake Hill Culvert

Barbara, our office has reviewed the attached and all is in order. Thank you.

May your troubles be less, and your blessings be more, and nothing but happiness come through your door 🍀



Jennifer Nygard

Paralegal • Putnam County Department of Law

PHONE | 845.808.1150 Ext. 49400 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

NOTICE: The information in this e-mail message and any attachments thereto have been sent by an attorney or his/her agent, and is or are intended to be confidential and for the use of only the individual or entity named above. The information may be protected by attorney/client privilege, work product immunity or other legal rules. If the reader of this message and any attachments thereto is not the intended recipient, you

are notified that retention, dissemination, distribution or copying of this e-mail message or any attachments is strictly prohibited. Although this e-mail message (and any attachments) is believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, the intended recipient is responsible to ensure that it is virus free.

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Sent: Monday, November 4, 2024 9:48 AM
To: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>; Compton Spain <Compton.Spain@putnamcountyny.gov>
Subject: SEQR Lead Agency for PIN 8762.77 Snake Hill Culvert

Please review the attached draft Reso and EAF to conduct SEQR on a DPW project. Please let me know if Law has any edits. I plan to submit to the Legislature tomorrow for the November Physical.

Thank you,
Barbara



Barbara Barosa, AICP
Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

From: Brian Hildenbrand <Brian.Hildenbrand@putnamcountyny.gov>
Sent: Thursday, September 19, 2024 8:28 AM
To: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Subject: PIN 8762.77 Snake Hill Culvert

For SEQRA



Brian Hildenbrand, P.E.
Supervisor of Planning & Design • Putnam County Department of Public Works
PHONE | 845.878.6331 ext. 40114 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK
"Empowering Putnam County through dedicated service."

C. Ciall
Phys. - Nov. 12, 2024

Reed

#10

LEAD AGENCY/ SEQRA DETERMINATION/ PEEKSKILL HOLLOW ROAD OVER WICCOPEE BROOK CULVERT REPLACEMENT

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook (the "Project"). Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction; and

WHEREAS, the purpose of the Project is to ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction; and

WHEREAS, the Proposed Action is subject to review under the State Environmental Quality Review Act ("SEQRA") and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, other potential involved or interested agencies have been identified in connection with the Proposed Action; and

WHEREAS, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) has been prepared for the Project, along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617 *et seq.*, finds that the Proposed Action is an Unlisted action; now therefore be it

RESOLVED, that the Putnam County Legislature will conduct a coordinated SEQRA environmental review for the Proposed Action in connection with the Project; and be it further

RESOLVED, that this Resolution shall take effect immediately.

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2024 NOV -5 AM 11:34

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

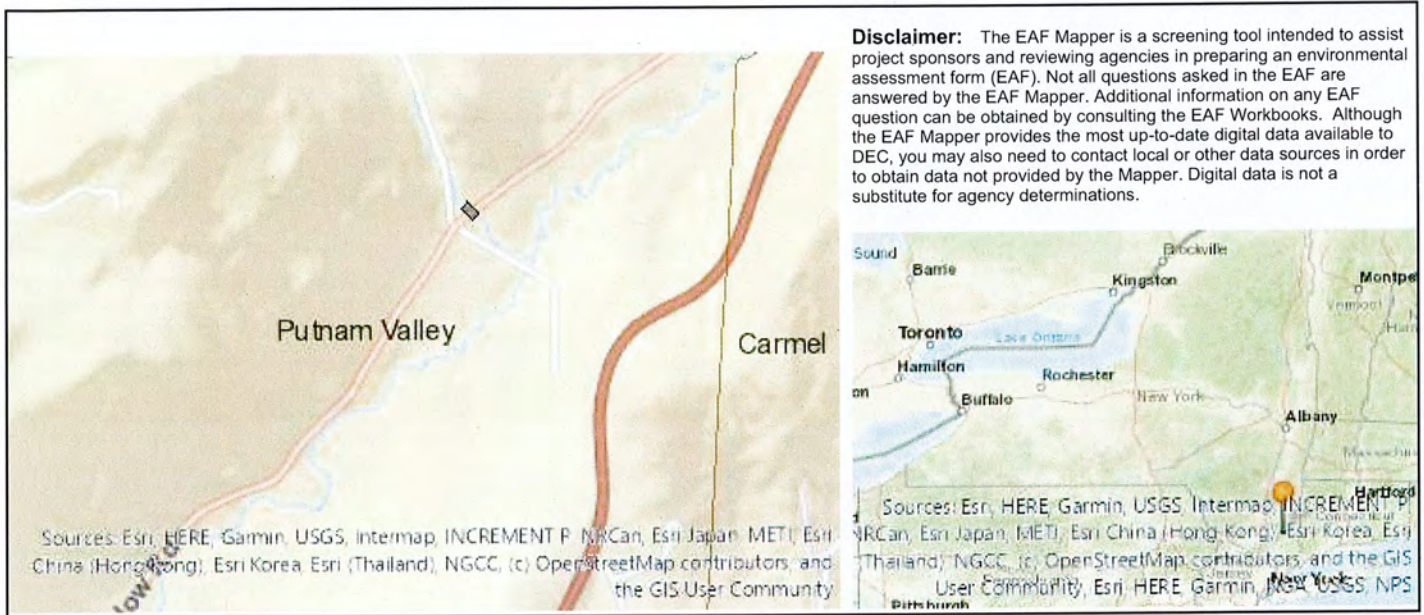
Part 1 – Project and Sponsor Information			
Name of Action or Project: Peekskill Hollow Road over Wiccopee Brook PIN 8762.76			
Project Location (describe, and attach a location map): Peekskill Hollow Road culvert over Wiccopee Brook, Town of Putnam Valley, Putnam County, NY			
Brief Description of Proposed Action: The project involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook. Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction. Please refer to the project location map and photographs in Attachments 1 and 2. The proposed replacement will ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction.			
Name of Applicant or Sponsor: Putnam County Legislature		Telephone: 845-808-1020 E-Mail: putcoleg@putnamcountyny.gov	
Address: 40 Gleneida Avenue			
City/PO: Carmel		State: NY	Zip Code: 10512
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 0.3 acres	
b. Total acreage to be physically disturbed?		_____ 0.3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0.3 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	NO	YES <input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	NO	YES <input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	NO	YES <input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A	<input type="checkbox"/>	NO	YES <input checked="" type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	<input checked="" type="checkbox"/>	NO	YES <input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input checked="" type="checkbox"/>	NO	YES <input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	NO	YES <input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	NO	YES <input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Wiccopee Brook			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat, Ti...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

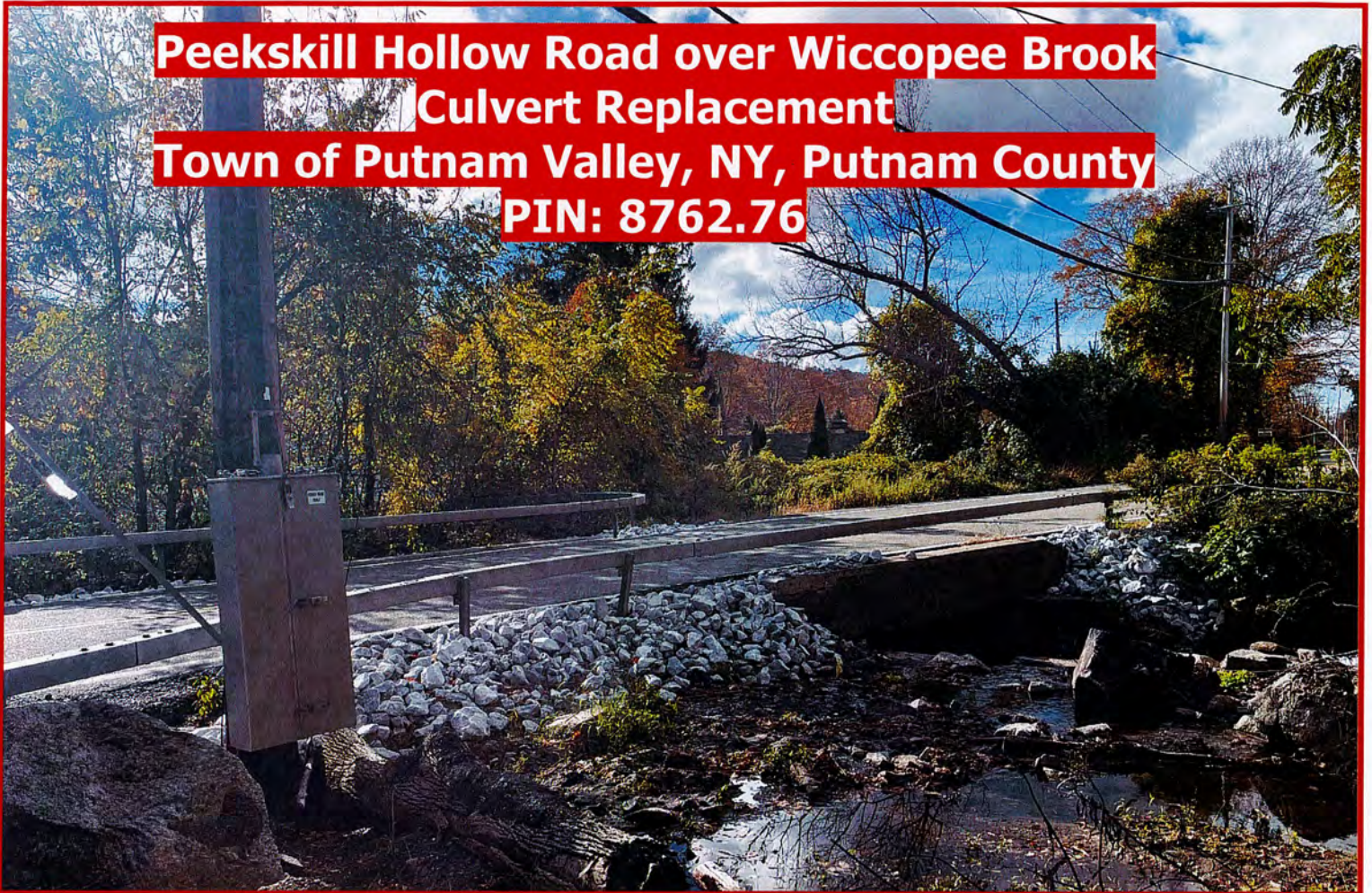
EAF Mapper Summary Report

Monday, November 4, 2024 4:01 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat, Timber Rattlesnake
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

**Peekskill Hollow Road over Wiccopee Brook
Culvert Replacement
Town of Putnam Valley, NY, Putnam County
PIN: 8762.76**



PROJECT SUBMITTAL PACKAGE

Prepared for:



**Putnam County
842 Fair Street
Carmel, NY 10512**

Prepared by:



**800 Route 146, Bldg. 200, Suite 280
Clifton Park, NY 12065
(518) 636-9956**

May 2024

TABLE OF CONTENTS

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2.0 – PROJECT DESCRIPTION.....	4
2.1 – ALTERNATIVES	4
3.0 – CULTURAL RESOURCE SCREENING	5

Attachments

1.	Environmental Mapping
2.	Site Photos
3.	Draft Design Report – Chapter 4: Historic and Cultural Resources Section
4.	EDR Historic Topographic Maps and EDR Aerial Photos
5.	Area of Potential Effect Map
6.	Phase 1A and Architectural Survey Reports
7.	Project Submittal Package Form

1.0 - INTRODUCTION

OSPA Engineering, P.C. (OSPA) has been contracted to complete the environmental investigations during the preliminary design phase of the proposed Replacement of the Peekskill Hollow Road Culvert over Wiccopee Brook project, in the Town of Putnam Valley, Putnam County. Per the New York State Department of Transportation (NYSDOT) *Local Projects Manual* (LPM), this project submittal package has been prepared for submission and review by NYSDOT.

2.0 - PROJECT DESCRIPTION

The project involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook. Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction. Please refer to the project location map and photographs in Attachments 1 and 2.

The proposed replacement will ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction.

2.1 - ALTERNATIVES

The alternatives under consideration are the No Action Alternative and Replacement Alternative.

No Action Alternative - No changes to the existing structure. The culvert will continue to deteriorate.

Replacement Alternative – This alternative will completely remove the existing 11'-0" single span structure on Peekskill Hollow Road over Wiccopee Brook and replace it with an 18' span by 8' rise precast concrete culvert. The culvert roadway section will consist of two 10' travel lanes and 4' shoulders. This layout will provide a rail-to rail width of 28' and an approximately out-to-out width of 30'-9". This structure will be protected on both banks with stone filling that will act as scour protection.

The horizontal and vertical alignment of the Peekskill Hollow Road will closely match the existing one. The horizontal alignment will remain curved. The vertical alignment consists of a tangent section near the west approach that leads into a 107' curve across the culvert then back to a tangent section near the east approach that ties back into the existing alignment. The approach roadway and sidewalks will be fully reconstructed within the excavation and final grading limits.

The alternative is anticipated to have temporary and permanent Right-Of-Way (ROW) impacts on adjacent properties to accommodate excavation, the new culvert wingwalls and final grading limits.

Utility relocations will not be required for the proposed project, however; de-energizing or temporary relocation of overhead lines may be required for the wingwall construction.

Local Sponsor Contact:

Firm/Agency: Putnam County Department
Of Public Works
Name: Thomas Feighery, Commissioner
Phone: (845) 878-6331

Address:
842 Fair Street
Carmel, NY 10512

3.0 - CULTURAL RESOURCE SCREENING

A cultural resources screening was conducted for the project area using the NYS OPRHP's online GIS mapping program. Please see the map in Attachment 1 which shows the project area. Relevant sections of Chapter 4 from the Draft Design Report are included as Attachment 3.

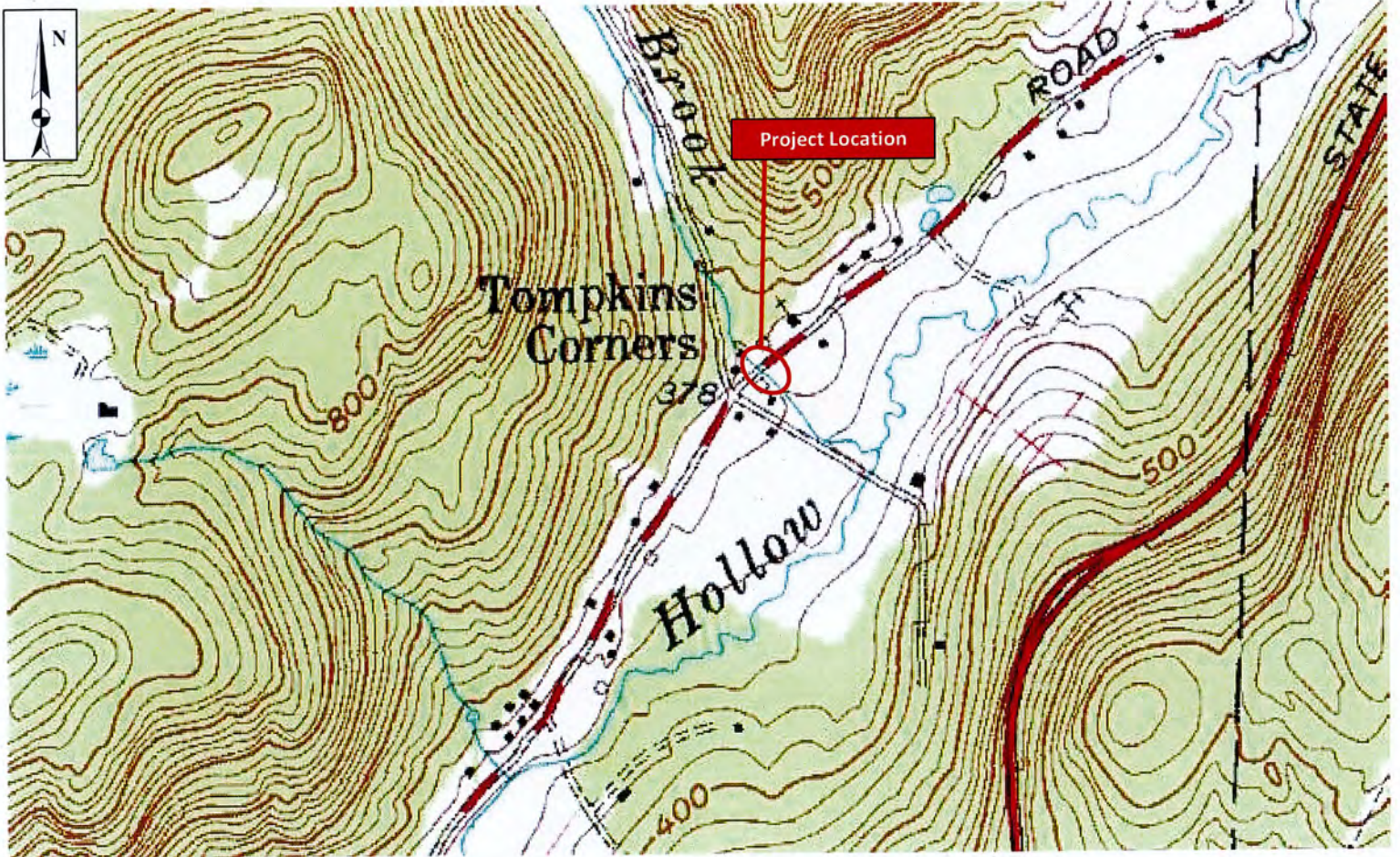
In addition to screening information from ORPHP's website, historic aerial photographs and topographic maps were reviewed to determine the age of the existing structure. According to historic mapping a crossing over the Wiccopee Brook has been present in the approximate culvert location since at least 1892. The historic maps and aerials are provided in Attachment 4.

No historic properties, eligible for inclusion in, or listed on, the State or National Register of Historic Places, have been identified within the project's area of potential effect on OPRHP's CRIS. Directly adjacent to the project location is the Tompkins Corners United Methodist Church which is listed on the National Register of Historic Places (90NR02380). The project proposes the replacement of the existing culvert in the same location. Project work will occur around the existing culvert and right-of-way. In addition, three (3) small fee acquisitions are anticipated to be required. The fee acquisitions will total less than 0.05 acres. The proposed project will not substantially change the area view shed since the proposed new culvert will be visually consistent with the existing structure. The project area is not located within an archeologically sensitive area.

A Phase 1A and Architectural Survey Report were prepared for the proposed project and are included in Attachment 6. The Phase 1A Report concluded that the APE has a low precontact and historic archeological potential. No archeologically sensitive areas were identified during the Phase 1A survey. Hartgen recommended that no additional work is warranted within the current APE. The Architectural Survey Report identified a total of seven resources, which were surveyed for the project. Structure 3 (The Methodist Church) was listed on the National Register of Historic Places in 1982 and it retains eligibility. There are no anticipated project impacts to this structure or to its associated property.

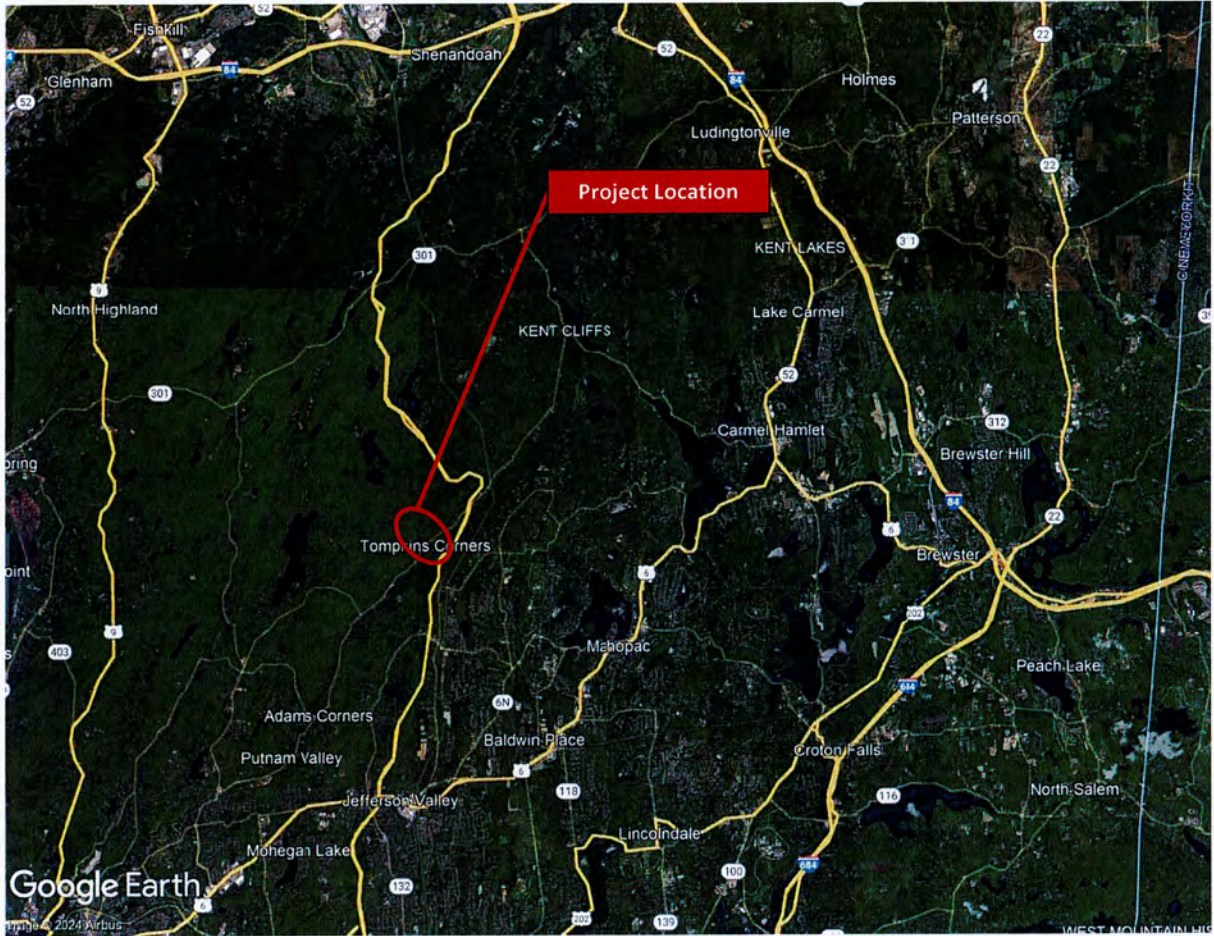
The NYSDOT's/SHPO's opinion of effect regarding historic and cultural resources will be required subsequent to the review of this report. In addition, the NYSDOT will be requested to conduct the appropriate Section 106 Tribal Consultation for this project area and provide consultation documentation and determination.

ATTACHMENT 1



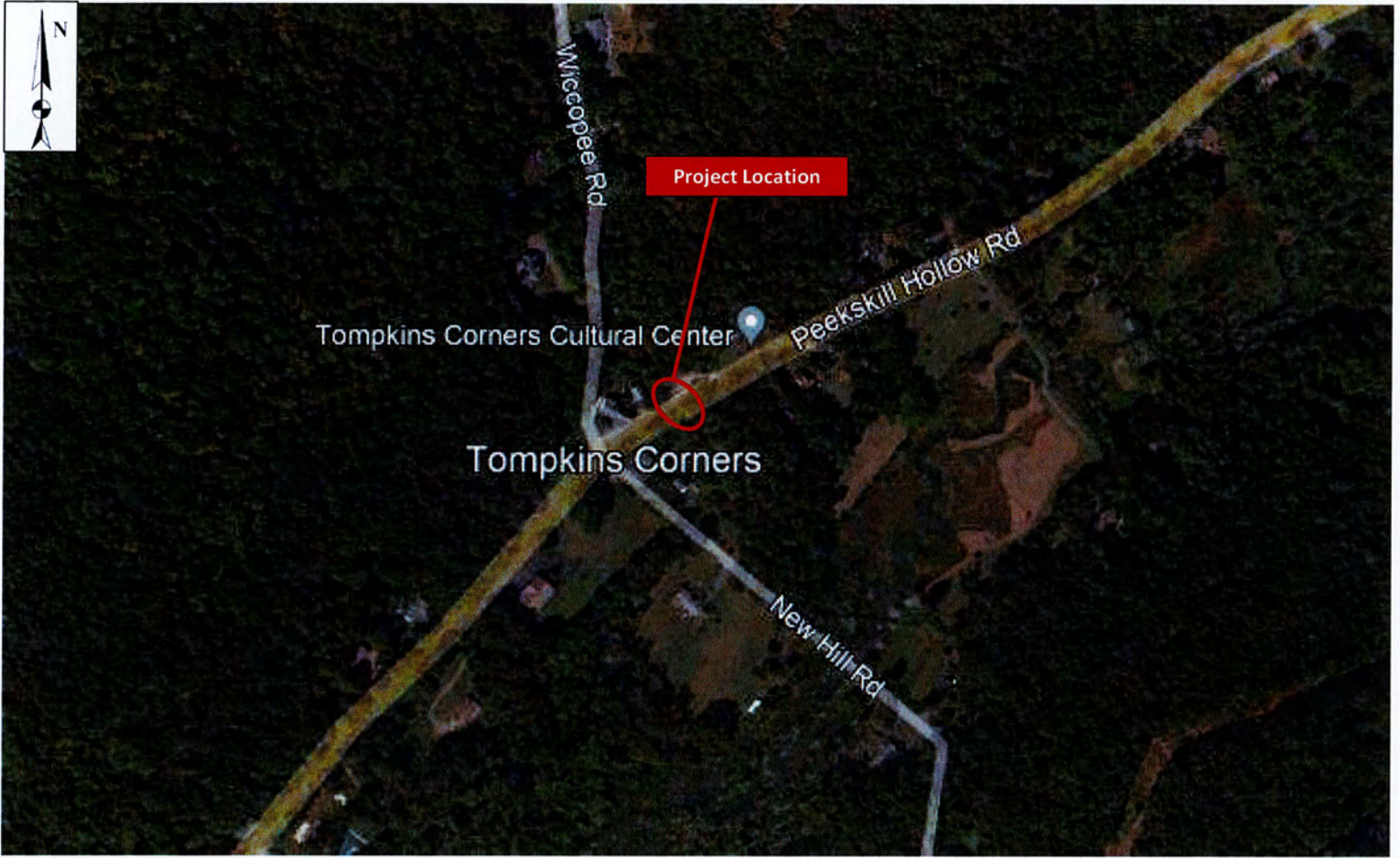
USGS Topographic Map
Peekskill Hollow Road Over the Wicopee Brook
Town of Kent
Putnam County

NOT TO SCALE



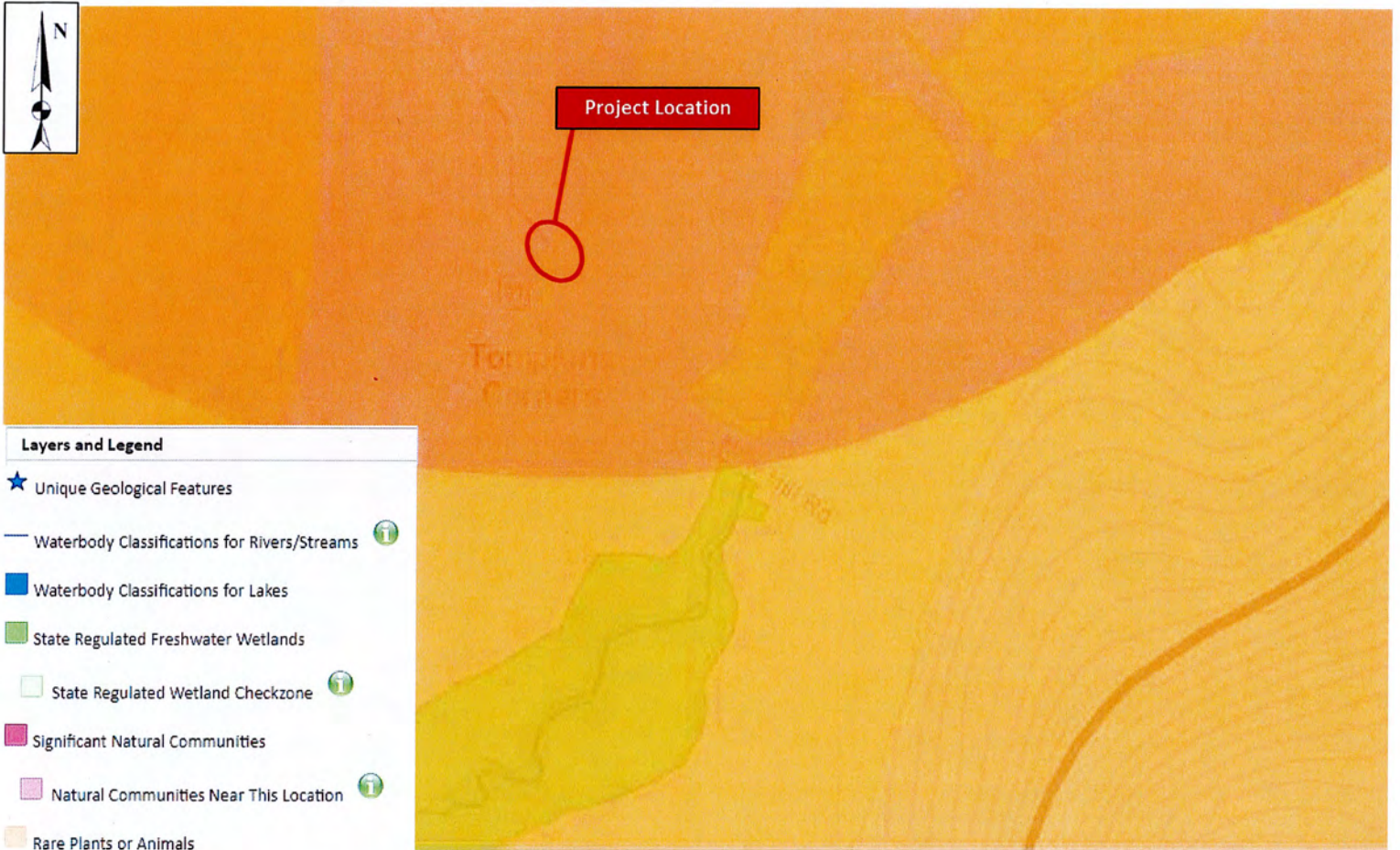
Google Earth Site Location Map
Peekskill Hollow Road Over the Wicopee Brook
Town of Kent
Putnam County

NOT TO SCALE



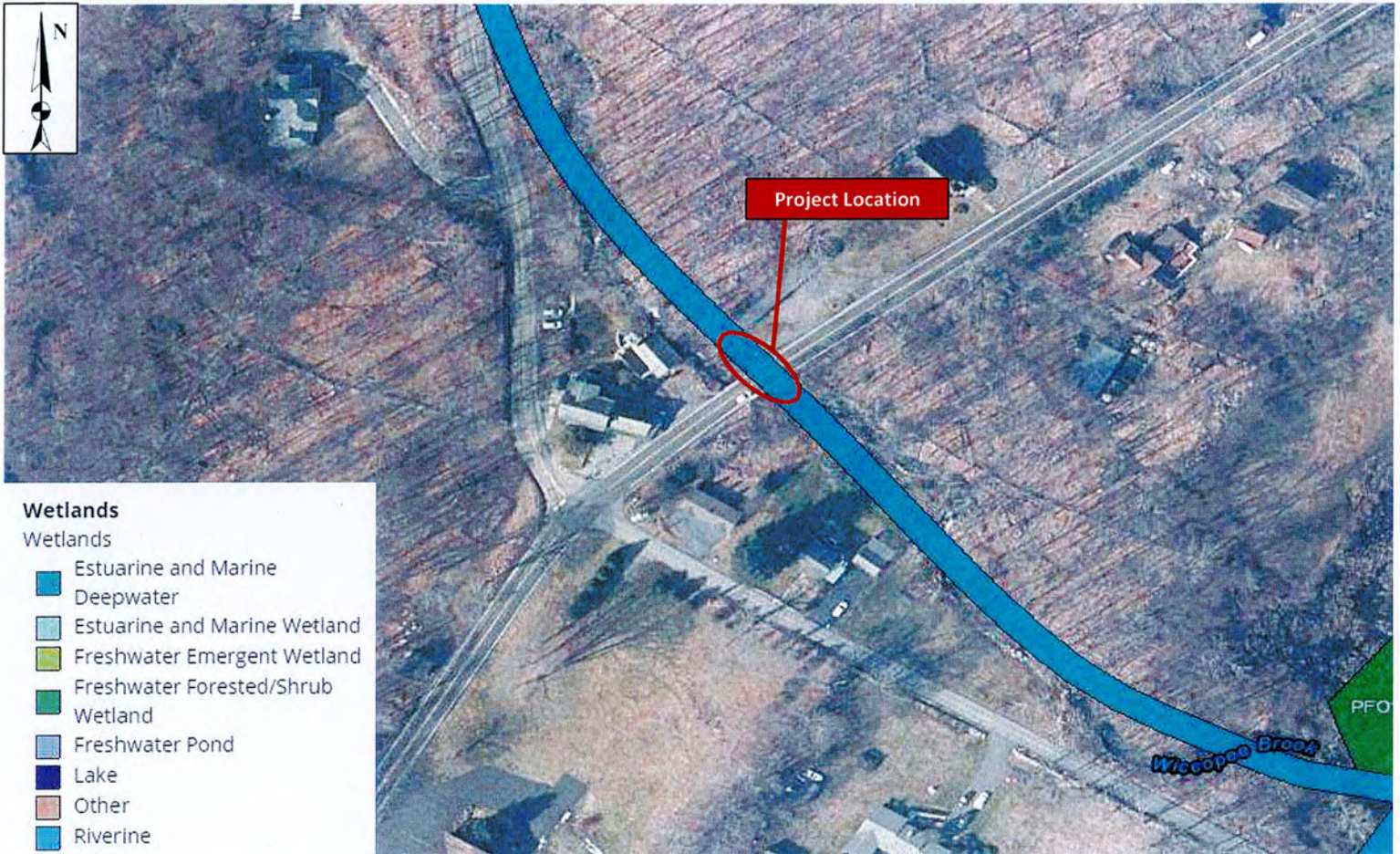
Google Earth Site Location Map
Peekskill Hollow Road Over the Wicopee Brook
Town of Kent
Putnam County

NOT TO SCALE



NYSDEC Environmental Resource Mapper
 Peekskill Hollow Road Over the Wiccopee Brook
 Town of Kent
 Putnam County

NOT TO SCALE



USFWS NWI Mapper
 Peekskill Hollow Road Over the Wicopee Brook
 Town of Kent
 Putnam County

NOT TO SCALE

National Register Building Sites (View)



USN Building Districts (View)



Survey Archaeology Areas (View)



Survey Building Areas (View)



Consultation Projects (View)



Archeologically Sensitive Areas



USN Building Points (View)

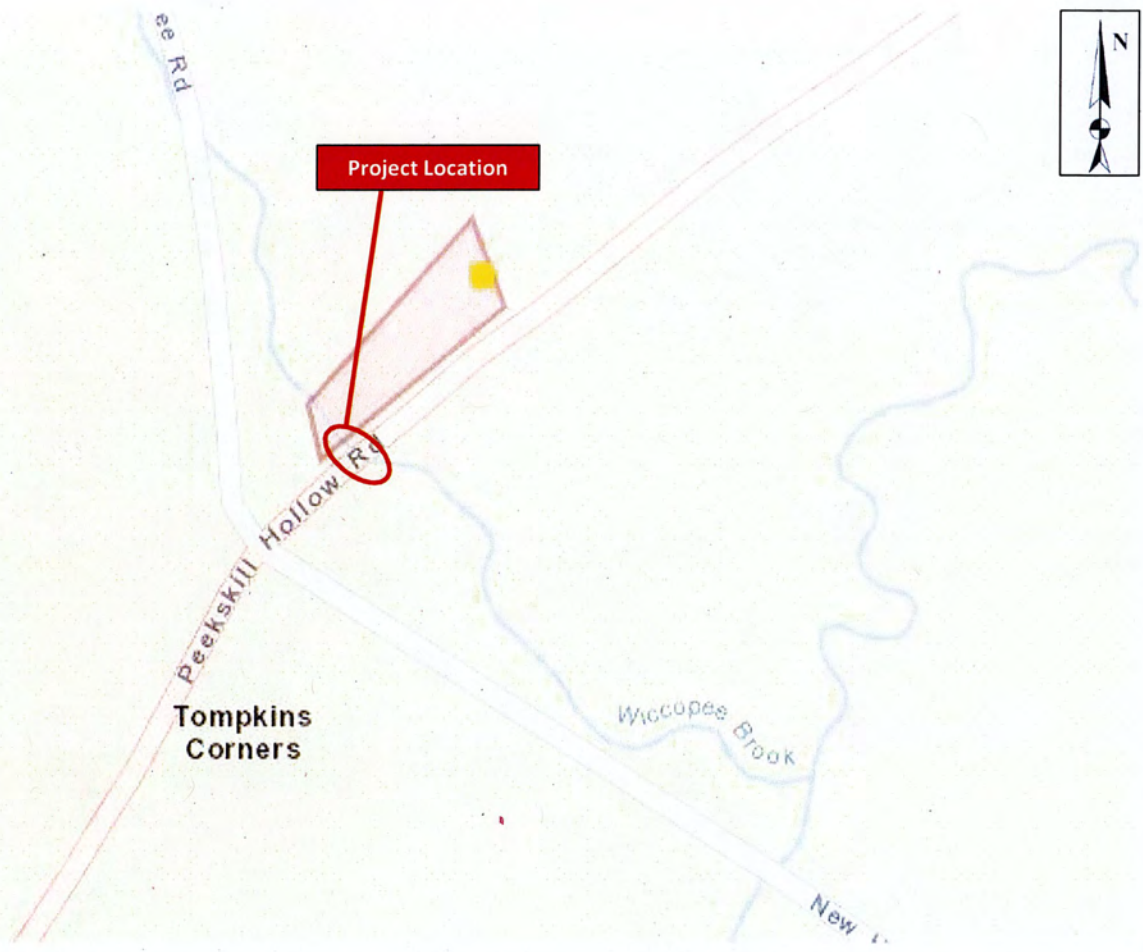
■ Eligible

■ Listed

■ Not Eligible

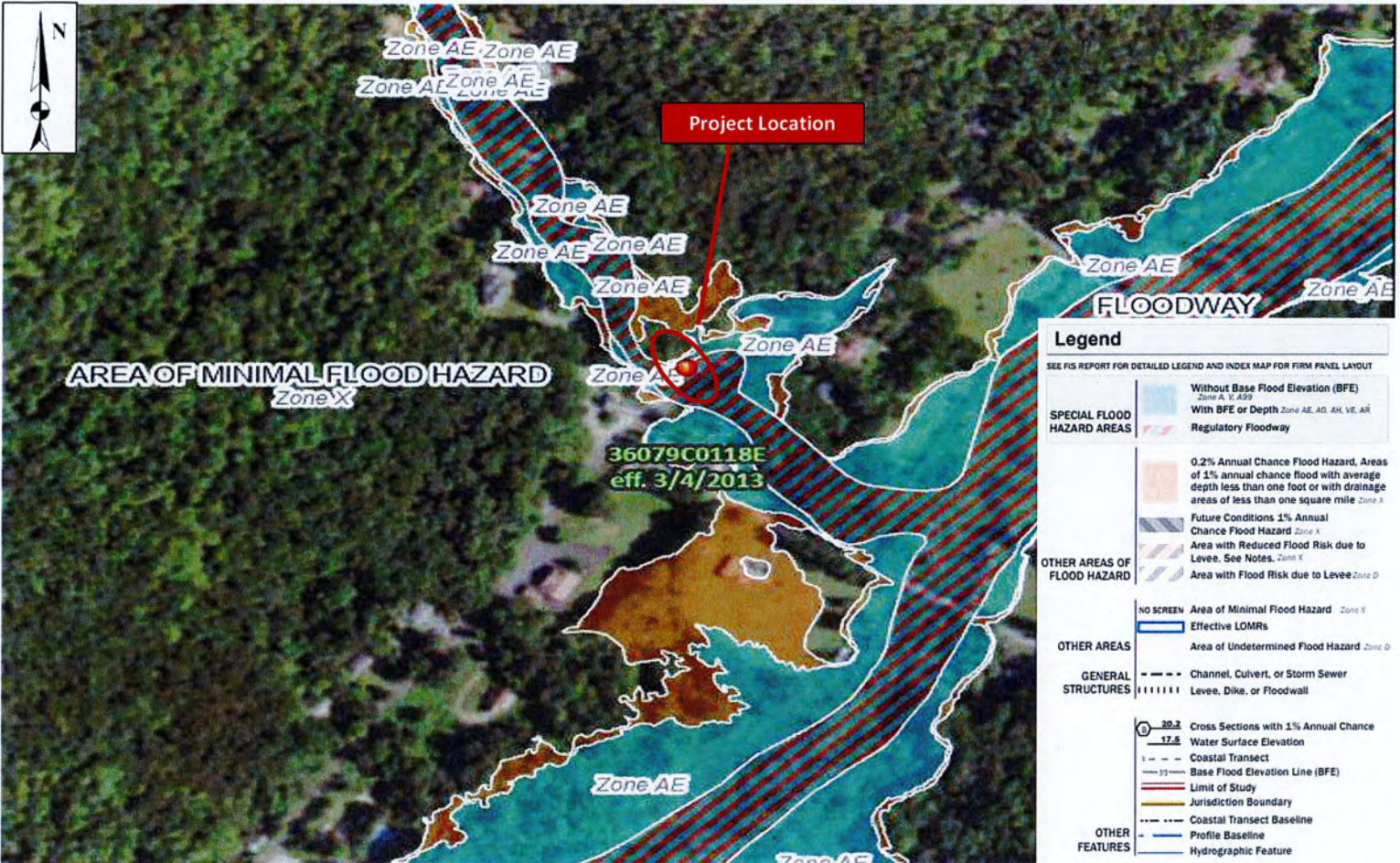
■ Not Eligible - Demolished

■ Undetermined



NYSHPO CRIS Mapper
 Peekskill Hollow Road Over the Wiccopee Brook
 Town of Kent
 Putnam County

NOT TO SCALE



FEMA Floodplains Mapper
 Peekskill Hollow Road Over the Wicopee Brook
 Town of Kent
 Putnam County

NOT TO SCALE



Putnam County, New York (NY079)
Putnam County, New York (NY079) ©

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ChB	Charlton fine sandy loam, 3 to 8 percent slopes	0.3	95.7%
CrC	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	0.0	4.3%
Totals for Area of Interest		0.4	100.0%



USDA Soils Map
Peekskill Hollow Road Over the Wicopee Brook
Town of Kent
Putnam County

NOT TO SCALE

ATTACHMENT 2

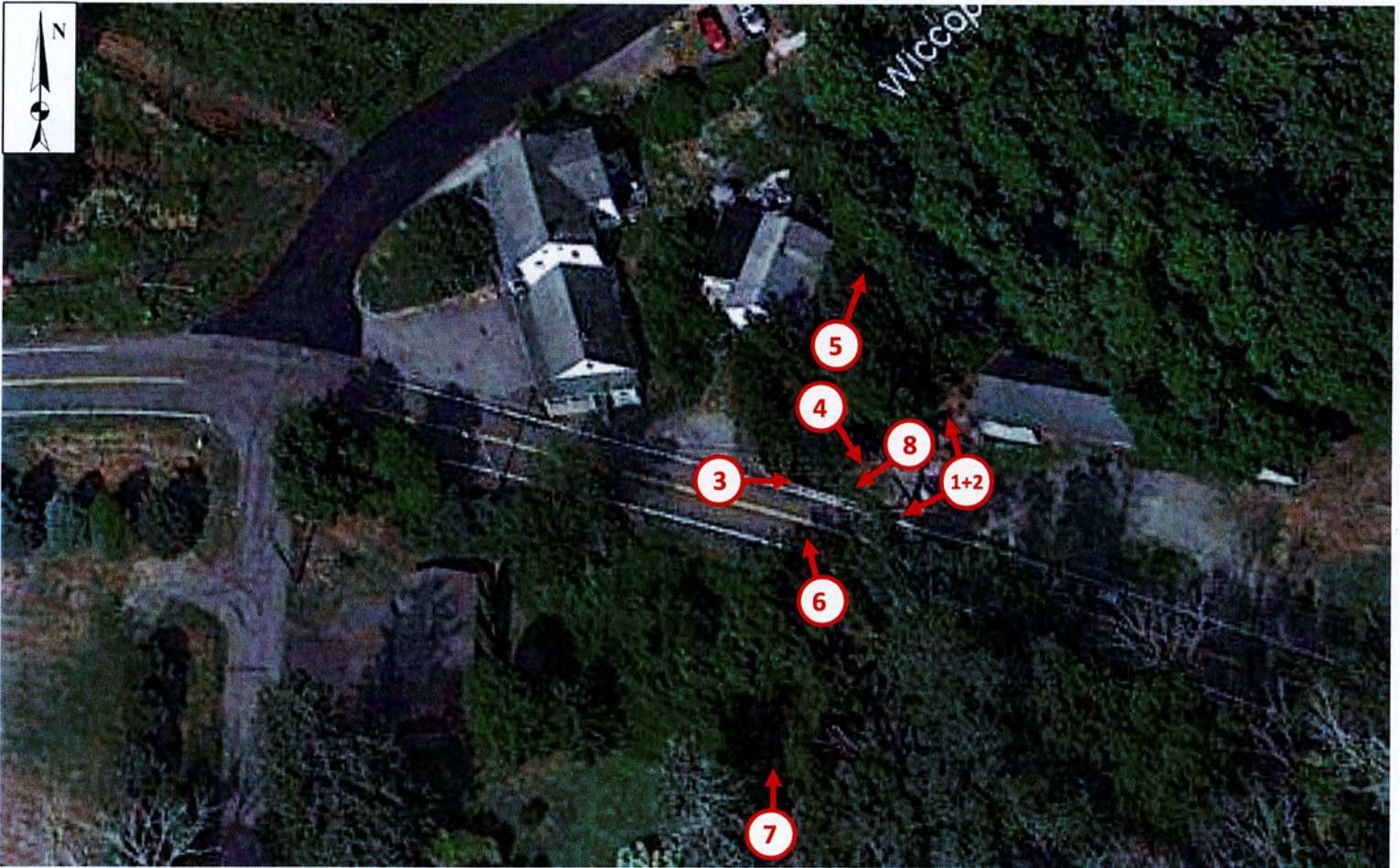


Photo Location Map
Peekskill Hollow Road Over the Wiccopee Brook
Town of Kent
Putnam County

NOT TO SCALE

Peekskill Hollow Road over Wicopee Brook Culvert Replacement
Site Photographs



Photo 1: View of existing culvert looking southwest.

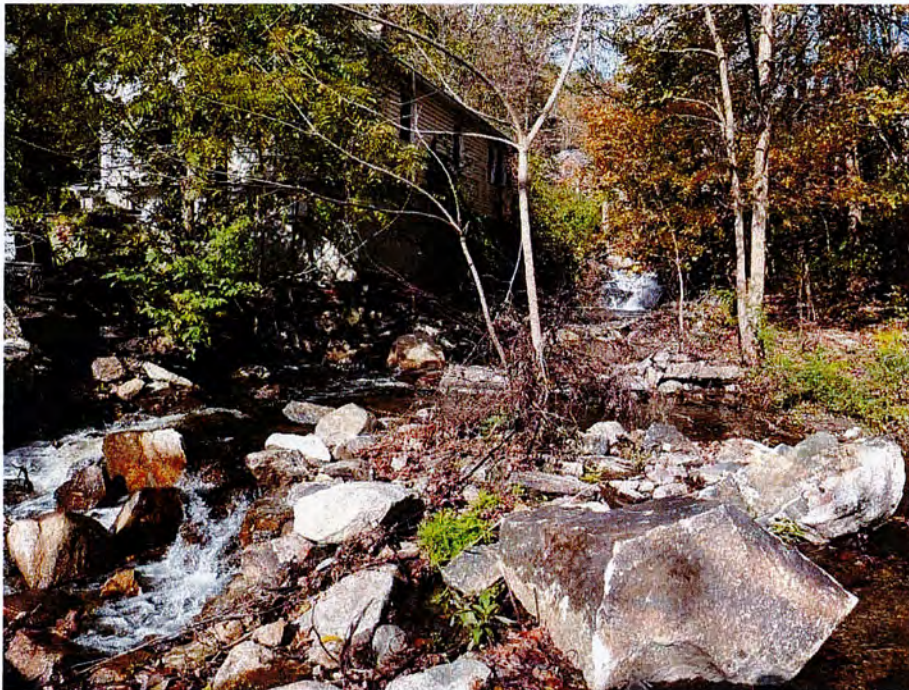


Photo 2: Upstream view, looking northwest.

Peekskill Hollow Road over Wicopee Brook Culvert Replacement
Site Photographs



Photo 3: View of culvert looking northeast.



Photo 4: View of culvert looking southeast.

Peekskill Hollow Road over Wicopee Brook Culvert Replacement
Site Photographs



Photo 5: Upstream view.



Photo 6: Looking northwest under the existing culvert.

Peekskill Hollow Road over Wicopee Brook Culvert Replacement
Site Photographs



Photo 7: Looking upstream toward culvert.



Photo 8: View looking west under the culvert.

3.3.8 Historic and Cultural Resources

3.3.8.1 National Historic Preservation Act – Section 106 / State Historic Preservation Act – Section 14.09

According to the National and State Registers of Historic Places, there are no historic properties eligible or listed within the project's area of potential effect. The project site is approximately 250 feet Southwest of a building listed on the National Register of Historic Places, the Tompkins Corners United Methodist (90NR02380). An Architectural Survey Report was prepared for the proposed project and is included in Appendix B. The Architectural Survey Report identified a total of seven resources, which were surveyed for the project. Structure 3 (The Methodist Church) was listed on the National Register of Historic Places in 1982 and it retains eligibility. There are no anticipated project impacts to this structure or to its associated property.

Because the project is a federally funded action, involves a federal permit, or is state funded with the possibility of becoming federally funded, the Department will be following the Section 106 Process of the National Historic Preservation Act. This ensures compliance with the NYSHPA Section 14.09 process.

3.3.8.2 Architectural Resources

The proposed project does not involve federally owned, jurisdictional, or controlled property that is eligible for inclusion in the National Register of Historic Places. Therefore, Section 110 does not apply.

3.3.8.3 Archaeological Resources

The proposed project will not require project activities within previously undisturbed areas that have the potential to contain archeological resources. A Phase 1A Report was prepared for the proposed project and is included in Appendix B. The Phase 1A Report concluded that the APE has a low precontact and historic archeological potential. No archeologically sensitive areas were identified during the Phase 1A survey. Hartgen recommended that no additional work is warranted within the current APE. Thus, a 4(f) evaluation will not be required for archaeological resources.

3.3.8.4 Historic Bridges

There are no bridges listed on NYSDOT's Historic Bridge Inventory that are located within the project's area of potential effect.

3.3.8.5 Native American Involvement

The Department will be requested to follow the Section 106 Process of the National Historic Preservation Act (36 CFR 800). This ensures compliance with the Archaeological Resources Protection Act.

3.3.8.6 Section 4(f) Involvement

No historic properties that are listed on, or eligible for, inclusion in the National Register of Historic Places are located within the project's area of potential effect.

The proposed project will not require project activities within previously undisturbed areas that have the potential to contain archeological resources. A 4(f) evaluation will not be required for historic or archaeological resources.

Peekskill Hollow Road Culvert Replacement

721 Peekskill Hollow Road

Putnam Valley, NY 10579

Inquiry Number: 7473485.4

October 18, 2023

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

10/18/23

Site Name:

Peekskill Hollow Road Culvert
721 Peekskill Hollow Road
Putnam Valley, NY 10579
EDR Inquiry # 7473485.4

Client Name:

OSPA Engineering
800 Route 146, Bldg. 200, Suite 280
Clifton Park, NY 12065
Contact: Grace Koetzle



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by OSPA Engineering were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

P.O.# NA
Project: Peekskill Hollow Road Culvert

Coordinates:

Latitude: 41.399352 41° 23' 58" North
Longitude: -73.801727 -73° 48' 6" West
UTM Zone: Zone 18 North
UTM X Meters: 600166.81
UTM Y Meters: 4583783.19
Elevation: 374.00' above sea level

Maps Provided:

2019	1936
2016	1901
2013	1899
1979	1894
1956	1892
1947	
1946	
1941	

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2019 Source Sheets



Oscawana Lake
2019
7.5-minute, 24000

2016 Source Sheets



Oscawana Lake
2016
7.5-minute, 24000

2013 Source Sheets



Oscawana Lake
2013
7.5-minute, 24000

1979 Source Sheets



Oscawana Lake
1979
7.5-minute, 24000
Aerial Photo Revised 1956

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1956 Source Sheets



Oscawana Lake
1956
7.5-minute, 24000
Aerial Photo Revised 1956

1947 Source Sheets



West Point
1947
15-minute, 62500
Aerial Photo Revised 1946

1946 Source Sheets



WEST POINT
1946
15-minute, 50000

1941 Source Sheets



West Point
1941
15-minute, 62500

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1936 Source Sheets



West Point
1936
15-minute, 48000

1901 Source Sheets



West Point
1901
15-minute, 62500

1899 Source Sheets



West Point
1899
15-minute, 62500

1894 Source Sheets



West Point
1894
15-minute, 62500

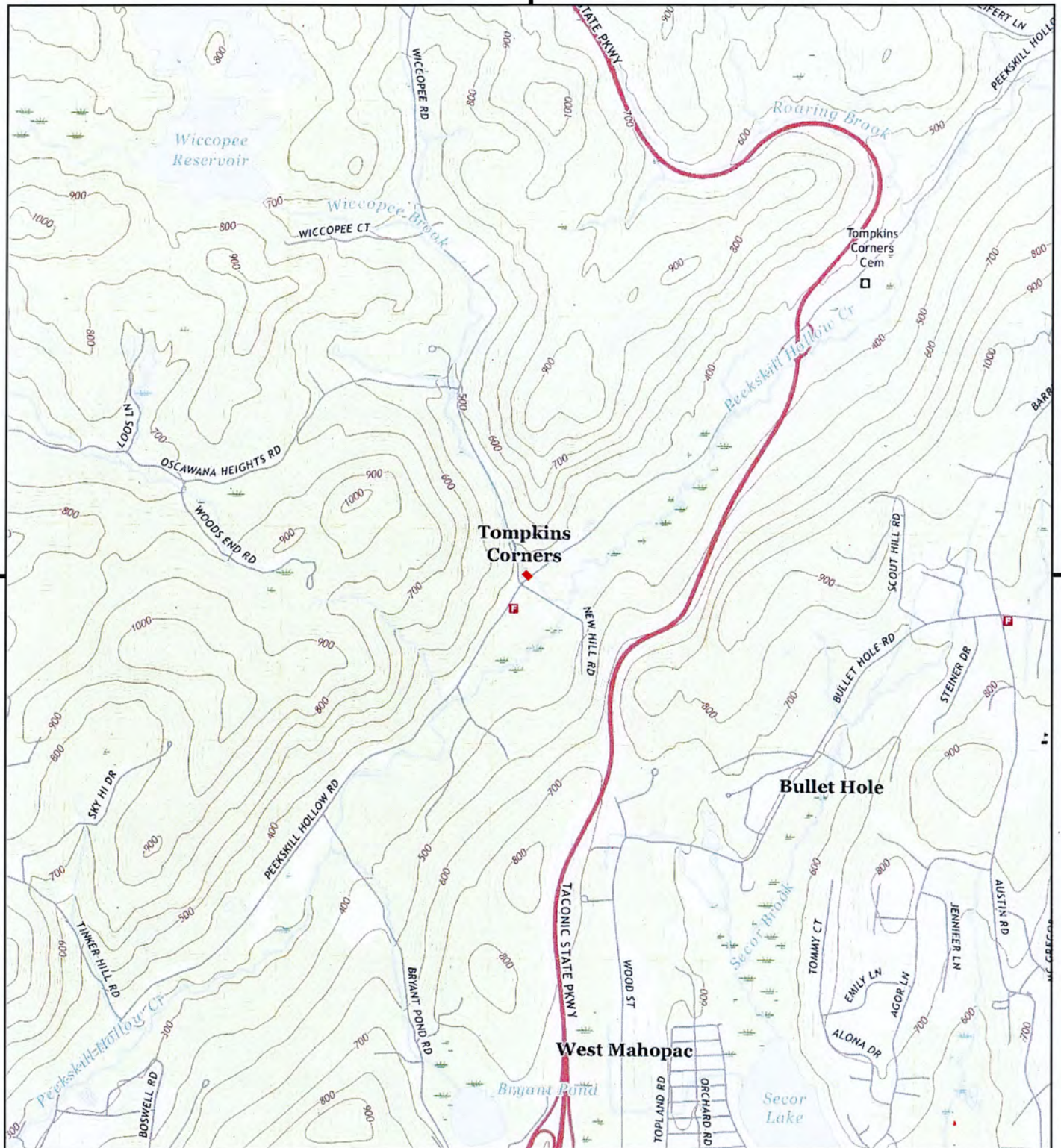
Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

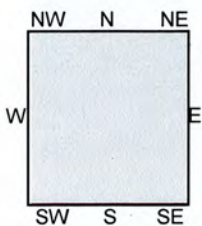
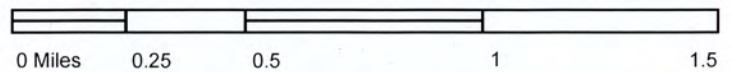
1892 Source Sheets



West Point
1892
15-minute, 62500



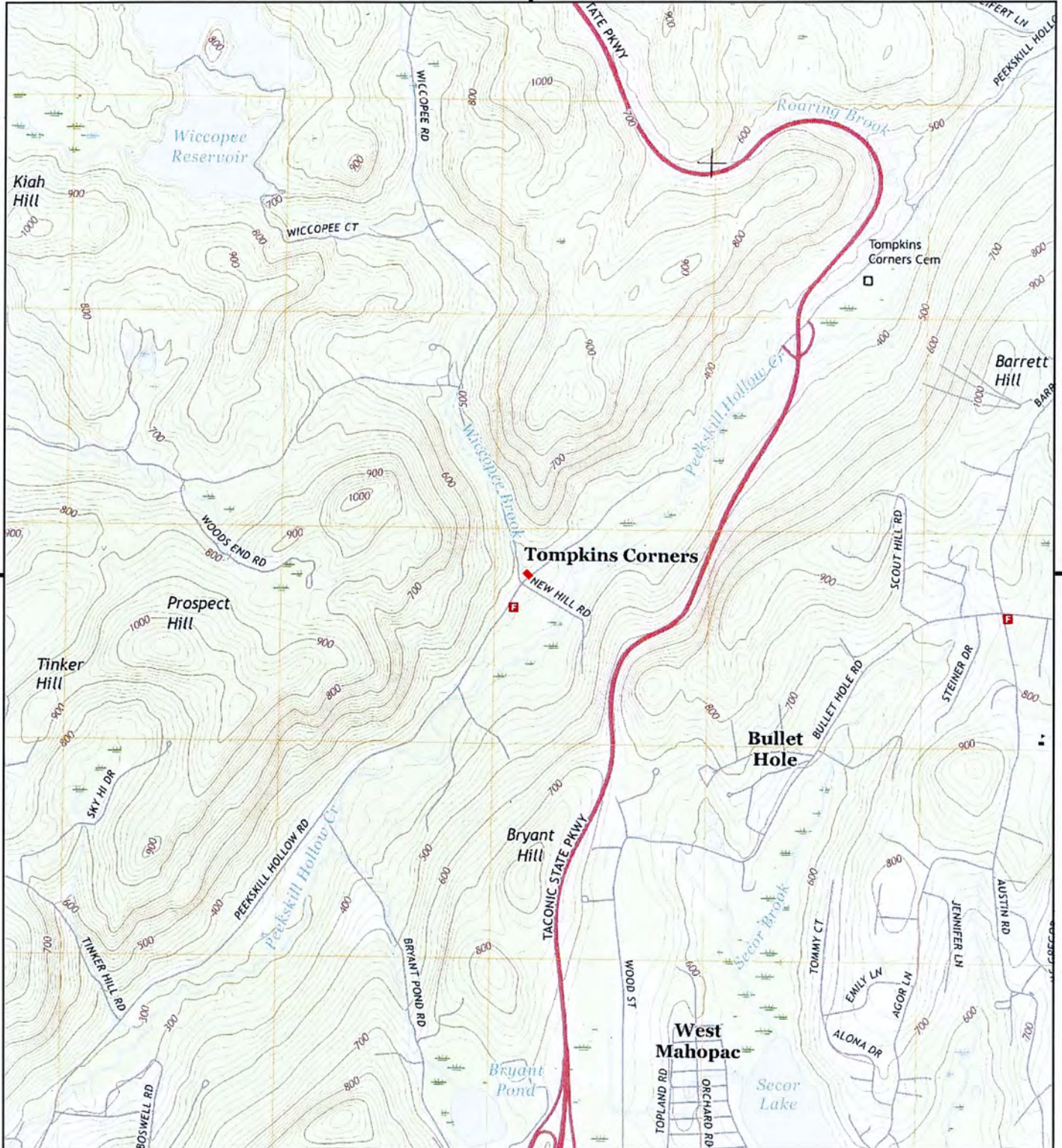
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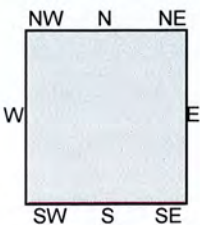
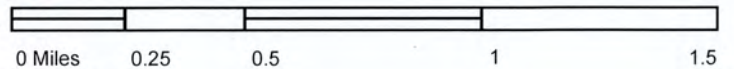
TP, Oscawana Lake, 2019, 7.5-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
 ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
 CLIENT: OSPA Engineering





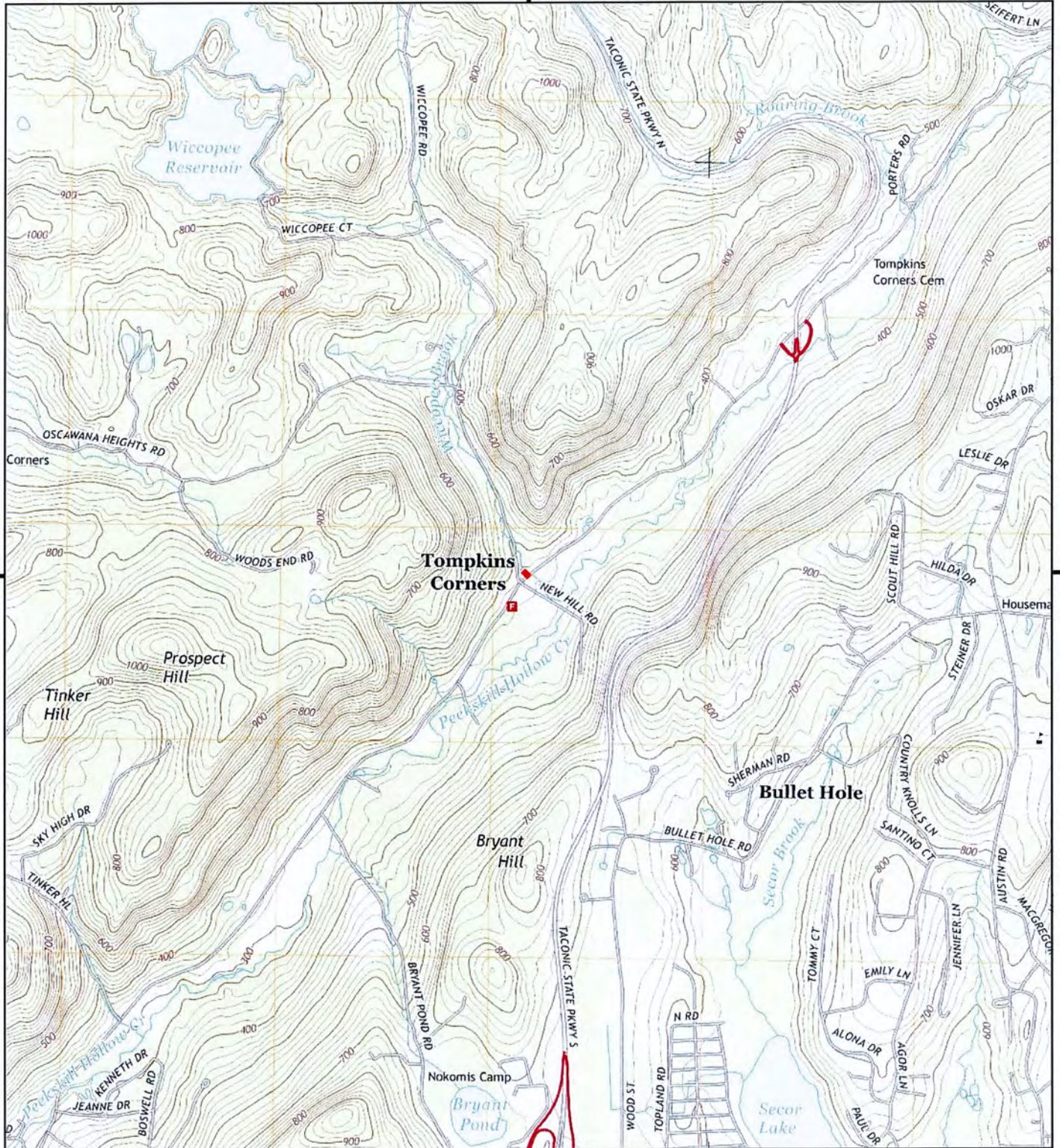
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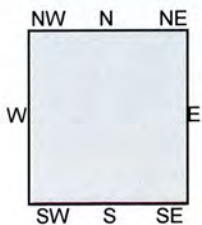
TP, Oscawana Lake, 2016, 7.5-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
 ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
 CLIENT: OSPA Engineering





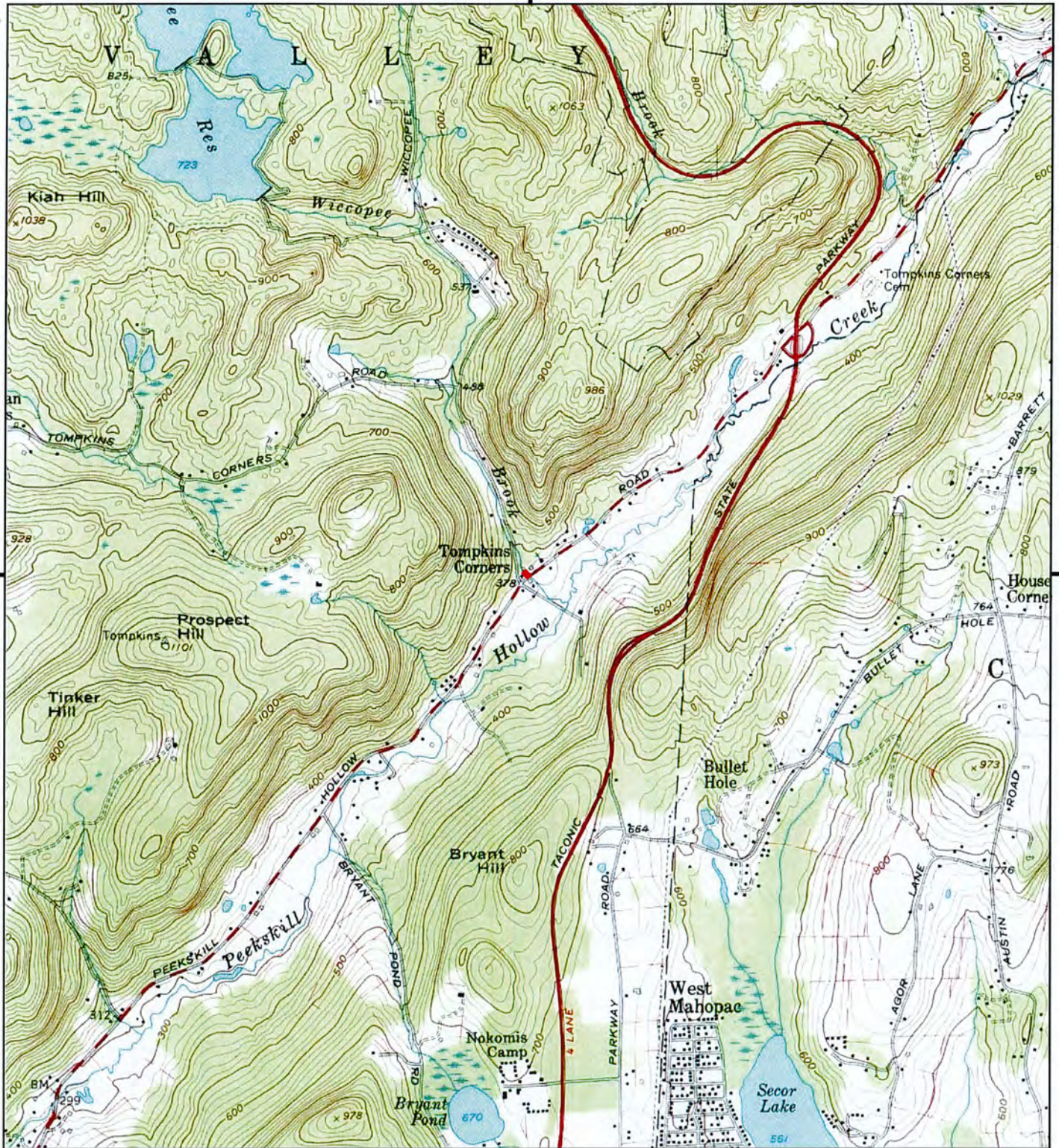
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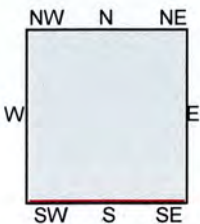
TP, Oscawana Lake, 2013, 7.5-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
CLIENT: OSPA Engineering





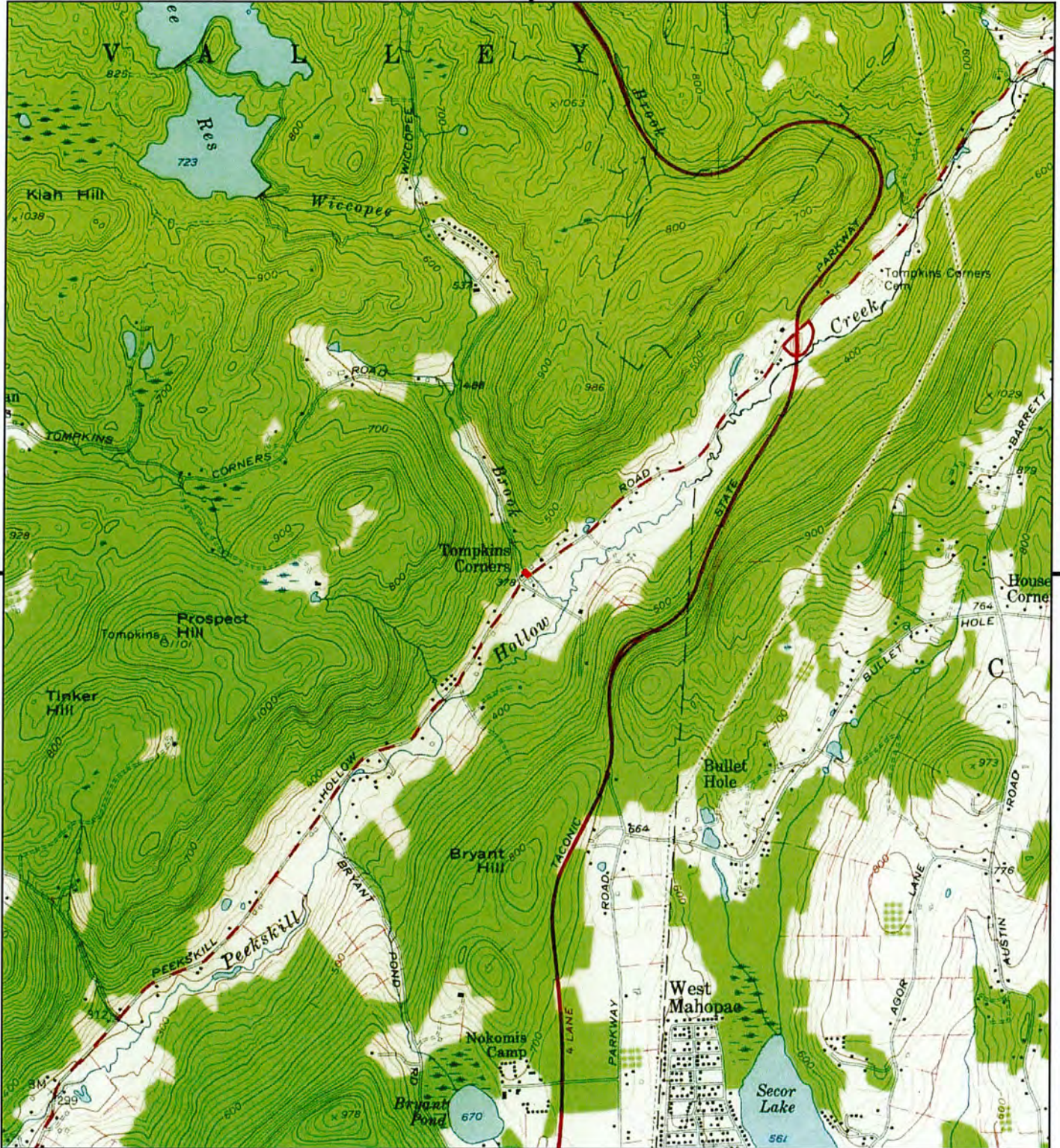
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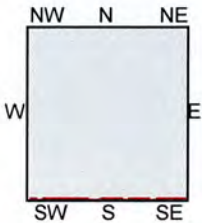
TP, Oscawana Lake, 1979, 7.5-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
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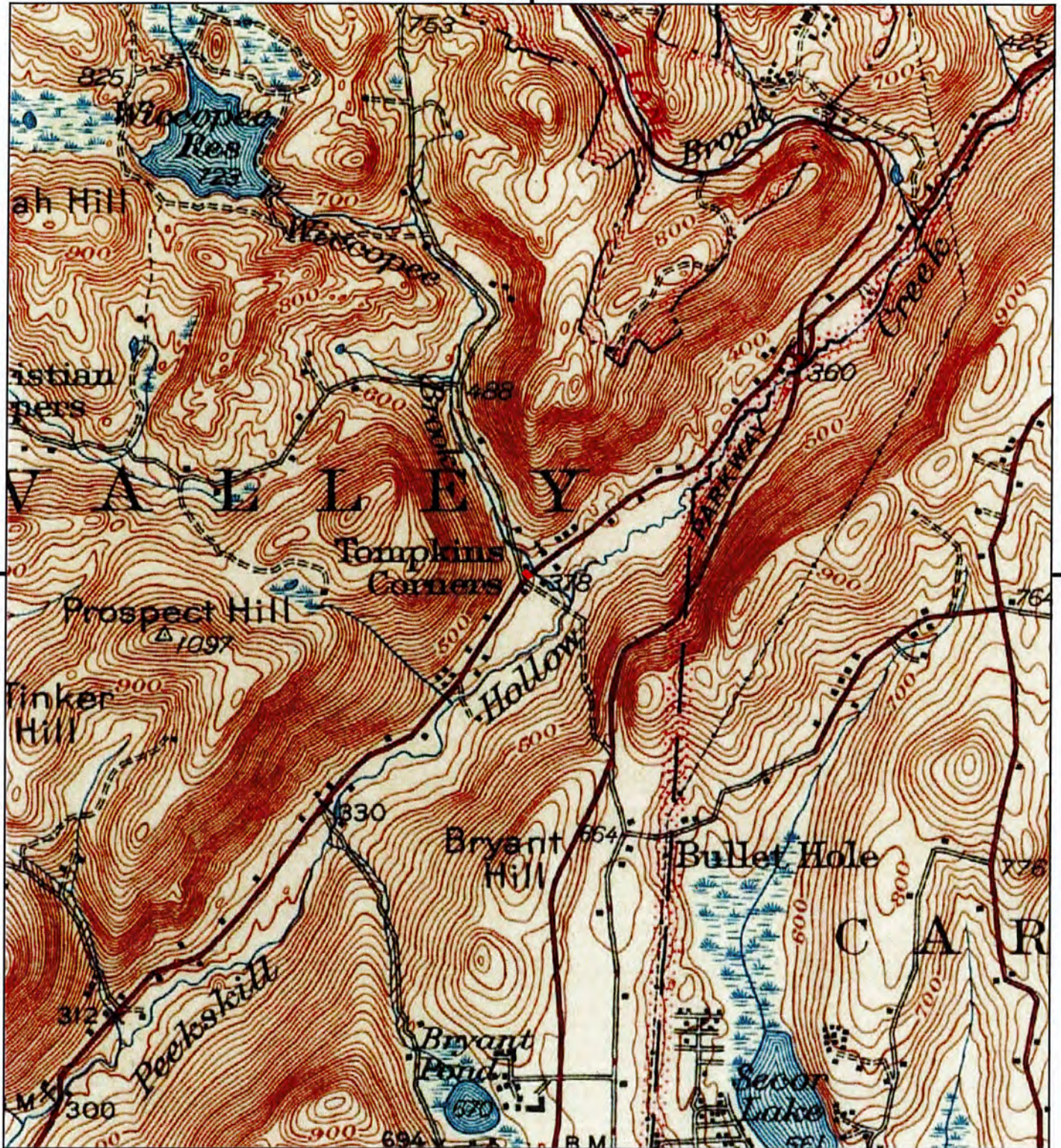
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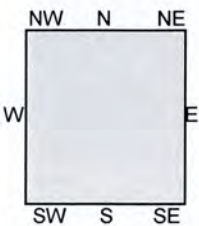
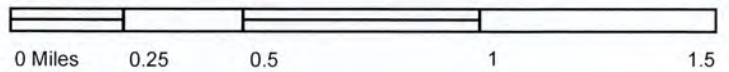
TP, Oscawana Lake, 1956, 7.5-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
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 Putnam Valley, NY 10579
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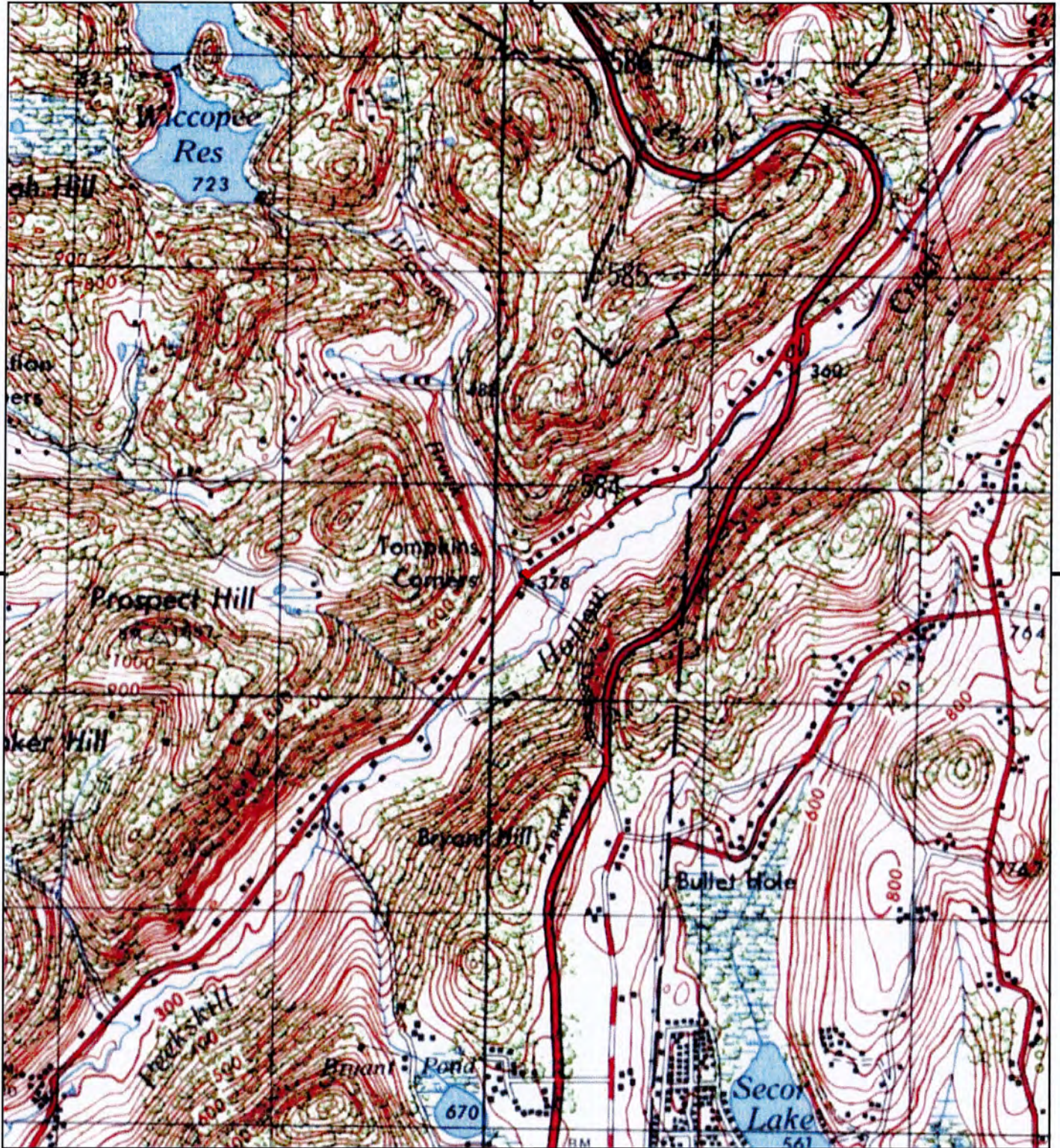
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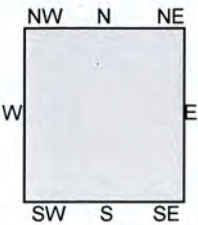
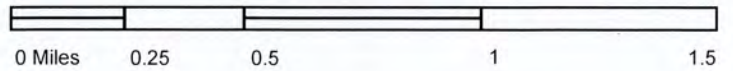
TP, West Point, 1947, 15-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
 ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
 CLIENT: OSPA Engineering





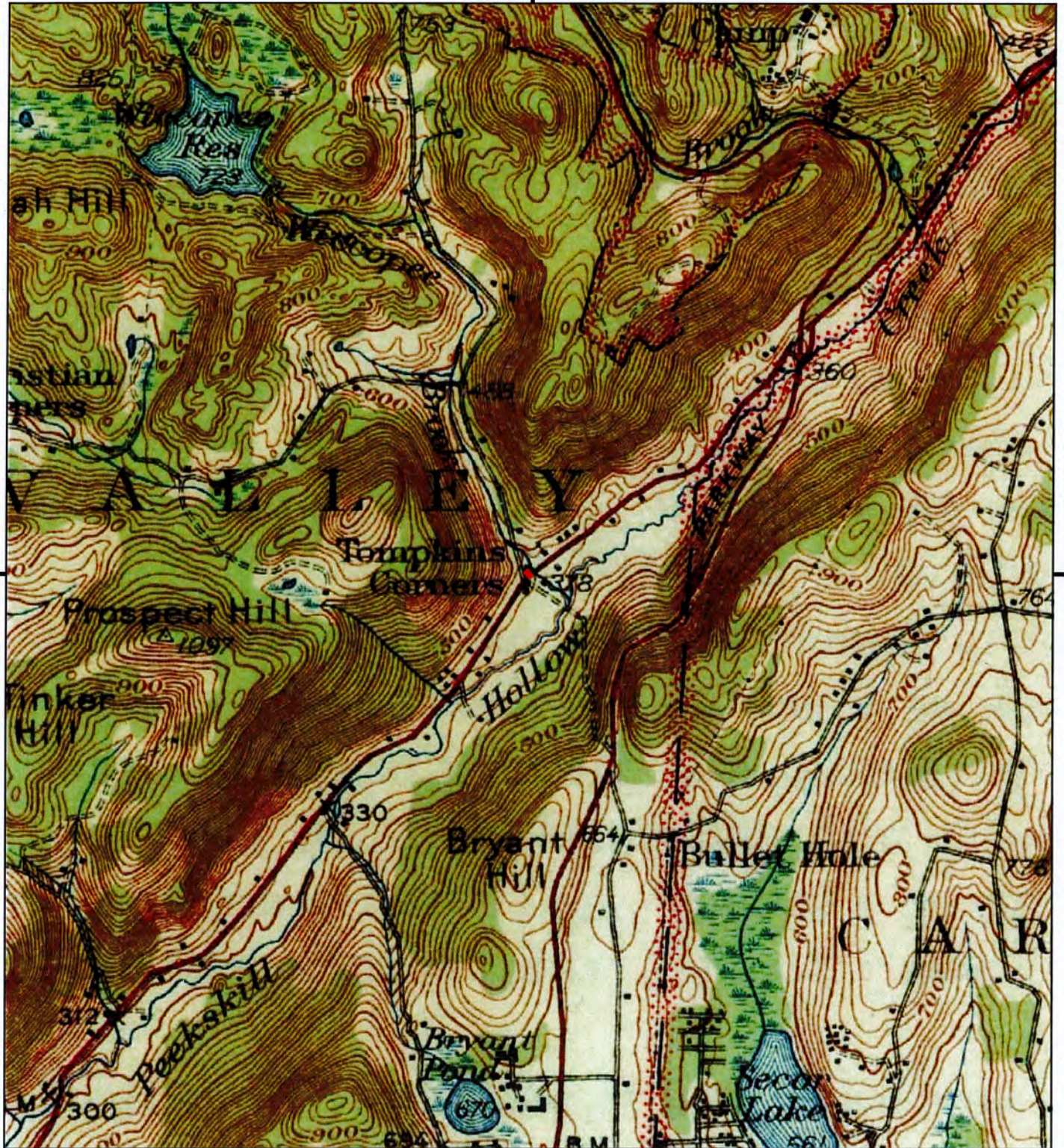
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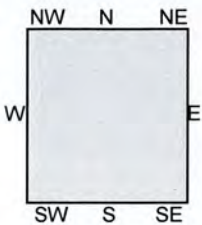
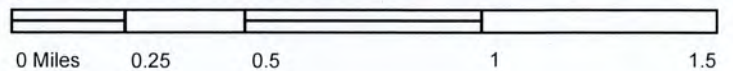
TP, WEST POINT, 1946, 15-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
 ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
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This report includes information from the following map sheet(s).



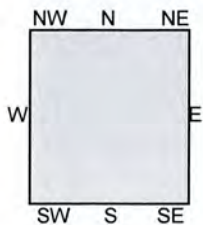
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SITE NAME: Peekskill Hollow Road Culvert Replacement
 ADDRESS: 721 Peekskill Hollow Road
 Putnam Valley, NY 10579
 CLIENT: OSPA Engineering





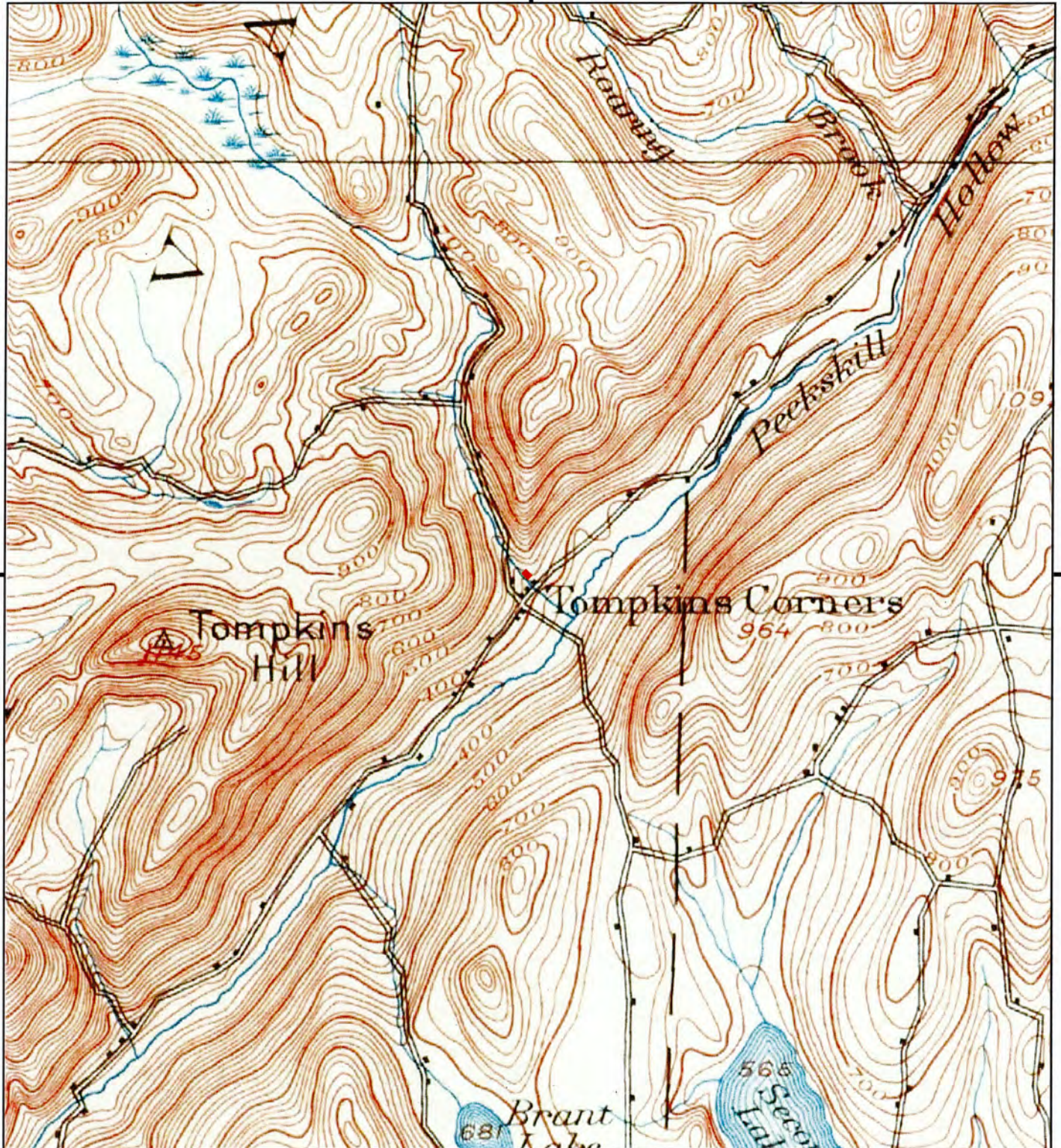
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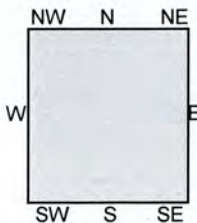
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SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
Putnam Valley, NY 10579
CLIENT: OSPA Engineering





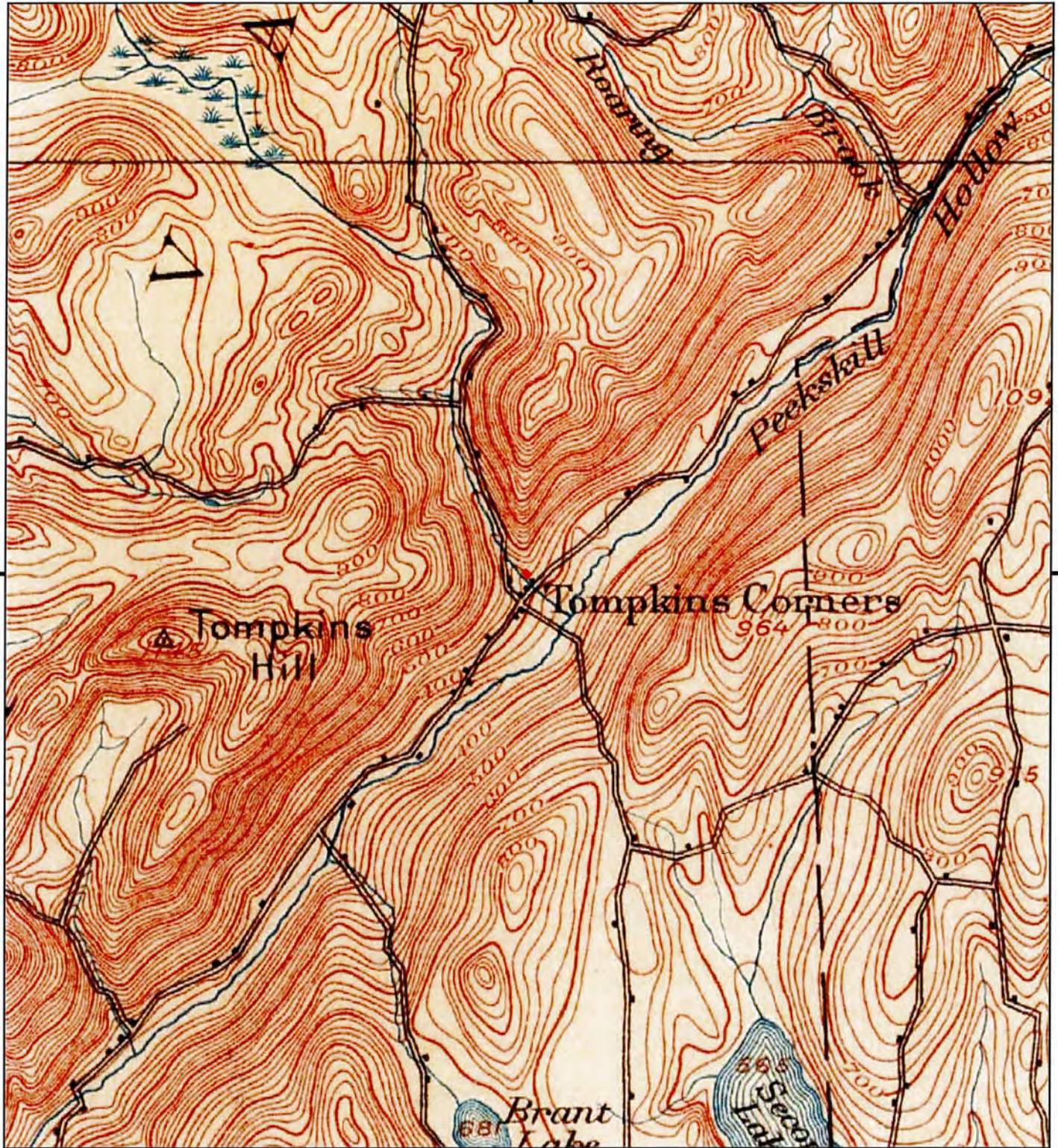
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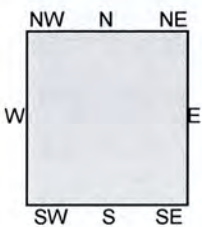
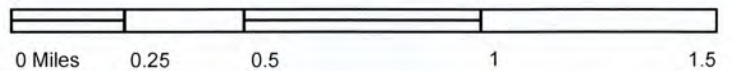
TP, West Point, 1901, 15-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
Putnam Valley, NY 10579
CLIENT: OSPA Engineering





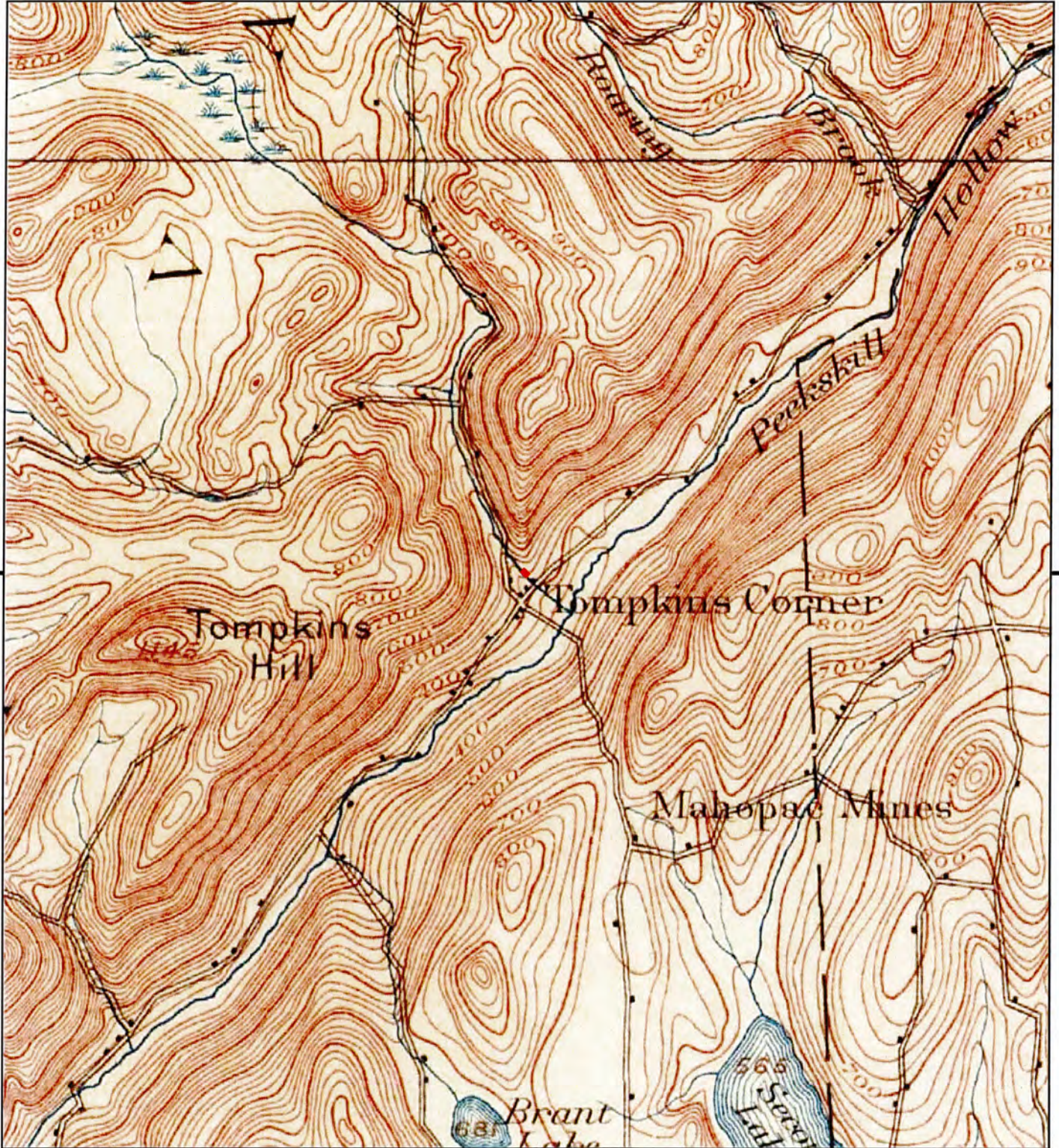
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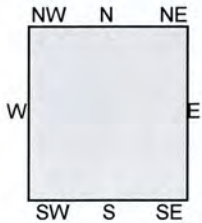
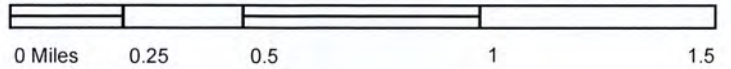
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SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
Putnam Valley, NY 10579
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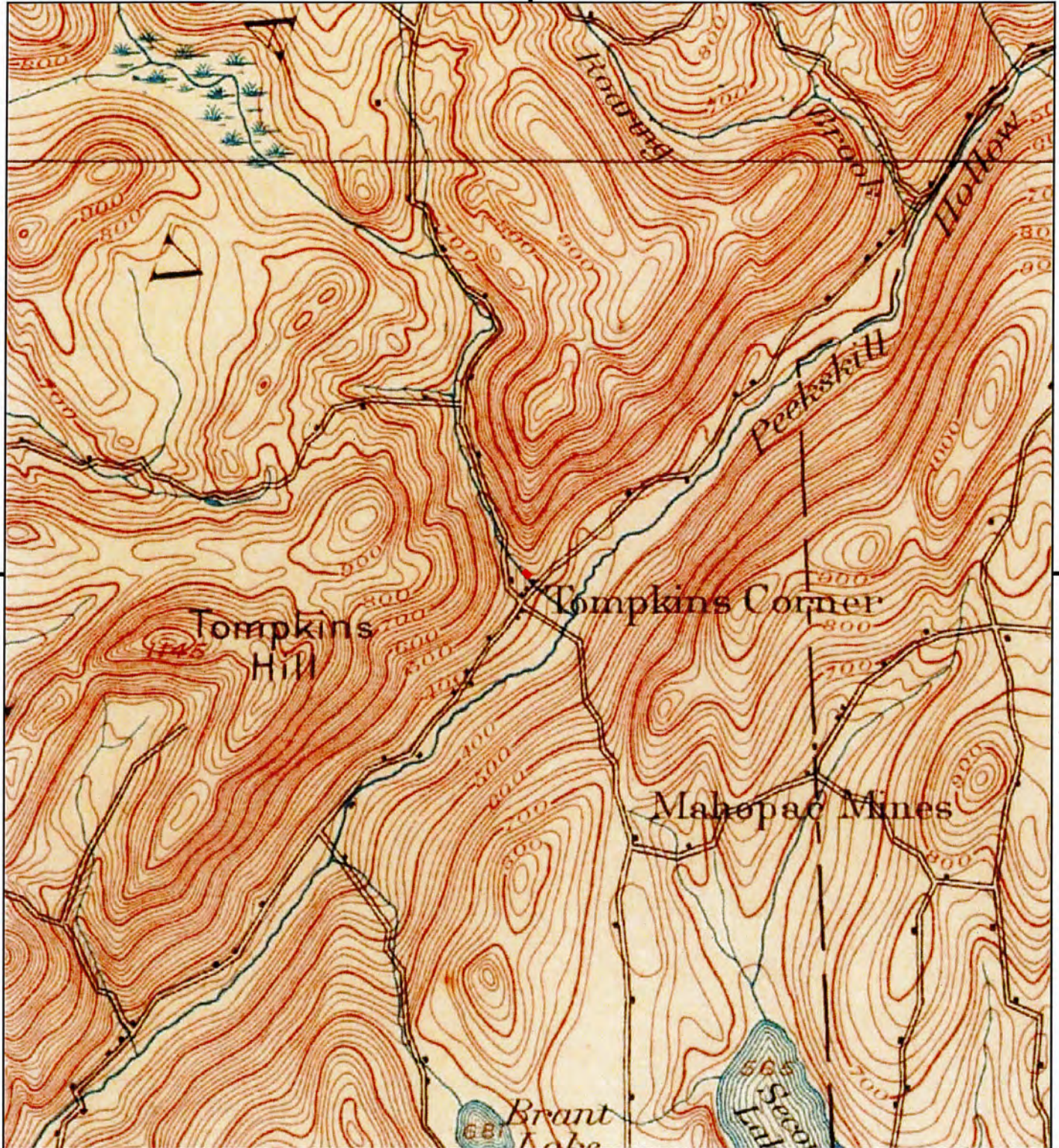
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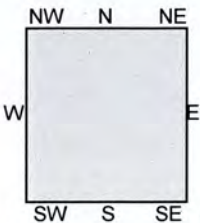
TP, West Point, 1894, 15-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
Putnam Valley, NY 10579
CLIENT: OSPA Engineering






This report includes information from the following map sheet(s).



TP, West Point, 1892, 15-minute

SITE NAME: Peekskill Hollow Road Culvert Replacem
ADDRESS: 721 Peekskill Hollow Road
Putnam Valley, NY 10579
CLIENT: OSPA Engineering





Peekskill Hollow Road Culvert Replacement

721 Peekskill Hollow Road

Putnam Valley, NY 10579

Inquiry Number: 7473485.8

October 19, 2023



The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

10/19/23

Site Name:

Peekskill Hollow Road Culvert |
721 Peekskill Hollow Road
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OSPA Engineering
800 Route 146, Bldg. 200, Suite 280
Clifton Park, NY 12065
Contact: Grace Koetzle



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2019	1"=500'	Flight Year: 2019	USDA/NAIP
2015	1"=500'	Flight Year: 2015	USDA/NAIP
2011	1"=500'	Flight Year: 2011	USDA/NAIP
2008	1"=500'	Flight Year: 2008	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1993	1"=500'	Acquisition Date: January 01, 1993	USGS/DOQQ
1985	1"=500'	Flight Date: March 16, 1985	USDA
1958	1"=500'	Flight Date: August 05, 1958	USGS
1954	1"=500'	Flight Date: April 13, 1954	Jack
1941	1"=500'	Flight Date: October 20, 1941	USGS

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INQUIRY #: 7473485.8

YEAR: 2019

— = 500'





INQUIRY #: 7473485.8

YEAR: 2015

— = 500'





INQUIRY #: 7473485.8

YEAR: 2011

— = 500'





INQUIRY #: 7473485.8

YEAR: 2008

— = 500'



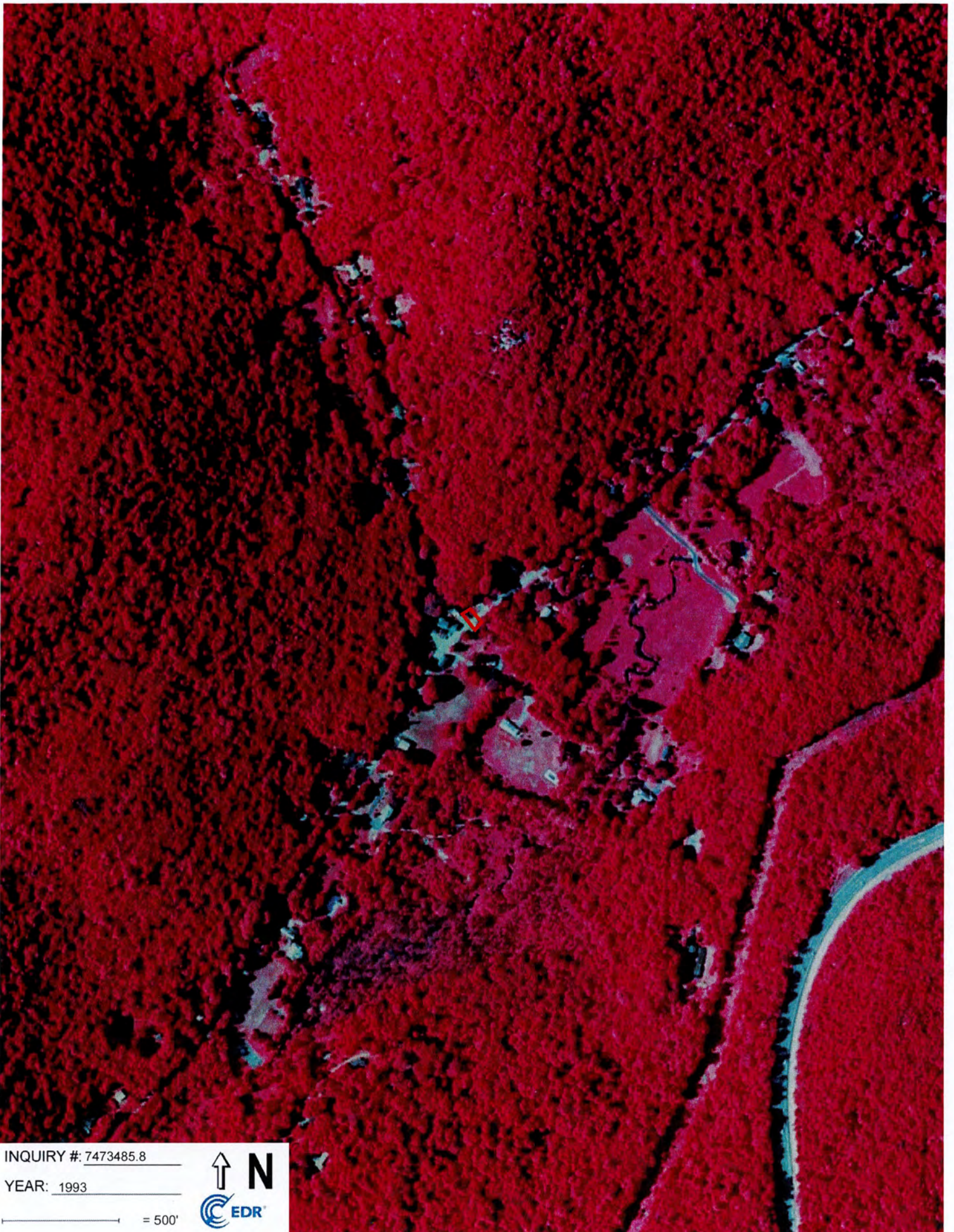


INQUIRY #: 7473485.8

YEAR: 2006

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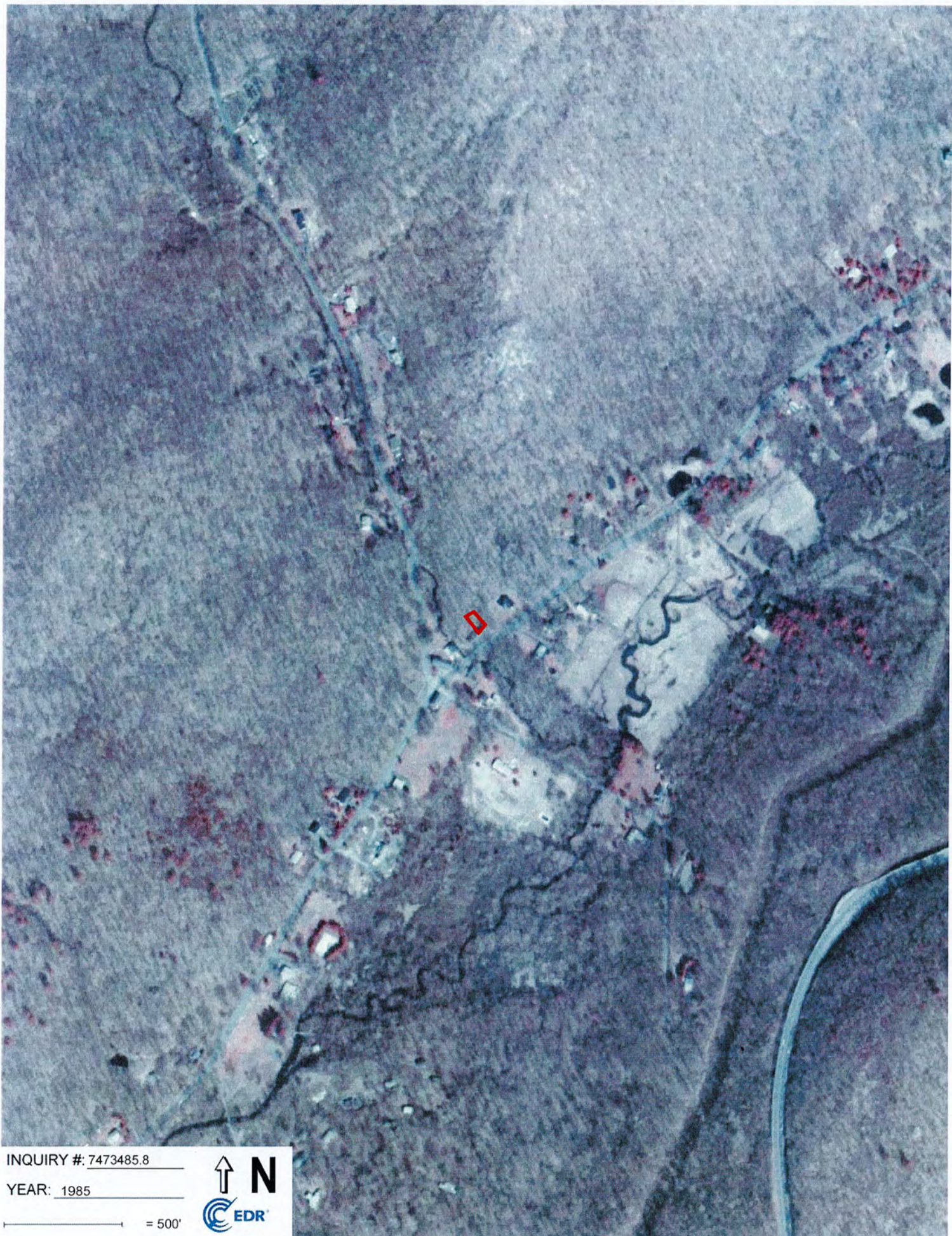


INQUIRY #: 7473485.8

YEAR: 1993

— = 500'



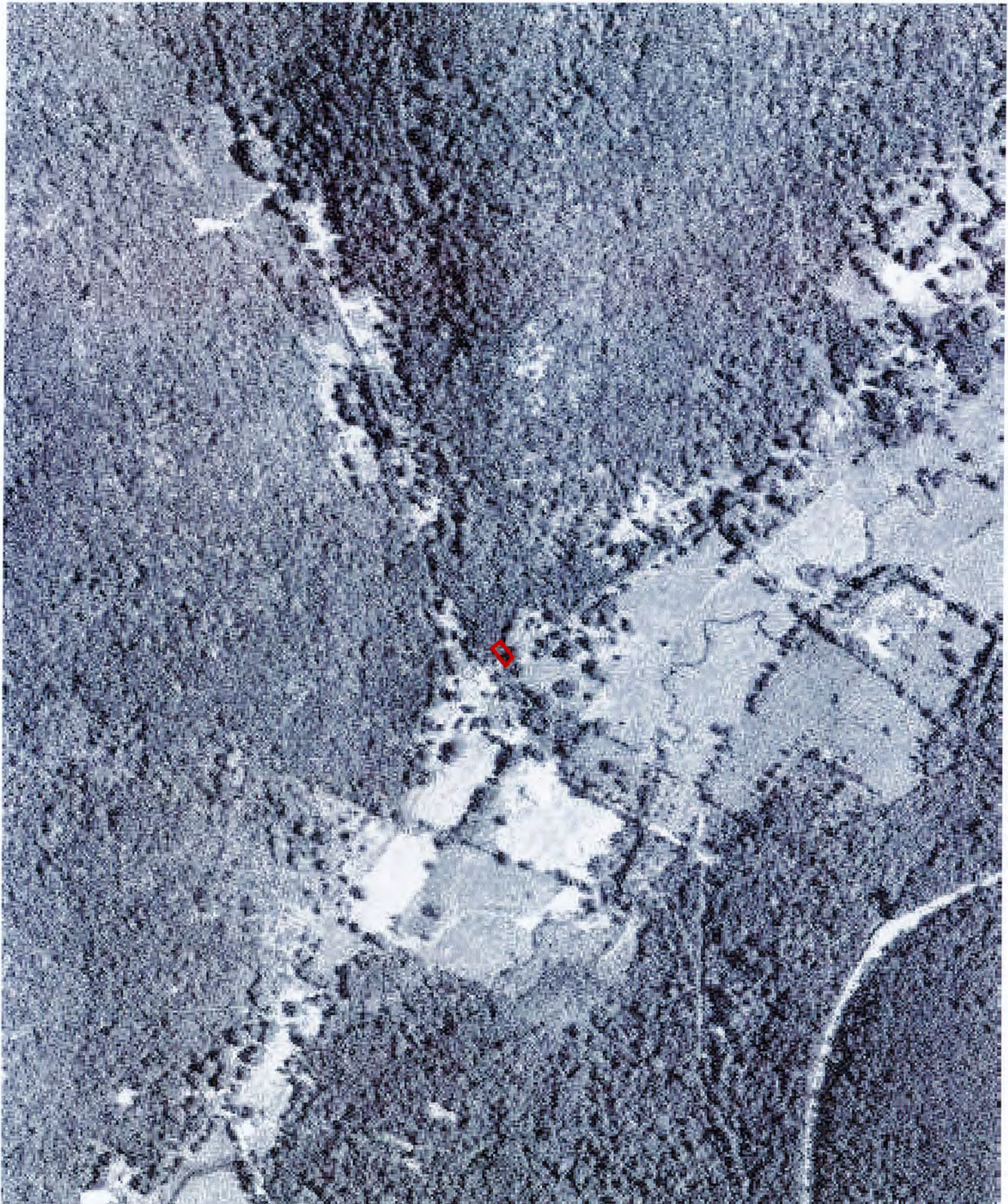


INQUIRY #: 7473485.8

YEAR: 1985

— = 500'



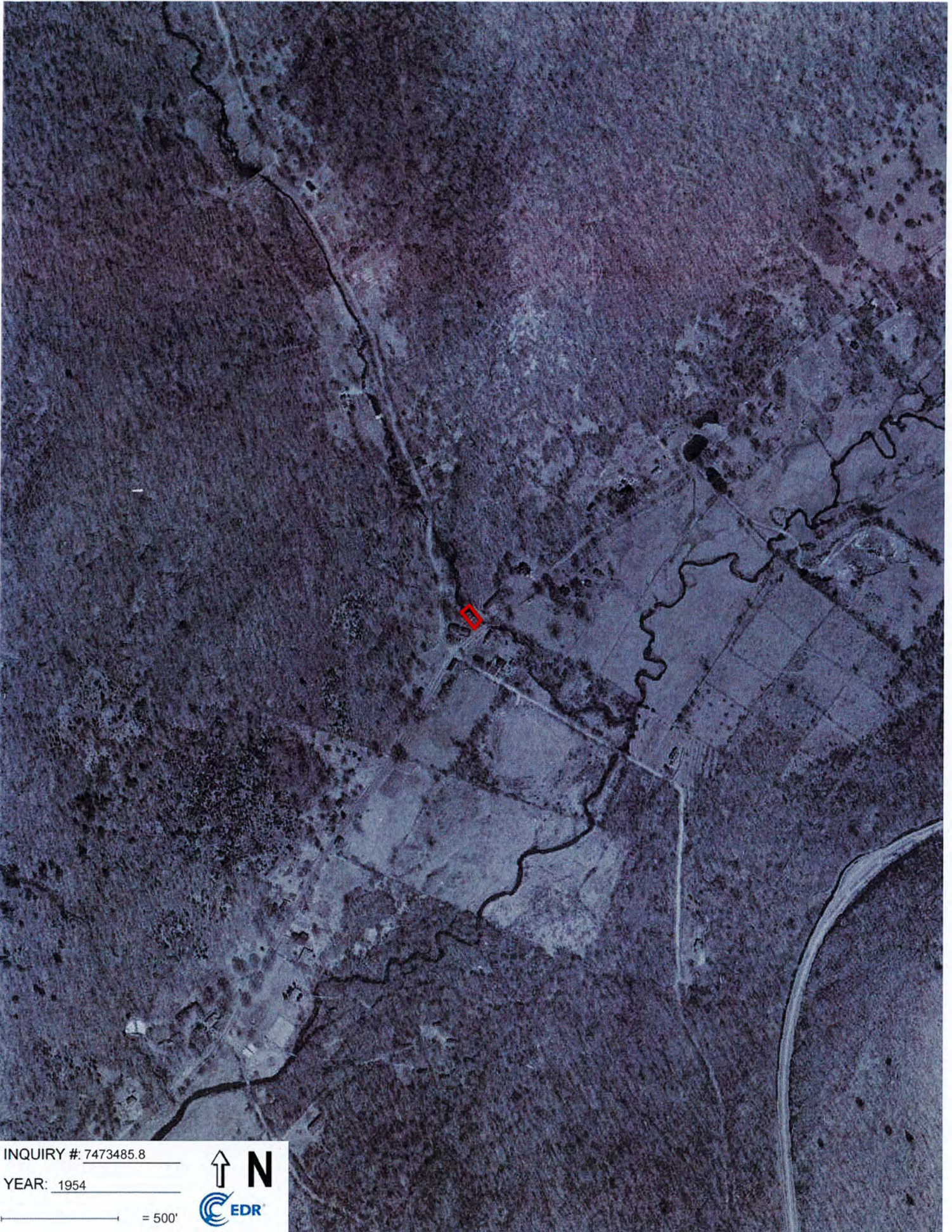


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YEAR: 1958

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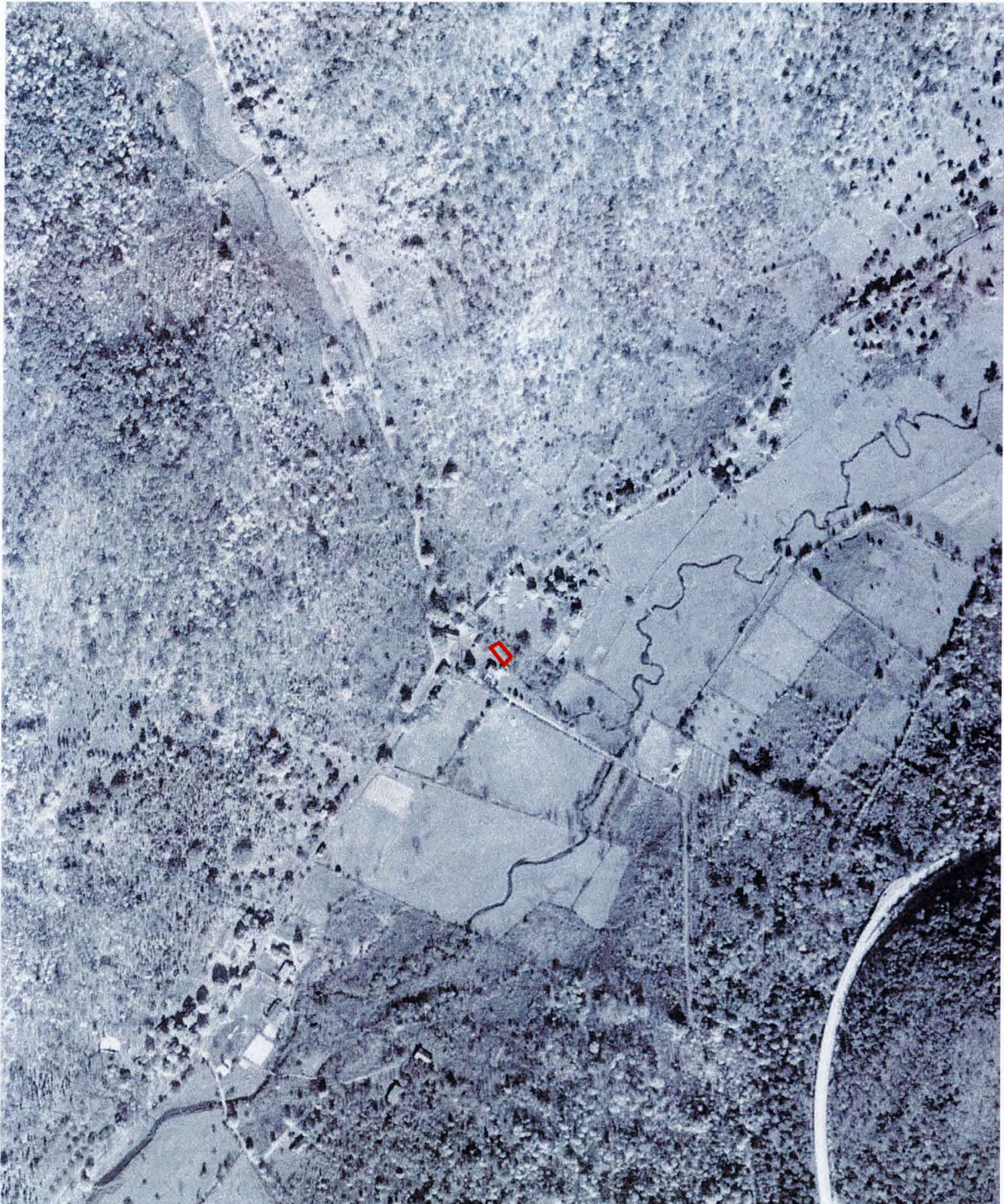


INQUIRY #: 7473485.8

YEAR: 1954

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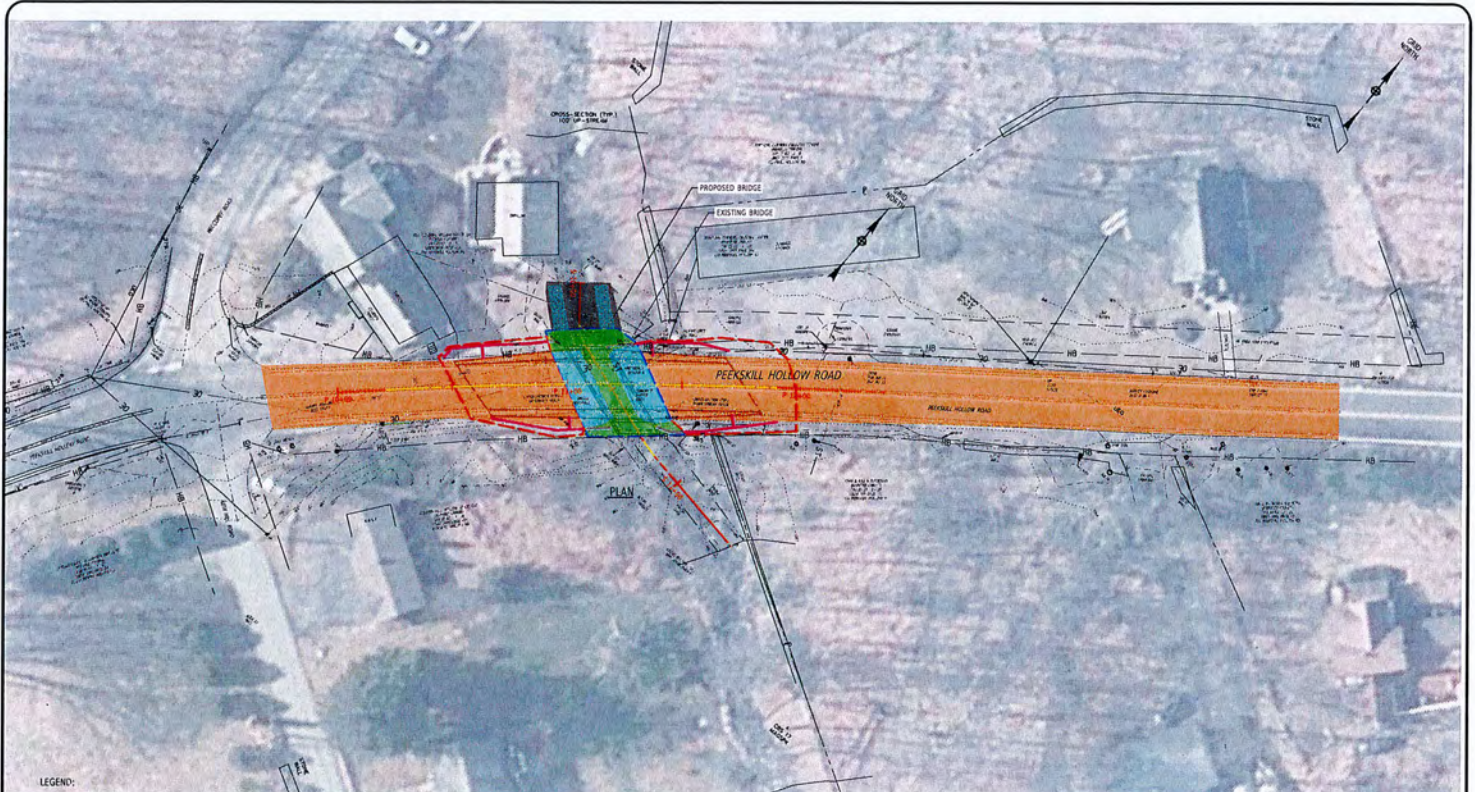
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YEAR: 1941

— = 500'

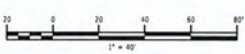


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LEGEND:

- APPROXIMATE LIMIT OF EXISTING ROADWAY FILL OR EXCAVATION FROM PREVIOUS ROADWAY CONSTRUCTION (PREVIOUSLY DISTURBED AREAS)
- APPROXIMATE LIMIT OF PREVIOUS DEEP ABUTMENT EXCAVATION AND/OR BACKFILL LIMITS BASED ON A 1V:2H PROJECTION FROM THE BASE OF FOUNDATION (PREVIOUSLY DISTURBED AREAS)
- AREA OF POTENTIAL EFFECT FOR BRIDGE CONSTRUCTION
- AREA OF POTENTIAL EFFECT FOR APPROACH ROADWAY CONSTRUCTION
- PROPOSED FILL LIMITS FOR FINAL ROADWAY
- APPROXIMATE LIMIT OF STREAMBANK ARMORING RECONSTRUCTION
- APPROXIMATE LIMIT OF PROPOSED STRUCTURE EXCAVATION



AREA OF POTENTIAL AFFECT PEEKSKILL HOLLOW ROAD CULVERT REPLACEMENT PUTNAM COUNTY, NEW YORK	
PROJECT: 122-508	DATE: 10/2023
FIGURE: 01	

**PHASE IA LITERATURE REVIEW AND ARCHEOLOGICAL
SENSITIVITY ASSESSMENT**

Program Year: 2023

Peekskill Hollow Road over Wiccopee Brook

Peekskill Hollow Road
Town of Putnam Valley
Putnam County, New York

HAA# 6004-PH1A

Prepared by:

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November 10, 2023

Sponsor:

Bridge NY and New York State Department of Transportation (NYS DOT)

Submitted to:

Creighton Manning
2 Winners Circle
Albany, NY 12205

MANAGEMENT SUMMARY

A. DOT PIN and BIN and PR# (if available): Not Yet Assigned

B. Funding type (state or federal): New York State

C. Cultural resource survey type: Phase IA Literature Review and Archeological Sensitivity Assessment

D. LOCATION INFORMATION

Route (from – to): Peekskill Hollow Road, over the Wiccopee Brook

Minor Civil Division: Town of Putnam Valley

County: Putnam

E. SURVEY AREA

Length: approximately 155 feet

Width: approximately 70 feet

Acres: 0.12 acre

F. U.S.G.S. 7.5 Minute Quadrangle Map: Oscawana Lake 7.5 Minute Quadrangle

G. SENSITIVITY ASSESSMENT

Prehistoric (high, medium, low): moderate

Historic (high, medium, low): moderate

J. AUTHOR/CONSULTANT: Elizabeth Gregory and Matthew J. Kirk, RPA, Hartgen Archeological Associates, Inc.

K. DATE: November 10, 2023

L. SPONSOR NAME: Bridge NY and New York State Department of Transportation (NYS DOT)

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- Photo 4. View looking northwest towards the structure at 723 Peekskill Hollow Road.
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- Photo 6. View looking east, downslope towards the large garage structure associated with the residence at 10 New Hill Road. The area around this structure has been graded.
- Photo 7. View looking northwest towards the residence at 10 New Hill Road.
- Photo 8. View looking northwest towards the garage associated with the residence at 10 New Hill Road.
- Photo 9. View looking southwest at the intersection of Wiccopee Road, New Hill Road, and Peekskill Hollow Road. Historical maps indicated that there were at least two early- to mid-19th century structures in this vicinity, that appear to have been removed by 1892.
- Photo 10. View looking southeast towards the existing culvert, which is slated for replacement.
- Photo 11. View looking northeast towards the eastern side of the culvert.
- Photo 12. View looking southwest at the intersection of Wiccopee Road, New Hill Road, and Peekskill Hollow Road. Historical maps indicate that there was a historic structure at this corner.

PHASE I ARCHEOLOGICAL INVESTIGATION

1 Introduction

Hartgen Archeological Associates, Inc. (Hartgen) conducted a Phase IA archeological sensitivity assessment for the proposed Peekskill Hollow Road over Wiccopee Brook (Project) located in the Town of Putnam Valley, Putnam County, New York. The Project requires approvals by Bridge NY and the New York State Department of Transportation (NYS DOT).

This investigation was conducted to comply with Section 14.09 of the State Historic Preservation Act and will be reviewed by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). The investigation was conducted according to the New York Archaeological Council's *Standards for Cultural Resource Investigations and the Curation of Archaeological Collections* (1994), which are endorsed by OPRHP. This report has been prepared according to OPRHP's *State Historic Preservation Office (SHPO) Phase I Archaeological Report Format Requirements* (2005).

2 Project Information

The Project is located at a culvert over the Wiccopee Brook along Peekskill Hollow Road, northeast of the intersection of Peekskill Hollow Road and Wiccopee Road (Map 1). This Project entails the replacement of the culvert over the Wiccopee Brook along Peekskill Hollow Road. The area of potential effects (APE) includes all portions of the property that will be directly altered by the proposed undertaking. The APE encompasses 0.12 acres (Map 2).

The survey measures approximately 70 feet at the centerline, and the total length of the survey area is approximately 155 feet.

3 Documentary Research

Hartgen conducted research using the New York State Cultural Resource Information System (CRIS), which is maintained by the New York SHPO and the Division for Historic Preservation DHP within OPRHP. CRIS contains a comprehensive inventory of archeological sites, State and National Register (NR) properties, properties determined eligible for the NR (NRE), and previous cultural resource surveys.

3.1 Archeological Sites

An examination of CRIS identified one reported archeological sites within one mile of the APE (Table 1). Previously reported archeological sites provide an overview of both the types of sites that may be present in the APE and relation of sites throughout the surrounding region. The presence of few reported sites, however, may result from a lack of previous systematic survey and does not necessarily indicate a decreased archeological sensitivity within the APE.

One historic archeological site was reported approximately 3,900 feet southeast of the Project. The R.W. Lounsbury Outbuilding Stone Foundation Site (07905.000084) is situated on a different landform well outside the hollow that houses the current APE, and is located downslope from the current Project on the east side of the Taconic Parkway. No reported precontact or historic archeological sites are situated within the same hollow as the APE.

Table 1. Archeological sites within one mile (1.6 km) of the APE

Site No.	Site Identifier	Status	Description	Proximity to APE
07905.000084	R.W. Lounsbury Outbuilding Stone Foundation Site	Undetermined	Historic Archeological site; 19th to early 20th century; Stone Foundation (Ruins), above ground, located at the toe of a short steep hill slope. Shovel test 28 was placed within this Feature. Shovel test 28 and surface scatter 1, recovered 19th to early 20th century artifacts inside this feature.	3,900 feet southeast

3.2 Historic Properties

An examination of CRIS identified one inventoried property within the APE, including one property listed on the NR, and no NRE properties (Table 2). Although the structure dates to 1891 with a carriage house that dates to the earlier 1830s church on the site, the congregation was established by 1789. The foundation of the c. 1835 church was retained when the old church was demolished in 1890 and rebuilt in 1891.

The NRL documentation labels this as “one of the earliest congregations in the history of Methodism in New York,” with the earliest recorded mention in a journal entry by Francis Ashbury dating to 1789. Ashbury, the first American Methodist Bishop, specifically mentions his visit to “Peekskill Hollow,” presently known as Tomkins Corners, during his travels through Putnam and Dutchess Counties.

Table 2. Inventoried properties within the APE.

USN	Property Name	Status	Description	Proximity to APE
90NR02380	Tomkins Corners United Methodist Church	NRL	Peekskill Hollow Road; rural vernacular frame church; 1891 edifice employs steeply pitched pointed arches and rooflines and shingle decorations in a highly successful manner to project both the function and prominence established in 1789; significant in its role in the growth of Methodism in the Hudson Valley.	50 feet north

3.3 Previous Surveys

A review of CRIS identified no previous surveys within the immediate vicinity of the Project.

4 Environmental Background

The environment of an area is significant for determining the sensitivity of the APE for archeological resources. Precontact and historic groups often favored level, well-drained areas near wetlands and waterways. Therefore, topography, proximity to wetlands, and soils are examined to determine if there are landforms in the APE that are more likely to contain archeological resources. In addition, bedrock formations may contain chert or other resources that may have been quarried by precontact groups. Soil conditions can provide a clue to past climatic conditions, as well as changes in local hydrography.

4.1 Topography and Hydrography

Peekskill Hollow Road and the adjacent Wiccopee Road, like many other roads throughout the region, are situated in deep depressions or hollows between elevated landforms, which by definition generally coincide with the routes of several waterways that flow throughout the region. Peekskill Hollow Road generally follows Peekskill Hollow Creek, while Wiccopee Road generally follows the Wiccopee Brook. The culvert within the APE crosses the Wiccopee Brook. In the vicinity of the APE, Peekskill Hollow Creek is situated 395 feet to the southeast.

The Project is situated in a relatively level area of the hollow, although the terrain is steeply sloped towards the Wiccopee Brook. Areas around the APE have been developed and have likely been subjected to grading activities.

Steeply sloped areas are considered largely unsuitable for human occupation. As such, the standards for archeological fieldwork in New York State generally exclude areas with a slope in excess of 12% from archeological testing (NYAC 1994). Exceptions to this rule include steep areas with bedrock outcrops, overhangs, and large boulders that may have been used by precontact people as quarries or rock-shelters. Such areas may still warrant a systematic field examination, but none were identified here.

4.2 Soils

Soil surveys provide a general characterization of the types and depth of soils that are found in an area. This information is an important factor in determining the appropriate methodology if and when a field study is recommended. The source of this data is the Soil Survey Geographic (SSURGO) Database, maintained by the Natural Resources Conservation Service, United States Department of Agriculture (2018). The soil types present within the APE are shown on Map 3. There are no alluvial, colluvial, aeolian, or fill soils present. Therefore, any archeological deposits present are likely to be located at shallow depths. Shovel testing is an appropriate survey methodology.

Table 3. Soils in the APE

Symbol	Name	Depth	Textures	Slope	Drainage	Landform
ChB	Charlton loam (ChB)	0-51 cm (0-20 in) 51-155 cm (20-61 in) 155-386 cm (61-152 in)	Loam Gravelly fine sandy loam, gravelly loam, sandy loam Gravelly fine sandy loam, gravelly sandy loam, loam, sandy loam	2-8%	Well drained	hills, ridges, till plains

4.3 Bedrock Geology

According to the Geologic Map of New York, the bedrock within the APE is Middle Proterozoic Biotite granite gneiss (bg) (Fisher, et al. 1970). This metamorphic biotite granite gneiss is not chert-bearing in Putnam County. There are bedrock outcrops within the APE.

4.4 Type and Extent of Disturbance

The majority of the Project has been extensively disturbed by the construction and maintenance of Peekskill Hollow Road and the existing culvert over the Wiccopee Brook. The culvert is heavily deteriorated and slated for replacement during the current Project.

Portions of the land around Peekskill Hollow Road have been graded to accommodate the structures lining either side of the road in this area. The area southeast of Peekskill Hollow Road is steeply sloped, while the area of the APE to the northwest of Peekskill Hollow Road has been extensively disturbed by grading, parking areas, and road maintenance.

5 Historical Map Review

Maps depicting the APE between 1815 and the present were examined. Selected maps are reproduced in Map 4. Historic records indicate that the congregation of the Methodist Church north of the Project was established in 1789, indicating that enough settlement had occurred in the region to warrant creating the church. The 1815 Damerum map shows a network of roads that had been established in the region by that time but does not depict structures along these roads.

The 1854 O'Connor map is the first to depict individual structures in the region, and depicts the church, three structures labelled "J. Tompkins," a store, and several additional unlabeled structures near an intersection called "Tompkins Corners," a name that persists today.

Historical maps indicate significant natural resources throughout the region. The 1839 Burr map labels "Beds of Iron Ore" in an area northwest of the Project, which was likely a valuable resource for the development of the region. Several quarries and mines are located throughout Putnam County. The 1956 topographic map shows a quarry at the base of the slope on New Hill Road.

Additionally, the Mahopoc Mines, labelled on several 20th-century USGS topographic maps, were situated approximately 2.18 miles east of the current Project. According to USGS records, this mine produced magnetite, a type of iron ore.

Detailed Project plans are still in the development phase, so a buffer of 250 feet around the present culvert was considered the APE for the purposes of this study. Although they will not be impacted by the proposed Project, ten (10) map-documented and existing structures fall within the 250-foot buffer zone (Table 4).

Table 4. Summary of map-documented and existing structures within 250 feet of the APE.

Structure #	(O'Connor 1854)	(United States Geological Survey (USGS) 1892)	(United States Geological Survey (USGS) 1936)	(United States Geological Survey (USGS) 1956)	Extant	Notes
1					X	721 Peekskill Hollow Road
2					X	723 Peekskill Hollow Road
3	X					Tompkins Corners United Methodist Church (demolished c. 1890)
4	X	X				
5	X					
6	X	X	X	X		
7		X	X	X	X	Tompkins Corners United Methodist Church (90NR02380), constructed c. 1891
8					X	10 New Hill Road
9					X	Garage associated with 10 New Hill Road
10					X	Garage associated with 10 New Hill Road

6 Present Land Use and Current Conditions

A site visit was conducted by Elizabeth Gregory on July 25, 2023 to observe and photograph existing conditions within the APE.

The Project is situated in one of many hollows throughout this region. Presently, the Project contains an existing culvert across the Wiccopee Brook that is heavily deteriorated and slated for replacement during the current Project. The culvert is constructed of metal and concrete, with a concrete and rock retaining wall along either side of the area leading downslope to the Wiccopee Brook (Photos 10 and 11). A portion of Peekskill Hollow Road is within the Project.

Portions of the land around Peekskill Hollow Road have been graded to accommodate the structures lining either side of the road in this area. There are a number of structures within 250 feet of the APE, as noted in Table 5 above (Photos 1-8).

The area southeast of Peekskill Hollow Road is steeply sloped, while the area of the APE to the northwest of Peekskill Hollow Road has been extensively disturbed. There are no cultural resources visible within the APE, and there is no potential for intact cultural resources within the APE.

7 Archeological Sensitivity Assessment

The New York Archaeological Council provides the following description of archeological sensitivity:

Archaeologically sensitive areas contain one or more variables that make them likely locations for evidence of past human activities. Sensitive areas can include places near known prehistoric sites that share the same valley or that occupy a similar landform (e.g., terrace above a river), areas where historic maps or photographs show that a building once stood but is now gone as well as the areas within the former yards around such structures, an environmental setting similar to settings that tend to contain cultural resources, and locations where Native Americans and published sources note sacred places, such as cemeteries or spots of spiritual importance (NYAC 1994:9).

Table 5. Factors influencing precontact and historic archeological sensitivity of the APE

Precontact		Historic	
Water sources: wetlands, ponds, streams, lakes, bays and ocean	<input checked="" type="checkbox"/>	Water sources: wetlands, ponds, streams, lakes, bays and ocean	<input checked="" type="checkbox"/>
Nearby chert sources	<input type="checkbox"/>	Nearby natural resources (iron, limestone, building stone, etc.)	<input checked="" type="checkbox"/>
Well-drained soils for habitation	<input checked="" type="checkbox"/>	Well-drained soils for habitation	<input checked="" type="checkbox"/>
Favorable landforms (level, good solar exposure, leeward facing)	<input type="checkbox"/>	Proximity to transportation systems (road, canals, rivers, railroads, etc.)	<input checked="" type="checkbox"/>
Known archeological sites in the vicinity	<input type="checkbox"/>	Known archeological sites in the vicinity	<input checked="" type="checkbox"/>
Other documentary sources	<input type="checkbox"/>	Map-documented structures	<input type="checkbox"/>
Abundance of nearby stone tool ores	<input type="checkbox"/>	Other documentary evidence	<input type="checkbox"/>
Overall assessment: Moderate sensitivity		Overall assessment: Moderate sensitivity	

8 Archeological Potential

Archeological potential is the likelihood of locating intact archeological remains within an area. The consideration of archeological potential takes into account subsequent uses of an area and the impact those uses would likely have on archeological remains.

Table 6. Factors influencing archeological potential within the APE

Precontact		Historic	
Undisturbed soils	<input type="checkbox"/>	Lack of modern development	<input type="checkbox"/>
No erosion or cutting of sediments	<input type="checkbox"/>	Limited historical re-use of landscape	<input checked="" type="checkbox"/>
Alluvial deposits (cap and preserve deposits)	<input type="checkbox"/>	Alluvial deposits (cap and preserve deposits)	<input type="checkbox"/>
Relatively deep soils (features)	<input type="checkbox"/>	Historic fill (cap and preserve deposits)	<input type="checkbox"/>
		Relatively deep soils (features)	<input type="checkbox"/>
Overall assessment: Low potential		Overall assessment: Low potential	

9 Recommendations

Much of the APE has been altered over time. The majority of the Project lies within the existing road, and the portion of the Project north of the road has been disturbed. The portion of the Project on the southeast side

Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, NY
Phase IA Literature Review and Archeological Sensitivity Assessment; HAA 6004 PH1A

of Peekskill Hollow Road is steeply sloped. The APE has a low precontact and historic archeological potential. No archeologically sensitive areas were identified during this survey. Hartgen recommends that no additional work is warranted within the current APE.

10 Bibliography

Fisher, Donald W., Yngvar W. Isachsen and Lawrence V. Rickard

- 1970 *Geologic Map of New York*. New York State Museum Map and Chart Series No. 15. The New York State Education Department, Albany.

New York Archaeological Council (NYAC)

- 1994 *Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State*. NYAC, n.p.

O'Connor, R.F.

- 1854 *Map of Putnam County, New York*. R. F. O'Connor, New York.

Office of Parks, Recreation and Historic Preservation (OPRHP)

- 2005 *New York State Historic Preservation Office (SHPO) Phase I Archaeological Report Requirements*. OPRHP, Waterford, New York.

United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS)

- 2018 Soil Survey Geographic (SSURGO) Database. USDA NRCS. Electronic document, <https://websoilsurvey.sc.egov.usda.gov/>.

United States Geological Survey (USGS)

- 1892 *West Point, New York Topographic Quadrangle Map, 1:62,500 scale*. USGS Historical Topographic Map Explorer, Reston, Virginia, <http://historicalmaps.arcgis.com/usgs>.

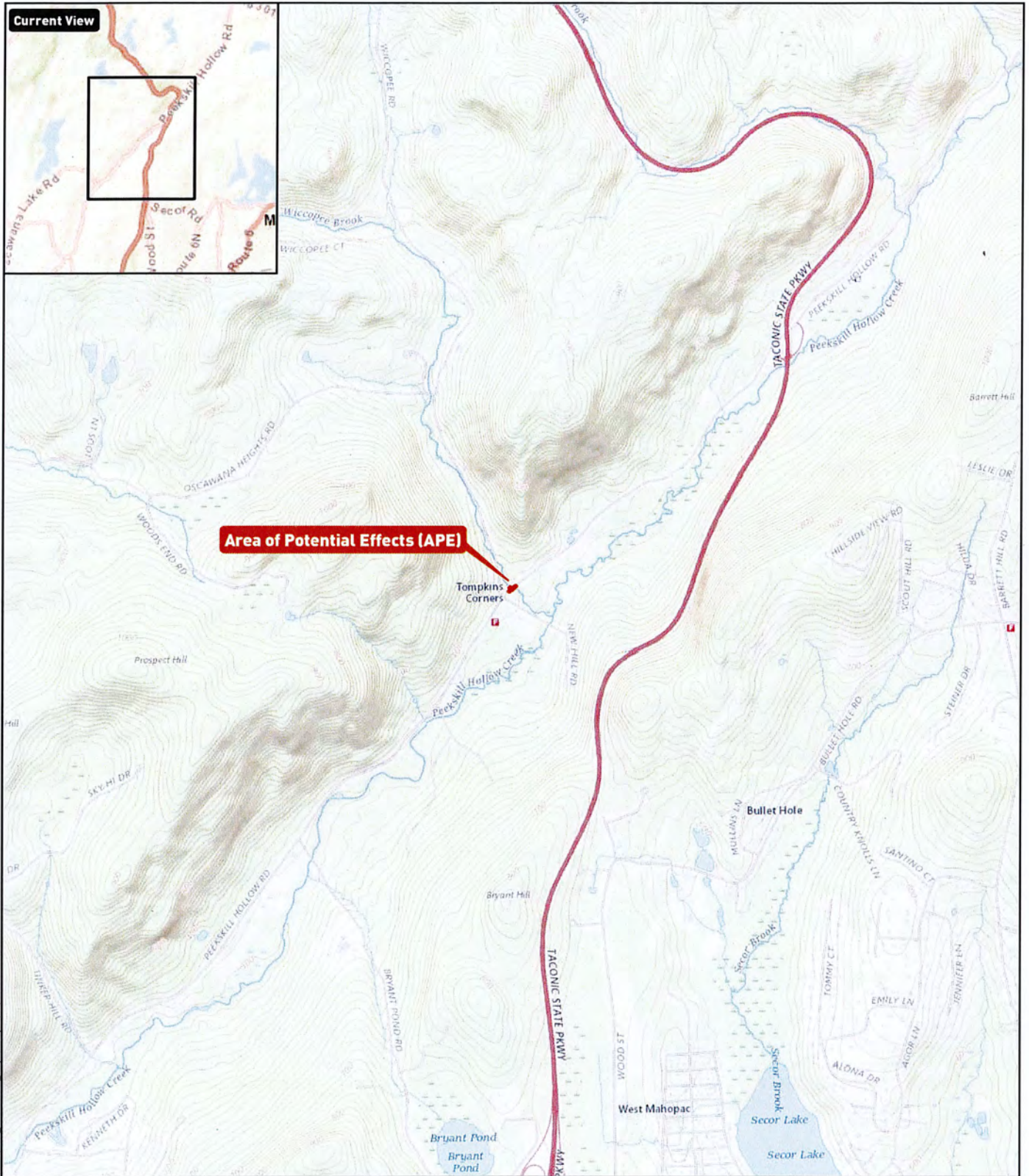
- 1936 *West Point, New York Topographic Quadrangle Map, 1:62,500 scale*. USGS Historical Topographic Map Explorer, Reston, Virginia, <http://historicalmaps.arcgis.com/usgs>.

- 1956 *Oscawana Lake, New York Topographic Quadrangle Map, 1:24,000 scale*. USGS Historical Topographic Map Explorer, Reston, Virginia, <http://historicalmaps.arcgis.com/usgs>.

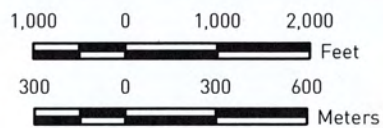
Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, NY
Phase IA Literature Review and Archeological Sensitivity Assessment; HAA 6004 PH1A

Maps

Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, New York
 Phase IA Literature Review



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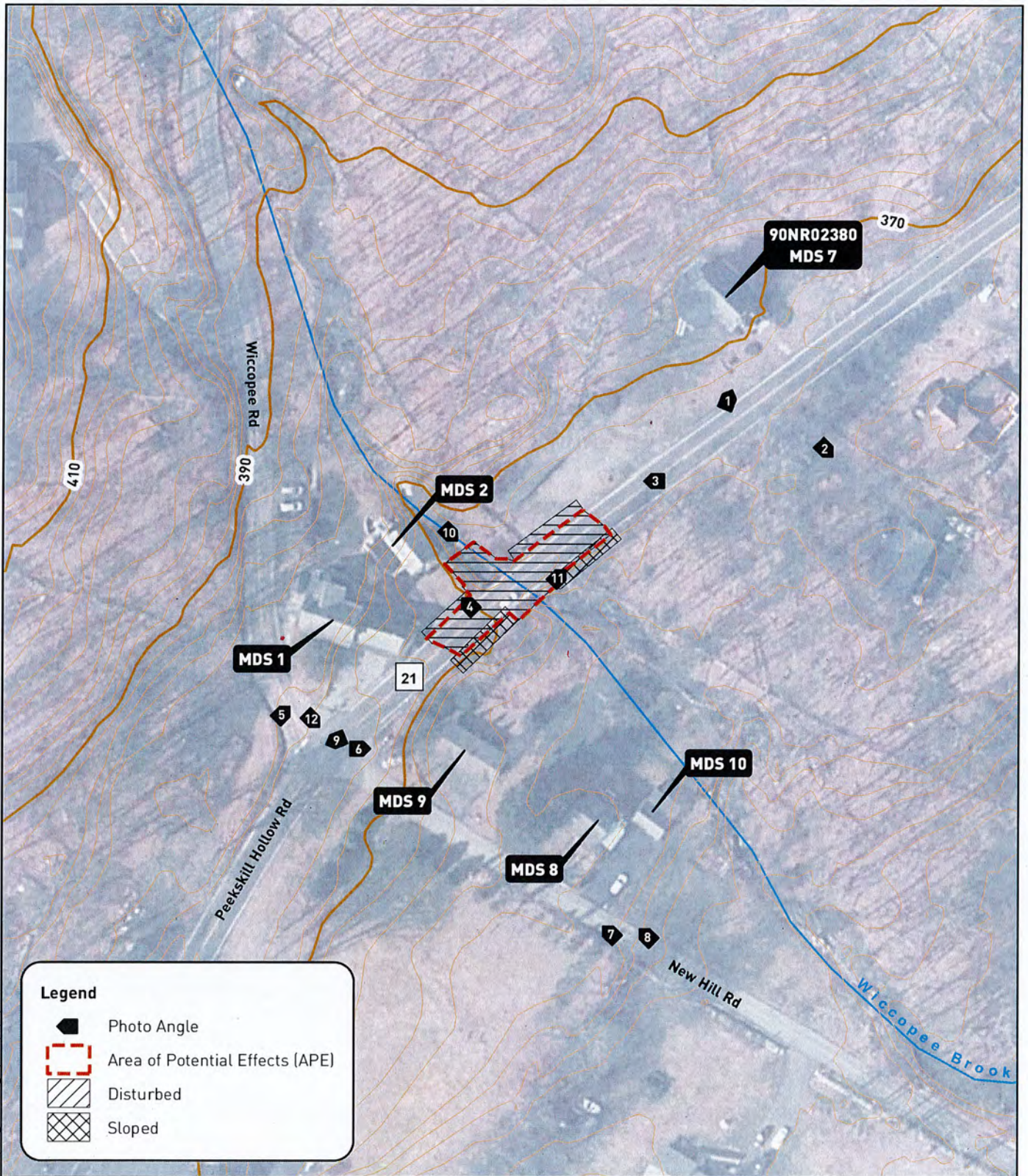


Note: Contour interval is 20 feet.

Project Location

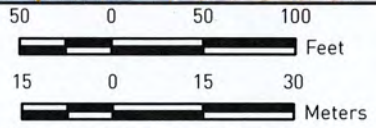
GIS Services Accessed 10/31/2023:
 Environmental Systems Research
 Institute, Inc., World Street Map,
 USGS The National Map

Map 1



Legend

- Photo Angle
- Area of Potential Effects (APE)
- Disturbed
- Sloped



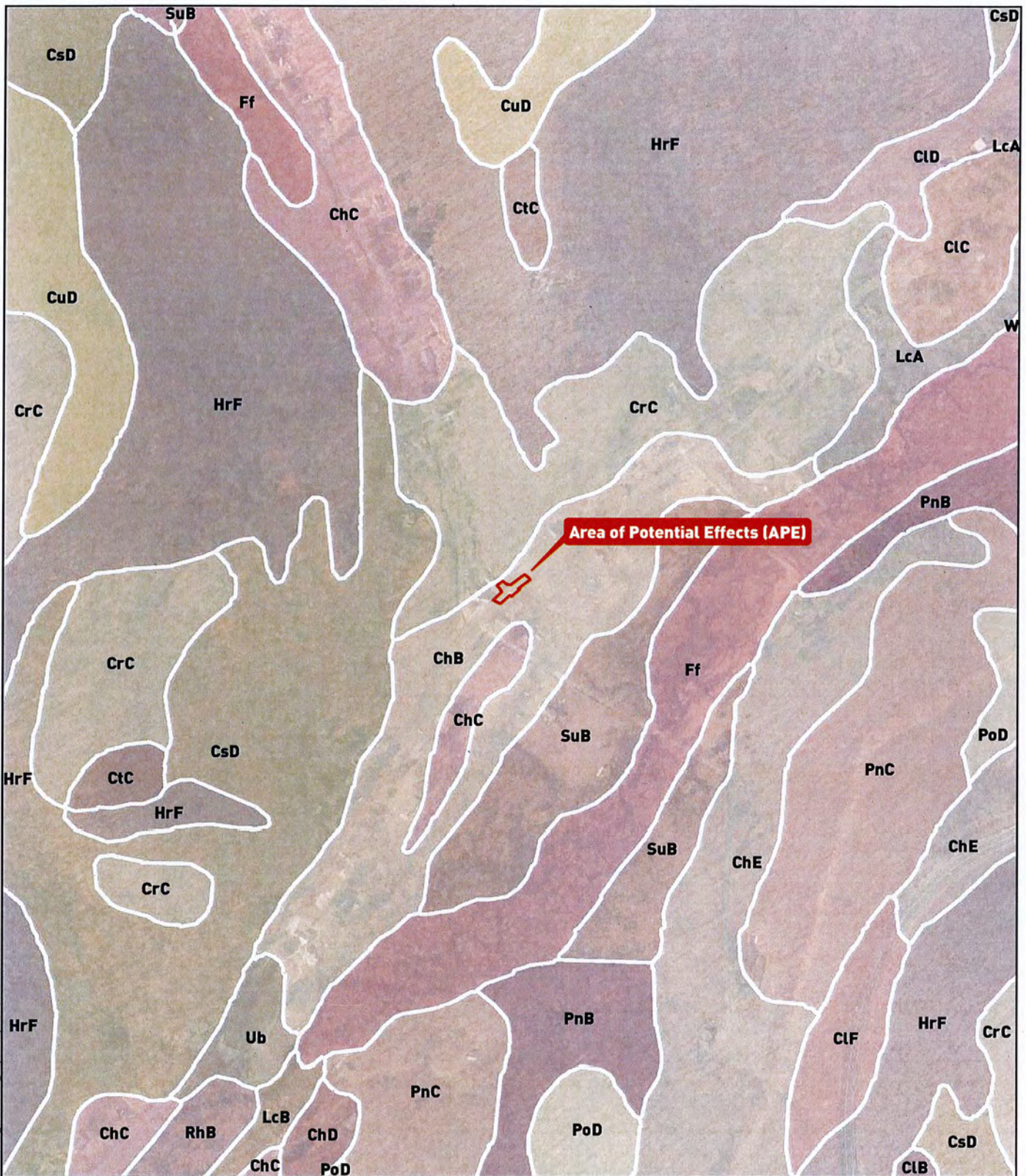
Note: Contour interval is 2 feet.
MDS: Map-documented structure

Project Map

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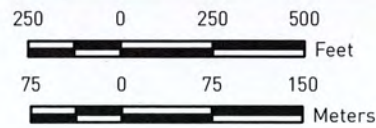
New York State Office of Information
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Area of Potential Effects (APE)

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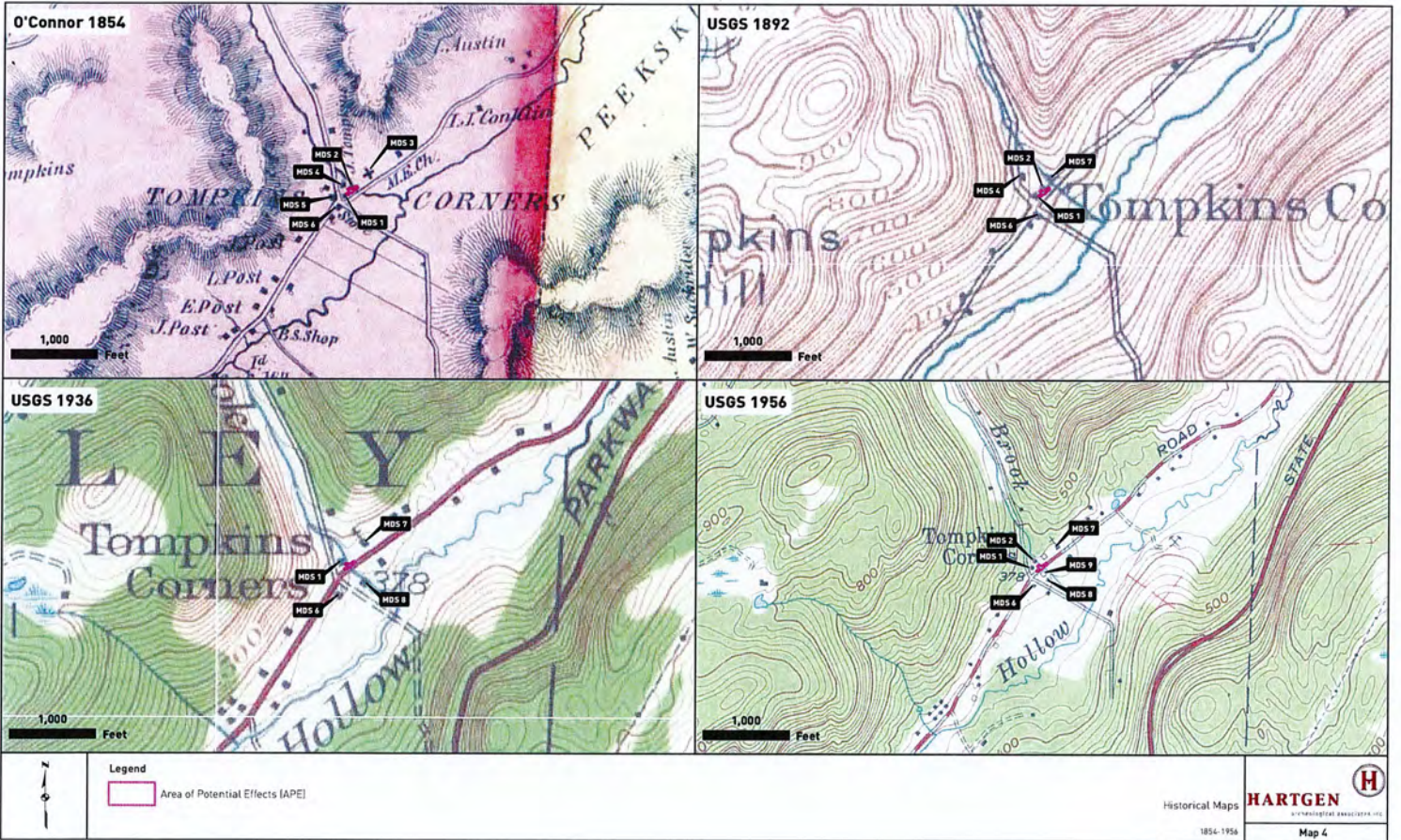


Soil Map

New York State Office of Information Technology Services, Orthoimagery, 2021; U.S. Department of Agriculture, Natural Resources Conservation Service Soil Survey Geographic Database 2019

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Map 3



Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, NY
Phase IA Literature Review and Archeological Sensitivity Assessment; HAA 6004 PH1A

Photographs



Photo 1. View looking north towards the NR Tomkins Corners United Methodist Church (90NR02380), presently known as the Tomkins Corners Cultural Center. While this structure is situated outside of the APE, the APE intersects the southern portion of the property.

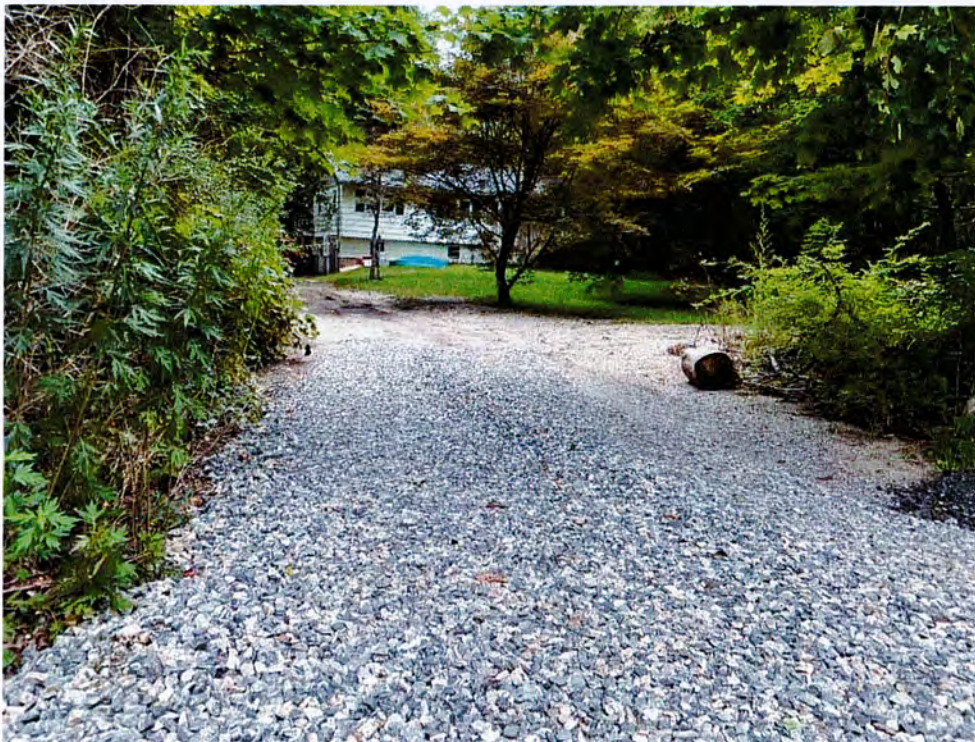


Photo 2. View looking southeast towards the house at 726 Peekskill Hollow Road, adjacent to the culvert.



Photo 3. View looking west towards the extant carriage barn associated with the former Methodist church at 729 Peekskill Hollow Road.



Photo 4. View looking northwest towards the structure at 723 Peekskill Hollow Road.



Photo 5. View looking northeast towards the structure at 721 Peekskill Hollow Road. The structure appears to be presently occupied as a residence, and the later addition on the southeastern side of the building seems to have been once operated as a bakery or café.



Photo 6. View looking east, downslope towards the large garage structure associated with the residence at 10 New Hill Road. The area around this structure has been graded.



Photo 7. View looking northwest towards the residence at 10 New Hill Road.



Photo 8. View looking northwest towards the garage associated with the residence at 10 New Hill Road.



Photo 9. View looking southwest at the intersection of Wiccopee Road, New Hill Road, and Peekskill Hollow Road. Historical maps indicated that there were at least two early- to mid-19th century structures in this vicinity, that appear to have been removed by 1892.



Photo 10. View looking southeast towards the existing culvert, which is slated for replacement.



Photo 11. View looking northeast towards the eastern side of the culvert.



Photo 12. View looking southwest at the intersection of Wicopee Road, New Hill Road, and Peekskill Hollow Road. Historical maps indicate that there was a historic structure at this corner.



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ARCHITECTURAL SURVEY REPORT

2023-2024 Program Year

**PIN 8762.76, Peekskill Hollow Road over Wiccopee Brook,
Culvert Replacement
Town of Putnam Valley
Putnam County, New York**

HAA # 6004-HRS

Prepared By:

Brian Knight, Architectural Historian
Jennifer Geraghty, Senior Researcher

Prepared for:

Creighton Manning

Sponsored by:

The New York State Department of Transportation (NYSDOT)

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December 2023

MANAGEMENT SUMMARY

A. PIN/BIN: PIN is 8762.76/ OPRHP # Not yet assigned.

B. DOT PROJECT TYPE AND FUNDING: The project is a culvert replacement on existing alignment using stage construction so that alternating traffic can be maintained on site. The project is 100% State funded as part of the Bridge NY program.

C. CULTURAL RESOURCE SURVEY TYPE: Architectural Survey.

D. LOCATION: The project is located in the Town of Putnam Valley, Putnam County. The Project measures approximately 70 feet at the centerline, and the total length of the Project is approximately 155 feet. The APE encompasses 0.12 acres.

E. SURVEY AREA:

Length: The Project is approximately 155 feet (47.2 meters) long. The architectural survey covers those buildings that are situated adjacent to the Project.

Width: The width of the project area is 70 feet (21.3 meters).

Acreage: The total APE acreage is 0.12 acres.

F. 7.5' QUADRANGLE: *Oscawana Lake 7.5' Topographic Quadrangle, New York.*

G. RESULTS OF ARCHITECTURAL SURVEY:

Number of structures in project area: 4.

Number of known NR listed/eligible structures: 1.

Number of recommended eligible structures/districts: 0.

Number of listed/eligible or potentially eligible National Register sites that may be impacted: None.

H. AUTHOR/INSTITUTION: Brian Knight, Hartgen Archeological Associates, Inc., Rensselaer, New York.

I. DATE: 27 December 2023

J. SPONSOR: The New York State Department of Transportation

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Photo 2. Structure 2, 721 Peekskill Hollow Road, looking north. Built c. 1875, this is a two-story, side-gabled, wood-frame single-family dwelling. Resting on a stone foundation, it is sheathed with novelty siding and it has an asphalt shingle roof. Fenestration is varied, consisting of replacement one-over-one, two-over-two, six-over-six and double hung sash. Projecting from the southeast elevation is a one-story, gable-roofed wing. The dwelling is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement windows and siding 13

Photo 3. Structure 2a, 723 Peekskill Hollow Road, looking east. Built c.1940, this is a one-story, gable-roofed, wood-frame single-family dwelling. Resting on a concrete block foundation, it is sheathed with novelty siding and it has an asphalt shingle roof. Fenestration consists of six-over-one replacement windows. A one-story, hip-roofed enclosed porch extends along the south elevation. The east elevation is exposed at the basement level with a built-in garage. The structure is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement siding and windows..... 14

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Photo 5. Structure 3, 729 Peekskill Hollow Road, looking north. Built in 1891, the National Register Listed Tompkins Corners United Methodist Church is an L-shaped, two-bay by-four bay, wood-frame religious building. Resting on a stone foundation, it is sheathed with wood clapboards, and it has an asphalt shingle roof. Fenestration consists of double-hung sash windows set with diamond-pane-stained glass. Projecting from the east elevation is a bell tower sheathed with sided with a mix of round, hollow-round, and diamond-shaped wood shingles. The tower is capped by a pyramidal roof with gable-roof dormers and a bracketed cornice. The Tompkins Corners United Methodist was listed on the National Register in October 1982 and retains integrity of location, design, materials, workmanship, feeling and association. 16

Photo 6. Structure 3a, outbuilding associated with 729 Peekskill Hollow Rd, looking north. Built c.1900, this is a one-story, side-gabled, seven-bay equipment shed. Resting on square posts on concrete blocks, the building is sheathed with flush board siding, and it has an asphalt shingle roof. The two left and the one right bay are enclosed with doors while the center four bays are open. This structure is not eligible for inclusion in the National Register of Historic Places due to a lack of distinguishing features..... 17

Photo 7. Structure 4, 726 Peekskill Hollow Road, looking southeast. Built c.1964, this is a one-story, side-gabled, wood-frame, Split-Level style single-family dwelling. Resting on a concrete foundation, it is sheathed with aluminum siding and it has an asphalt shingle roof. Fenestration consists of paired one-over-one double hung sash. Structure 4 is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement windows. 18

Table List

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DOT Project Description

An architectural survey of PIN 8762.76, a Culvert Replacement Project on Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley Putnam County, New York was completed by Hartgen Archeological Associates, Inc. (HAA, Inc.) on 25 July, 2023. The field reconnaissance was conducted according to guidelines and specifications contained within the New York State Education Department Cultural Reconnaissance Survey Program Work Scope Specifications for Cultural Resource Investigations (NYSED 2004). The survey included identification of NRE and NRL structures within the APE and completion of Building/Structure Inventory Forms for potentially NRE structures which have not previously been surveyed. The project area boundaries were determined by information provided by Creighton Manning.

The PIN 8762.76, Culvert Replacement Project on Peekskill Hollow Road over Wiccopee Brook is located in the Town of Putnam Valley, Putnam County, New York (Map. 1). The project is a culvert replacement on an existing alignment using stage construction so that alternating traffic can be maintained on site. The project is 100% State funded as part of the Bridge NY program.

Background

Known Historic Properties within 500 feet of the APE.

Hartgen conducted research using the New York State Cultural Resource Information System (CRIS), maintained by the New York SHPO and the Division for Historic Preservation DHP within OPRHP, to identify all inventoried properties including State and National Register (NR) properties and properties previously determined eligible for the NR (NRE) within the APE (Table 1).

Table 1. Known Historic properties within 500 feet of the APE.

USN	Property Name	Status	Description	Location and Proximity to Project
90NR02380	Tompkins Corners United Methodist Church	NRL	Peekskill Hollow Road; rural vernacular frame church; 1891 edifice employs steeply pitched pointed arches and rooflines and shingle decorations in a highly successful manner to project both the function and prominence established in 1789; significant in its role in the growth of Methodism in the Hudson Valley.	50 feet north

Historical Context/ Historical Map Review

The Project was historically a part of the Philipse Patent which was purchased in 1697 by Adolphus Philipse, a wealthy Dutch landowner (Philipse-Gouverneur family papers 1653-1874; Sauthier 1779). Under the Philipse Patent, tenant farmers leased tracts of the Phillipse land (Crimmins 1986). The land that comprises Putnam Valley eventually passed to Susannah Philipse Robinson, wife of Colonel Beverly Robinson. During the American Revolution, the Robinson were Loyalists resulting in the 1779 confiscation of their lands by the State of New York. Over a hundred of the tenant farms were sold to individuals following the confiscation. By 1788, the Philipse Patent was divided into Towns and the project area became a part of the Town of Philipstown (Figure 4) (Burr 1829; McDonald 2004). In 1839, the Town of Quincy was created from the Town of Philipstown (Burr 1839; Putnam Valley Historical Society 2023). Historical maps indicate significant natural resources throughout the region. The 1839 Burr map labels “Beds of Iron Ore” in an area northwest of the Project, which was likely a valuable resource for the development of the region. Several quarries and mines are located throughout Putnam County (Figure 5) (Burr 1839).

The name of the Town of Quincy changed to the name of Putnam Valley in 1840. By 1854, the alignment of the present-day road network was outlined. At this time, the Project consisted of a church, three structures labelled “J. Tompkins,” a store, and several additional unlabeled structures near an intersection called “Tompkins Corners,” a name that persists today (Figure 6) (O'Connor 1854). In 1885, the hamlet of Tompkin’s Corners was “mainly inhabited by the Tompkinses” who were “good democrats and many of them are named after Andrew Jackson”(Buffalo Weekly Express 1885),

From the days of settlement through the first half of the twentieth century, farming was the Town’s principal industry. According to the town historian, the people of Putnam Valley

(r)aised corn, buckwheat, rye, oats, potatoes and turnips, along with a number of lesser crops. According to the 1845 census approximately 3,600 acres of the Town had been planted in crops, with a resultant harvest of almost 68,600 bushels. At the same time, there were more than 2,300 “neat cattle” (of which 1,100 were milk cows producing over 92,000 pounds of butter), 1,900 sheep (producing 3,600 pounds of wool), 1,700 hogs and 290 horses. Oxen were the primary work animals (Crimmins 1986).

Additional economic activity included grist mills, saw mills, and ice harvesting. The local timber provided economic opportunity as a

(s)ignificant number of industries took advantage of the timber resources in the area: the saw mills which provided commercial lumber (including sizeable quantities of railroad ties for the rail lines which were being established nearby after 1850); the itinerant charcoal burners (who for days at a time would continually stoke large earth-covered mounds of smoldering timbers until they produced the charcoal needed for iron forging); the local “hoop-pole makers” (who fashioned ash saplings into barrel rims for the cooperage trade); the paper manufacturers (during the nineteenth century, the Andrews Paper Mill, located on the present property of the Putnam Valley Library, made fine quality tissue paper, while there was also the Hoffman Paper Mill on Peekskill Hollow Road east of the Hollowbrook complex and Mowyat’s Paper Mill on Canopus Creek); and the manufacture of toothpicks and floral sticks (at the Lewis Brothers factory on Peekskill Hollow Road)(Crimmins 1986).



Figure 1. Near Tompkins Corners, c.1940 [Personal Collection].

In the mid-1800s, tourism developed in Putnam Valley as boarding houses opened on nearby Lake Oscawana. Following the Civil War, there were approximately five boarding houses on the lake and “the number of boarding houses (including quite a few which were not on the lake) and hotels in Town continued to multiply throughout the remainder of the nineteenth century and well into the twentieth, while the first wave of individual summer cottage development began when a subdivision was laid out on the east side of Lake Oscawana by Rev. J. S. Ladd in 1905” (Crimmins 1986).

Raw materials were important to the local economy as well. Iron was an early resource. There were several mines in the area including

(t)he West Point and Outcrop Hamilton Mines (off Sunken Mine Road in Fahnestock State Park) supplied the high-grade iron ore to the West Point Foundry in Cold Spring – great quantities of which were used in the manufacture of arms for the Union troops during the Civil War; the Denny Iron Mine (on the east side of Dennytown Road near Sunken Mine Road) was another major produced, and the Croft Iron Mine (on the west side of what is now Sprout Brook Road just above the Philipstown line) supplied iron for the Peekskill Iron Works. A major iron forging operation was run by the Bunnell family during the first half of the nineteenth century on the east side of Bell Hollow Road at its intersections with Canopus Hollow Road. Individual blacksmiths operated at a number of locations

throughout the Town, while a wire factory was reported to have been in operation on Peekskill Hollow Creek as of 1849. During the second half of the eighteenth century, there were reports of silver having been mined in the Sunk Mine area of Town, however, no proof of such claims was ever fully confirmed (Crimmins 1986).

The Mahopec Mines were situated approximately 2.18 miles east of the current Project. According to USGS records, this mine produced magnetite, a type of iron ore (Figure 7) (USGS 1892). The 1956 topographic map shows a quarry at the base of the slope on New Hill Road (Figure 8) (USGS 1956).



Figure 2. Structure 2, c.1940. This building was a general store, post office and gas station (personal collection).

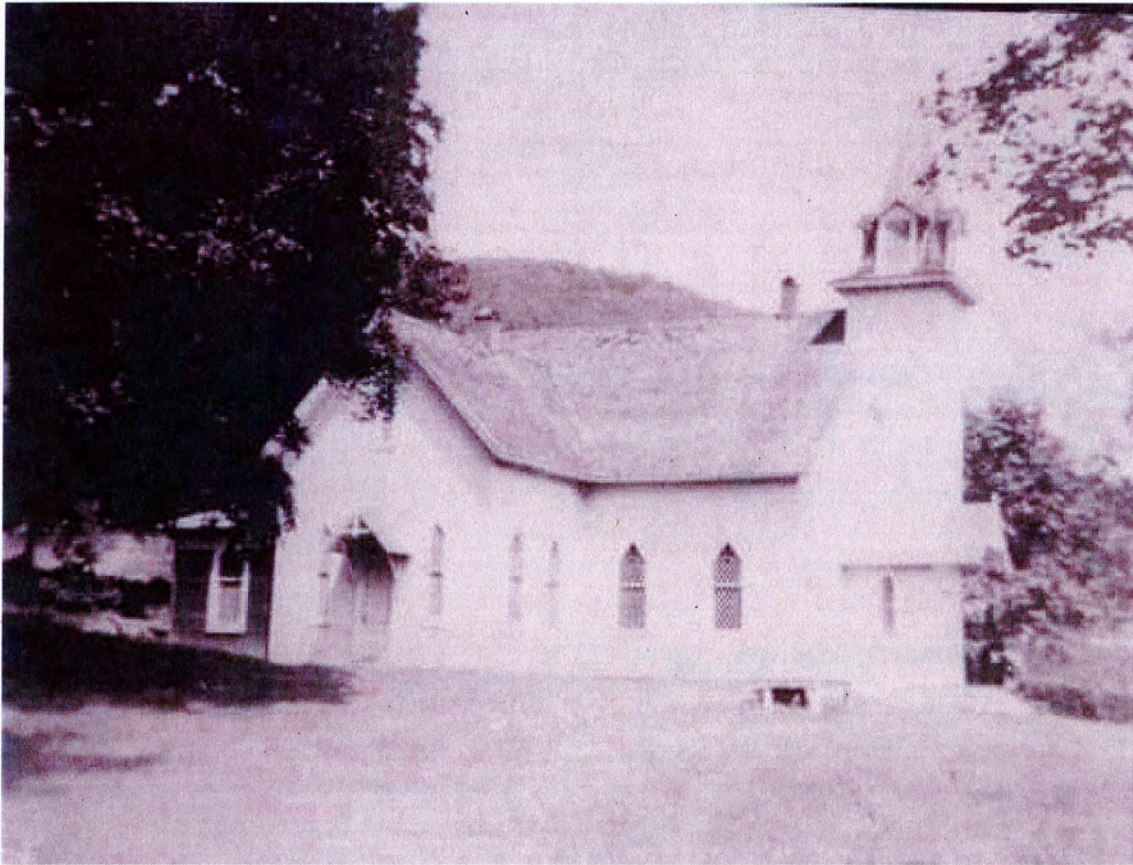


Figure 3. Structure 3, c.1900. Built in 1891, this church replaced a c.1835 church that was dismantled ((Putnam Valley Historical Society 2023)).

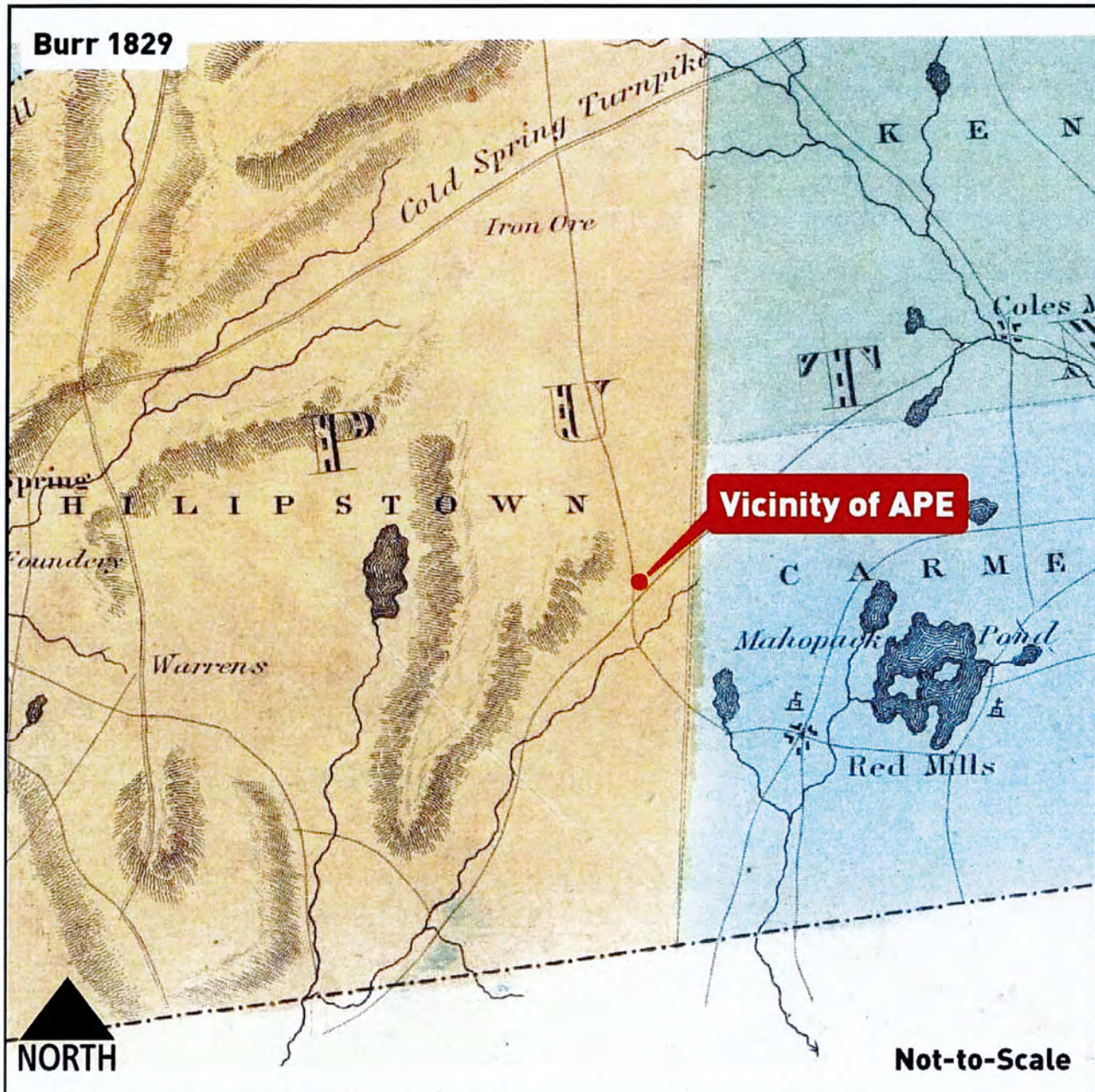


Figure 4. The Project location depicted on the 1829 Burr *Atlas of the State of New York* (Burr 1829).

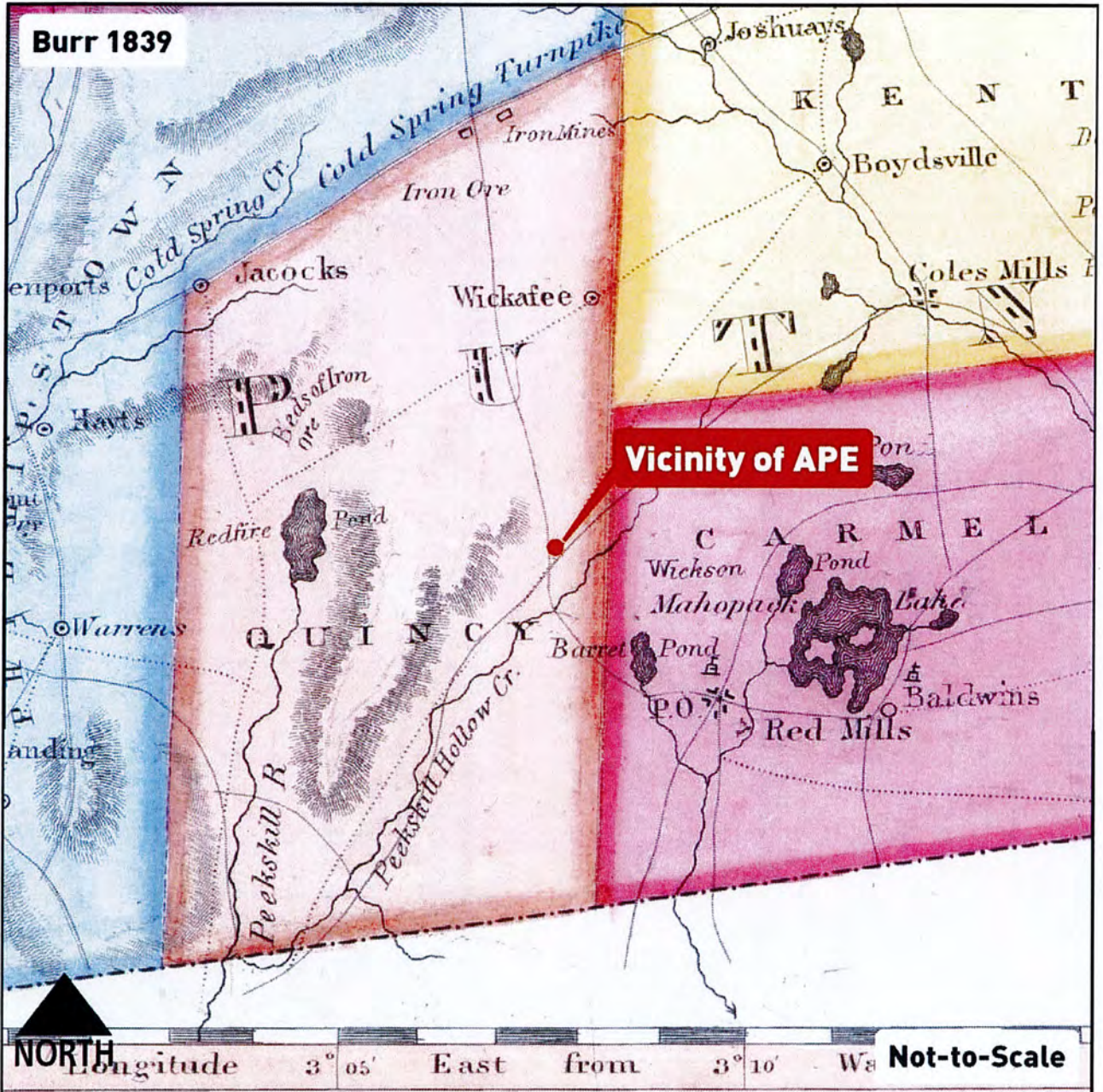


Figure 5. The Project location depicted on the 1839 Burr *Atlas of the State of New York* (Burr 1839).

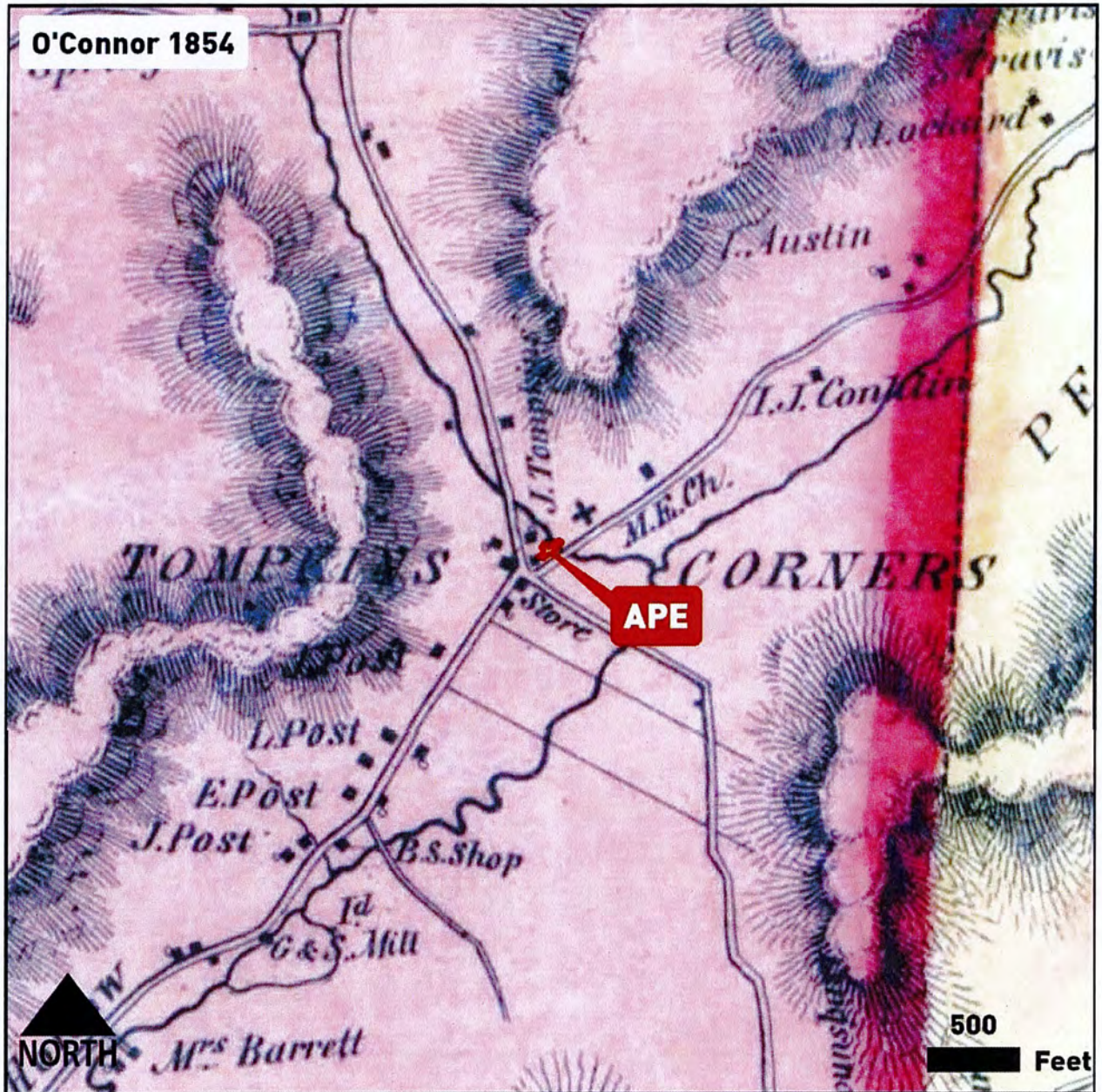


Figure 6. The Project outlined on the 1854 *Map of Putnam County, New York* (O'Connor 1854).

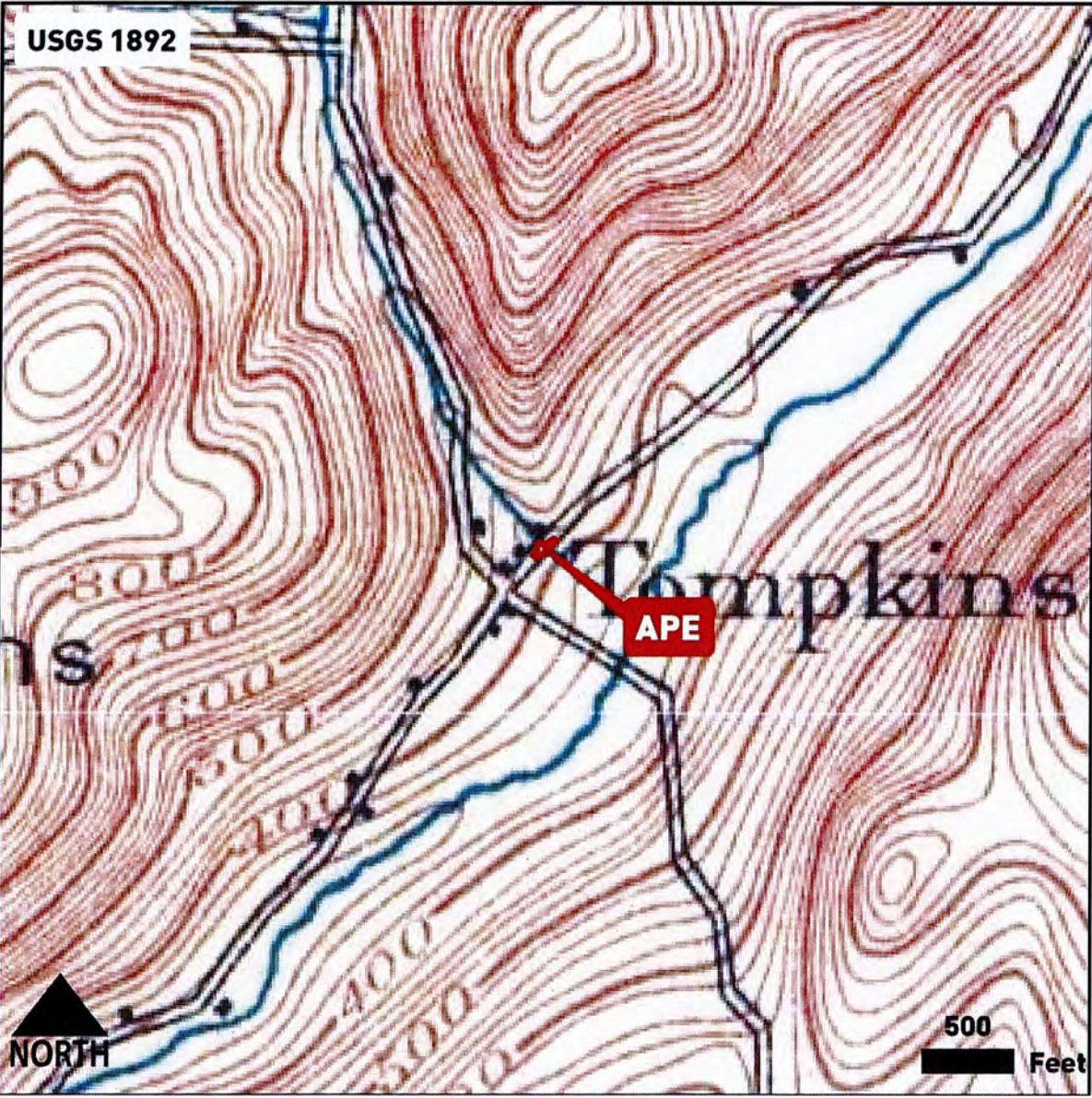


Figure 7. The Project outlined on the 1892 *West Point*, New York 15-minute Topographic Quadrangle Map (USGS 1892).

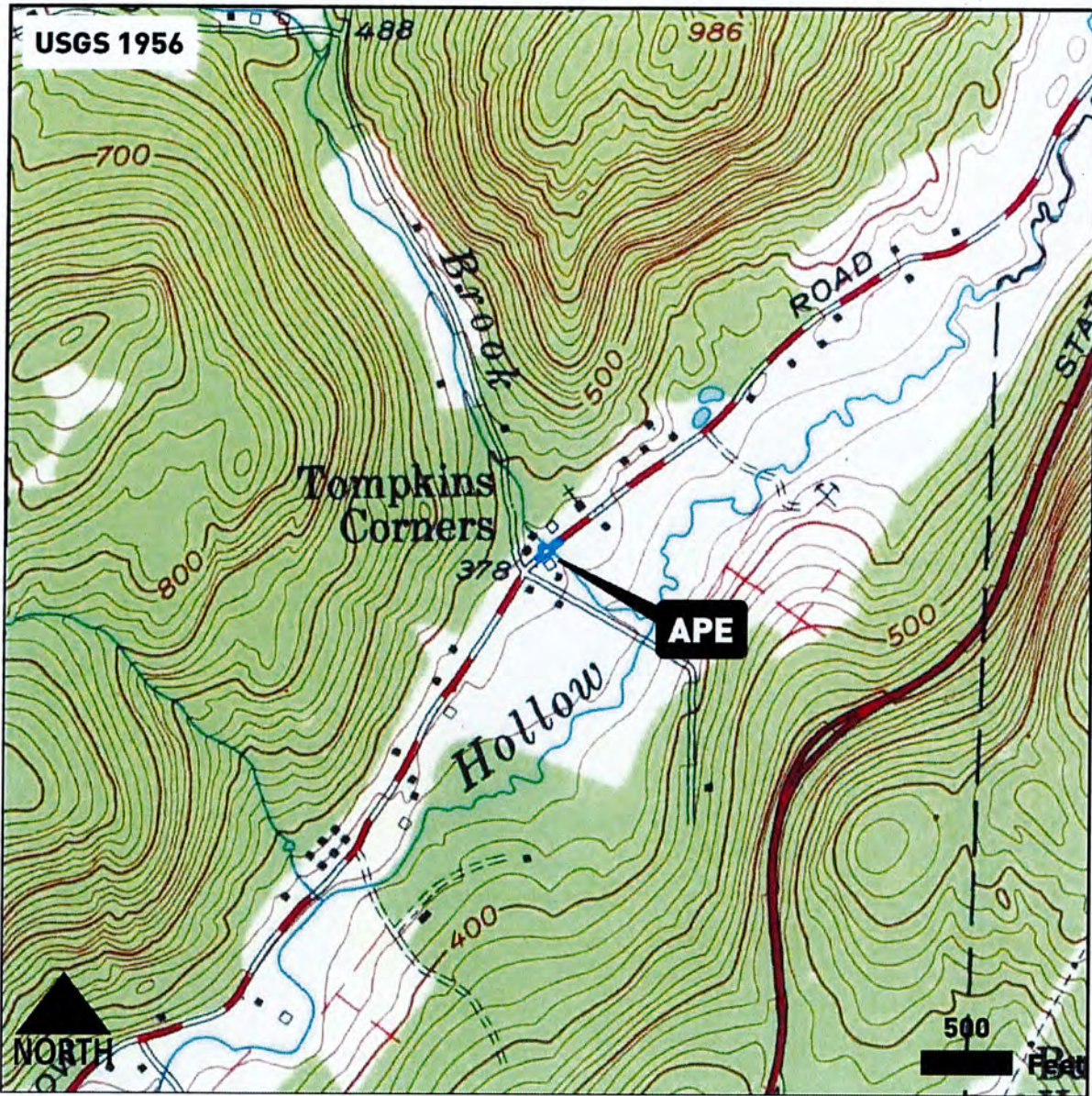


Figure 8. The Project outlined on the 1965 *Oscawana Lake*, New York Topographic Quadrangle (USGS 1956).

Architectural Survey

Introduction

Hartgen completed an architectural reconnaissance survey to identify properties that are potentially eligible for listing on the National Register of Historic Places within or adjacent to the project APE. The survey was performed according to the NYS Education Department Cultural Resources Survey Program Work Scope Specifications for Cultural Resource Investigations (NYSED 2004). The field survey was performed by Elizabeth Gregory on 25 July, 2023. The field survey was overseen by Hartgen's Architectural Historian, Brian Knight.

Methodology

All structures within or adjacent to the APE over 50 years old were identified. Each structure 50 or more years in age was evaluated for its ability to satisfy one or more of the four National Register criteria for significance: (A) by association with events that have made a significant contribution to the broad patterns of history; (B) by association with the lives of persons significant in the past; (C) by embodying the distinctive characteristics of a type, period, or method of construction; or (D) by potentially yielding information important to history (Shrimpton 1997).

Survey Results

The architectural survey included three buildings, three associated structures and one culvert. The list of Architectural Properties (Table 2) associates these resources with structure and photograph numbers. These are keyed to a map (Map. 2). One structure (Structure 3, 90NR02380, Tompkins Corners United Methodist Church) is listed on the National Register of Historic Places (Photo 1). An additional five structures met the 50 year old threshold for National register eligibility, but were determined not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations. Structure 2b did not meet the 50-year-old threshold. Photographs are provided for all seven structures and are located within or adjacent to the project area (Photos 1 through 7). An updated Building Structure Inventory form has been completed for the National Register listed Structure 3. The form is appended to this report in Appendix I. No project impacts to identified NRL or NRE structures are anticipated.

Table 2. Architectural Properties within/adjacent to the Peekskill Hollow Road Culvert over Wicoppee Brook Project.

Structure #	Photo #	Name/ Address	NRE*	Not-NRE	Post 1973	SHPO Unique Site # / Existing NR Status
1	1	Peekskill Hollow Road Culvert over Wicoppee Brook		X		
2	2	721 Peekskill Hollow Road		X		
2a	3	723 Peekskill Hollow Road		X		
2b	4	Peekskill Hollow Road			X	
3	5	Tompkins Corners United Methodist Church/ 729 Peekskill Hollow Road	NRL			90NR02380
3a	6	729 Peekskill Hollow Road		X		
4	7	726 Peekskill Hollow Road		X		

*NRE = National Register Eligible

*NRL = National Register Listed



Photo 1. Structure 1, Culvert on Peekskill Hollow Road over Wicopee Brook, looking south. The culvert, constructed in 1925, is heavily deteriorated. The culvert is constructed of metal and concrete, with a concrete and rock retaining wall along either side of the area leading downslope to the Wicopee Brook. The board-formed concrete abutments of this bridge date to 1936. The concrete deck and rails were replaced in 1960. It has previously been determined to be not eligible for listing on the National Register.



Photo 2. Structure 2, 721 Peekskill Hollow Road, looking north. Built c. 1875, this is a two-story, side-gabled, wood-frame single-family dwelling. Resting on a stone foundation, it is sheathed with novelty siding and it has an asphalt shingle roof. Fenestration is varied, consisting of replacement one-over-one, two-over-two, six-over-six and double hung sash. Projecting from the southeast elevation is a one-story, gable-roofed wing. The dwelling is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement windows and siding.



Photo 3. Structure 2a, 723 Peekskill Hollow Road, looking east. Built c.1940, this is a one-story, gable-roofed, wood-frame single-family dwelling. Resting on a concrete block foundation, it is sheathed with novelty siding and it has an asphalt shingle roof. Fenestration consists of six-over-one replacement windows. A one-story, hip-roofed enclosed porch extends along the south elevation. The east elevation is exposed at the basement level with a built-in garage. The structure is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement siding and windows.



Photo 4. Structure 2b, 721 Peekskill Hollow Road, looking north. Built c.2005, this is a one-story, four-bay, side-gabled garage. Resting on a concrete slab, it is sheathed with vertical wood boards and it has an asphalt shingle roof. The structure is not eligible for inclusion in the National Register of Historic Places due to insufficient age.



Photo 5. Structure 3, 729 Peekskill Hollow Road, looking north. Built in 1891, the National Register Listed Tompkins Corners United Methodist Church is an L-shaped, two-bay by-four bay, wood-frame religious building. Resting on a stone foundation, it is sheathed with wood clapboards, and it has an asphalt shingle roof. Fenestration consists of double-hung sash windows set with diamond-pane-stained glass. Projecting from the east elevation is a bell tower sheathed with sided with a mix of round, hollow-round, and diamond-shaped wood shingles. The tower is capped by a pyramidal roof with gable-roof dormers and a bracketed cornice. The Tompkins Corners United Methodist was listed on the National Register in October 1982 and retains integrity of location, design, materials, workmanship, feeling and association.



Photo 6. Structure 3a, outbuilding associated with 729 Peekskill Hollow Rd, looking north. Built c.1900, this is a one-story, side-gabled, seven-bay equipment shed. Resting on square posts on concrete blocks, the building is sheathed with flush board siding, and it has an asphalt shingle roof. The two left and the one right bay are enclosed with doors while the center four bays are open. This structure is not eligible for inclusion in the National Register of Historic Places due to a lack of distinguishing features.

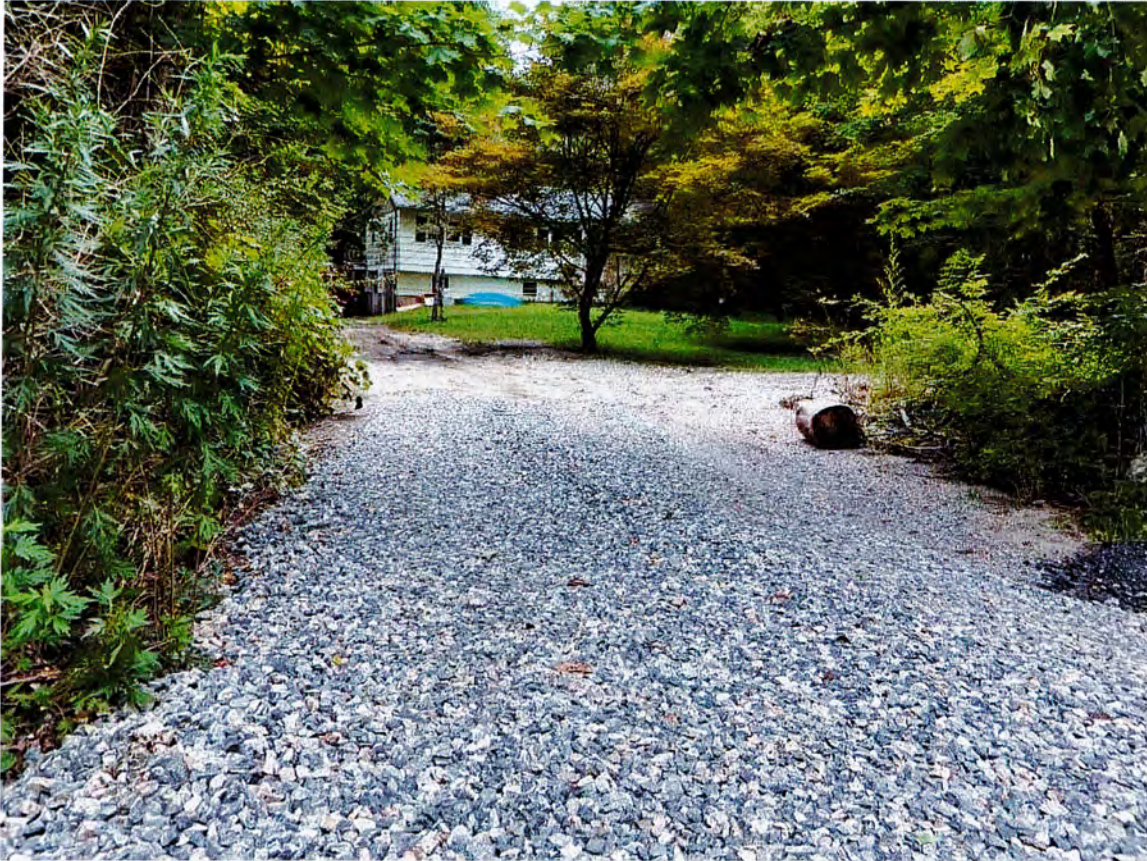


Photo 7. Structure 4, 726 Peekskill Hollow Road, looking southeast. Built c.1964, this is a one-story, side-gabled, wood-frame, Split-Level style single-family dwelling. Resting on a concrete foundation, it is sheathed with aluminum siding and it has an asphalt shingle roof. Fenestration consists of paired one-over-one double hung sash. Structure 4 is not eligible for inclusion in the National Register of Historic Places due to loss of integrity resulting from alterations in the form of replacement windows.

Recommendations

A total of seven resources were surveyed for this project. Structure 3 was listed on the National Register of Historic Places in 1982 and it retains eligibility. There are no anticipated project impacts to this structure or to its associated property.

Bibliography

Buffalo Weekly Express

1885 The Tompkinses of Tompkin's Corner. Buffalo Weekly Express.

Burr, David

1829 *An Atlas of the State of New York Containing a Map of the State and of the Several Counties.* David Burr, New York.

1839 *An Atlas of the State of New York Containing a Map of the State and of the Several Counties with Corrections and Improvements.* Stone & Stewart, Ithaca, New York.

Crimmins, Robert R.

1986 The History of the Town of Putnam Valley, New York: A Brief Overview.

Esri Inc.

2015 World Imagery. Esri, Inc., Redlands, California,
http://services.arcgisonline.com/ArcGIS/rest/services/World_Topo_Map/MapServer.

McDonald, Don

2004 A Brief History of Philipstown. Electronic document, accessed December 20, 2023,
<https://philipstown.com/history-of-philipstown#:~:text=Adolph%20Philipse%20could%20well%20be.purchase%20from%20Dorlandt%20and%20Sybrant>.

O'Connor, R.F.

1854 *Map of Putnam County, New York.* R. F. O'Connor, New York.

Philipse-Gouverneur family papers

1653-1874 Philipse-Gouverneur family papers, 1653-1874. Electronic document, Columbia University Libraries, accessed December 20, 2023, https://findingaids.library.columbia.edu/ead/nnc-rb/ldpd_4079215/dsc.

Putnam Valley Historical Society

2023 Historic Putnam Valley. Electronic document, accessed December 20, 2023,
<https://putnamvalleyhistory.org/historic-putnam-valley/>.

Sauthier, Joseph

1779 *A Chorographical Map of the Province of New York in North America.* William Faden, London. Map Available at <http://hdl.loc.gov/loc.gmd/g3800.ar107003>.

Shrimpton, Rebecca H. (editor)

1997 *National Register Bulletin No. 15: How to Apply the National Register Criteria for Evaluation.* National Park Service, Government Printing Office, Washington, D.C.

United States Geological Survey (USGS)

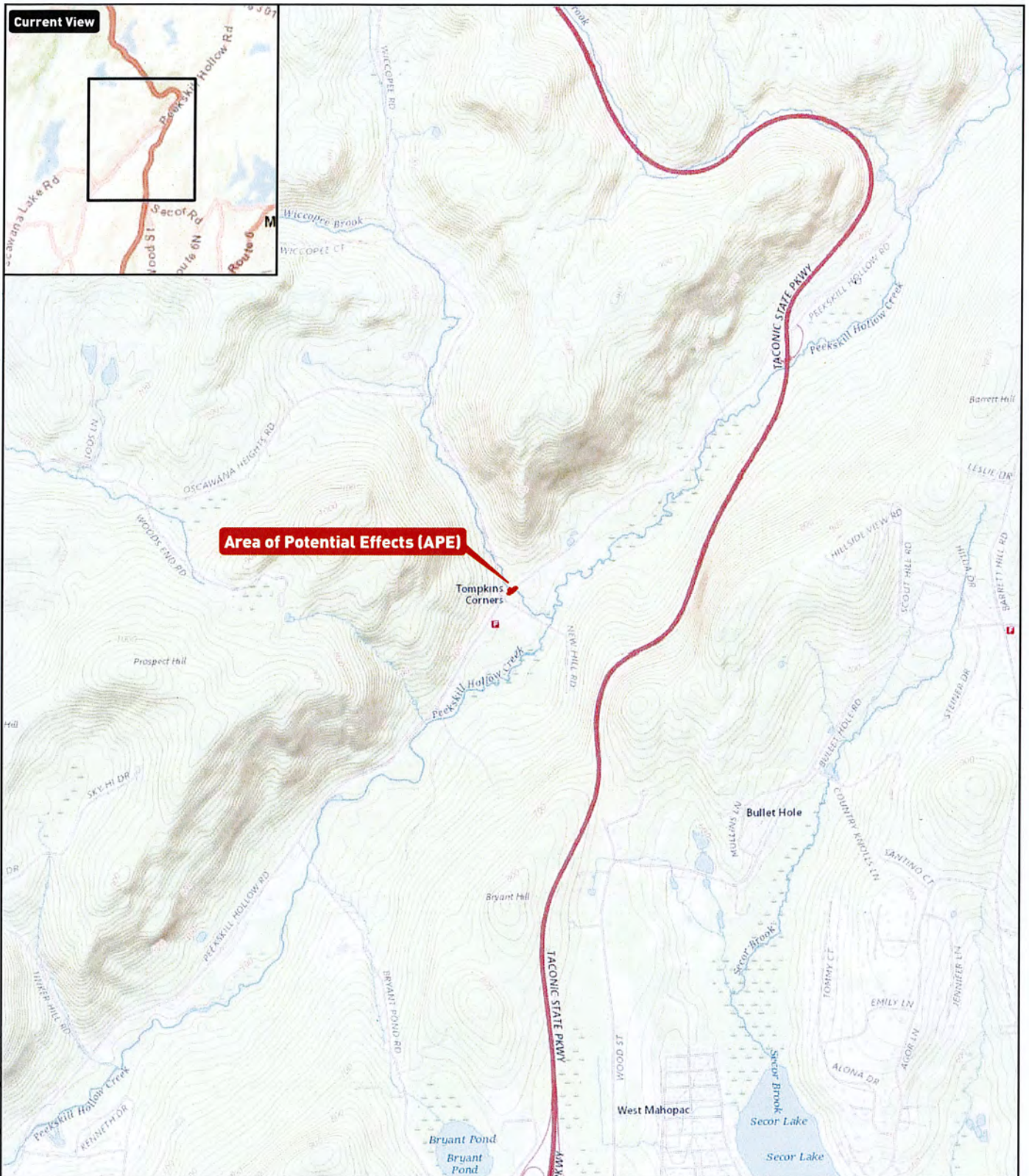
1892 *West Point, New York Topographic Quadrangle Map, 1:62,500 scale.* USGS Historical Topographic Map Explorer, Reston, Virginia, <http://historicalmaps.arcgis.com/usgs>.

1956 *Oscawana Lake, New York Topographic Quadrangle Map, 1:24,000 scale.* USGS Historical Topographic Map Explorer, Reston, Virginia, <http://historicalmaps.arcgis.com/usgs>.

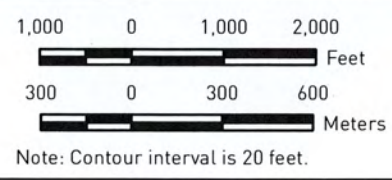
Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, New York
Architectural Survey Report

Maps

Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, New York
 Historic Resources Survey



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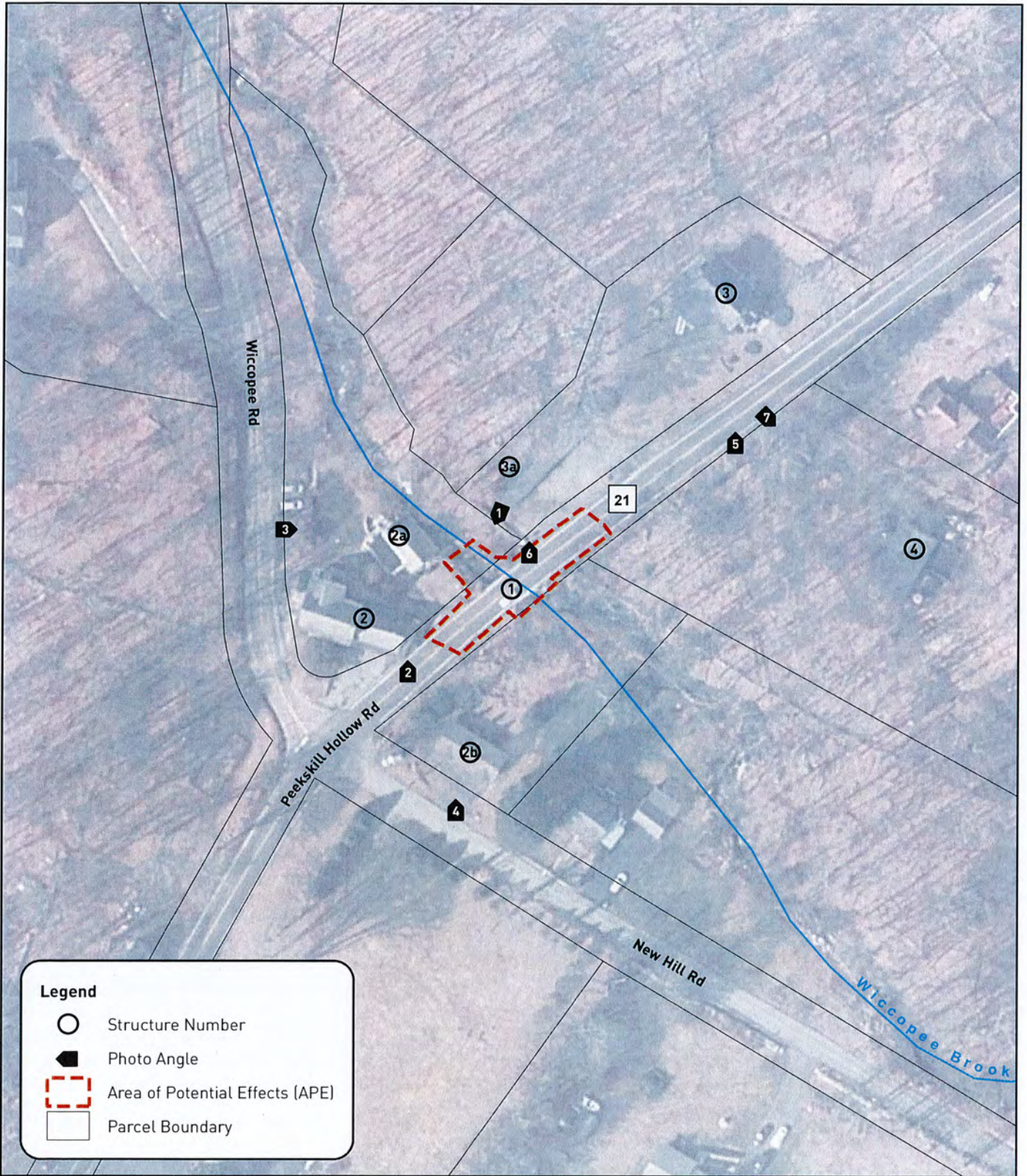
Project Location
 GIS Services Accessed 12/26/2023;
 Environmental Systems Research
 Institute, Inc., World Street Map;
 USGS The National Map

HARTGEN
 archaeological associates inc



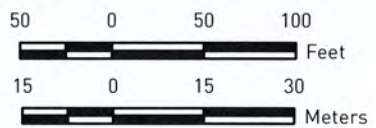
Map 1

Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, New York
 Historic Resources Survey



Legend

- Structure Number
- Photo Angle
- Area of Potential Effects (APE)
- Parcel Boundary



Project Map



New York State Office of Information
 Technology Services, Orthoimagery, 2021

Map 2

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Peekskill Hollow Road over Wiccopee Brook, Town of Putnam Valley, Putnam County, New York
Architectural Survey Report

Appendix 1: Building Structure Inventory form



HISTORIC RESOURCE INVENTORY FORM
For NYSDOT Projects
State Education Department Cultural Resources Survey Program Work Scope Specific
Section I.C. (January 1998)



NYS OFFICE OF PARKS, RECREATION
& HISTORIC PRESERVATION

P.O. BOX 189, WATERFORD, NY 12188
(518) 237-8643

OFFICE USE ONLY USN:

IDENTIFICATION

Property name (if any) Tompkins Corners United Methodist Church

Address or Street Location 729 Peekskill Hollow Road Rural Fire Number _____

County Putnam Town/City Putnam Valley Village/Hamlet: Tompkins Corners

Original use Church Current use Church

Architect/Builder, if known Robert Barker Construction Date* 1891

DESCRIPTION

Please check those which are applicable 3 applicable 2 inapplicable

<u>Exterior Walls:</u>	<input checked="" type="checkbox"/> wood clapboard	<input checked="" type="checkbox"/> wood shingle	<input type="checkbox"/> vertical boards	<input type="checkbox"/> plywood	<input type="checkbox"/> stone
	<input type="checkbox"/> brick	<input type="checkbox"/> poured concrete	<input type="checkbox"/> concrete block	<input type="checkbox"/> vinyl siding	<input type="checkbox"/> aluminum siding
	<input type="checkbox"/> cement-asbestos	<input type="checkbox"/> other:	_____		

Roof: asphalt, shingle asphalt, roll wood shingle metal slate

<u>Foundation:</u>	<input checked="" type="checkbox"/> stone	<input type="checkbox"/> brick	<input type="checkbox"/> poured concrete	<input type="checkbox"/> concrete block
--------------------	-------------------------------------------	--------------------------------	------------------------------------------	-----------------------------------------

Alterations: _____ Date(s)(if known): _____

Condition: excellent good fair deteriorated

<u>Associated Building:</u>	<input type="checkbox"/> garage	<input type="checkbox"/> silo	<input type="checkbox"/> privy
	<input checked="" type="checkbox"/> shed	<input type="checkbox"/> barns	
	<input type="checkbox"/> carriage house	<input type="checkbox"/> other	

Landscape Features: gardens pond mature trees slate

sidewalks

fountain hitching post carriage steps walls historic marker (describe)

narrative)

well mile post monument/sculpture other

Prepared by: Brian Knight **Address** 1744 Washington Avenue Extension, Rensselaer, NY 12144

Telephone: 518-283-0534 **Email** bknight@hartgen.com **Date** 27 December, 2023

PIN: PIN 8762.76 **Organization:** Hartgen Archeological Associates, Inc.

(See Reverse)

Building Surroundings:	<input type="checkbox"/> open land	<input type="checkbox"/> woodland	<input checked="" type="checkbox"/> scattered buildings
<input type="checkbox"/> densely built-up			
<input type="checkbox"/> commercial	<input type="checkbox"/> industrial	<input type="checkbox"/> residential	<input type="checkbox"/> agricultural
<input type="checkbox"/> other			

Photos:



Photo 1. View looking north at the National Register Listed (NRL) Tompkins Corners United Methodist Church at 723 Peekskill Hollow Road.



Photo 2. View looking west at the NRL Tompkins Corners United Methodist Church at 723 Peekskill Hollow Road.



Photo 3. View looking north-northeast at the NRL Tompkins Corners United Methodist Church at 723 Peekskill Hollow Road.



Photo 4. View looking west at the NRL Tompkins Corners United Methodist Church and associated outbuilding at left.

Narrative Description of Property:

Tompkins Corners United Methodist Church is a two-and-a-half-story, L-plan, gable-roofed, wood-frame church building. Resting on a stone foundation, it is sheathed with wood clapboard siding and it has an asphalt shingle roof. Abutting the south elevation is a central bell tower. Projecting from the west elevation is a one-story wing with a small apse projecting from the north and a more modern wing extending from it. Fenestration included pointed-arch windows with double-hung sash windows and diamond-pane stained glass. Centered on the south elevation is the primary entrance with a secondary entrance on the west side. A cantilevered, gabled roof with intersecting fretwork and a wooden cutwork sunburst protects the primary entrance. Both entrances are flanked by narrower versions of the windows found throughout the building.

The bell tower is sheathed with a mix of round, hollow-round, and diamond-shaped shingles. It has two narrow windows on either side, and a narrow window centrally located above the entrance. A bracketed cornice supports an asphalt-shingled pyramidal roof, with gabled dormer windows set with louvered vents. The tower is topped with a cross at its pinnacle.

Narrative Description of National Register Eligibility

Associative Value (Criteria A & B) Design or Construction value (Criterion C):

A European settlement known as Tompkins Corners formed in the area by 1788. It was started by four Tompkins brothers from Eastchester who relocated to Peekskill Hollow. In 1789, Tompkins Corners was part of the Philipstown circuit of itinerant Methodist preachers. The circuit consisted of Cold Spring, Nelsonville, Old highland, Farmers Mills, Kent Cliffs, Canopus and Peekskill Hollow. Francis Asbury, an early American Methodist bishop, addressed a Methodist meeting in Tompkins Corners. The congregation, meeting informally in homes, became one of the oldest Methodist churches outside New York City. The Methodist presence in the Hudson Valley was led by Freeborn Garretson, a New York City Methodist evangelist who moved to Rhinebeck in Dutchess County and “directed the dissemination of the faith in the Hudson Valley” (Larsen 1982).

Formal church organization began in 1834 when the congregation elected trustees. The congregation hired an architect by the name of Barker to design an edifice, built in 1835. The Tompkins Corner church was the fifth church built on the Philipstown Circuit (Larsen 1982). In 1890, the original church, showing signs of aging, was demolished. The congregation hired Architect Robert Barker of Mahopac Mines to design the new church. Robert Barker was a relative of the architect who built the 1825 building (Larsen 1982). The congregation desired “a more modern and commodious structure” (Larsen 1982). Barker used Victorian trends as his new building had L shape, steeply-pitched rooflines and a bell with multiple wood shingle types. Barker used the foundation of the 1835 building (Larsen 1982). While the church was under construction, the congregation met in the Putnam Valley Town Hall.

Barker’s design “well articulates the function and orientation of the interior space” (Larsen 1982). The four window bays on the exterior reflect the interior sanctuary. The apse, projecting from the rear of the building, and the street-facing tower “create a traditional configuration reminiscent of earlier church forms” (Larsen 1982).

In 1935, to celebrate the church's centenary, renovations included heating, electricity, cushioned pews, and a bell in the tower. The interior was further updated before being listed on the National Register of Historic Places in 1982. In 1984, the church celebrated its 150th anniversary with notable guests and a certificate from the Historic Preservation Office. The church remained a vital part of the community in the 20th century, hosting cultural events and serving various functions. Changes in the area led to declining attendance, and the church closed in 2011 with the retirement of its last pastor. In 2015, the local community purchased the church who converted the space into the Tompkins Corners Cultural Center, emphasizing its role as a hub for cultural events, arts, classes, and community gatherings. In 2018, the Preservation League of New York State granted the Tompkins Corners Cultural Center a \$9,600 grant for conducting a building report.

The former Methodist Episcopal Church is eligible for listing on the National Register under Criterion C, as an intact representative example of a modest Vernacular village church with Italianate and Queen Anne features. Distinctive features include steeply pitched roof, bracketed cornice on the tower, cantilevered front porch, diamond-pane windows, multi-pattern wood shingles and the prominent tower with a pyramidal roof. Under Criterion A, it is significant for its role of Methodism in the Hudson Valley.

Sources:

Beers, F.W.

1867 *Atlas of New York and Vicinity from Actual Surveys*. F.W. Beers, D. Ellis, and G. G. Soule, New York.

Crimmins, Robert R.

1986 *The History of the Town of Putnam Valley, New York: A Brief Overview*.

Larsen, Neil

1982 *Tompkins Corners United Methodist Church In National Register Nomination*. United States Department of the Interior, National Park Service., Washington DC.

O'Connor, R.F.

1854 *Map of Putnam County, New York*. R. F. O'Connor, New York.

Historic Maps:



Figure 1. 1854 O'Connor Map(O'Connor 1854)

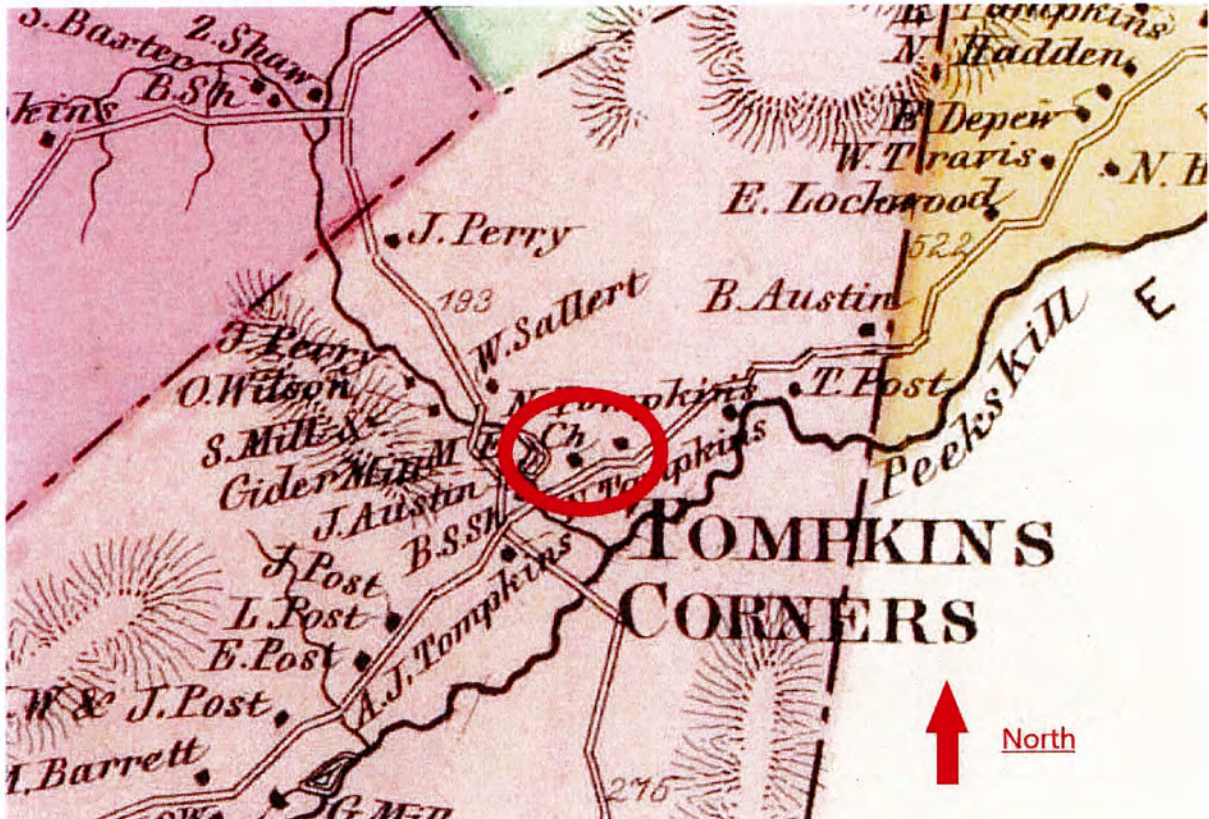
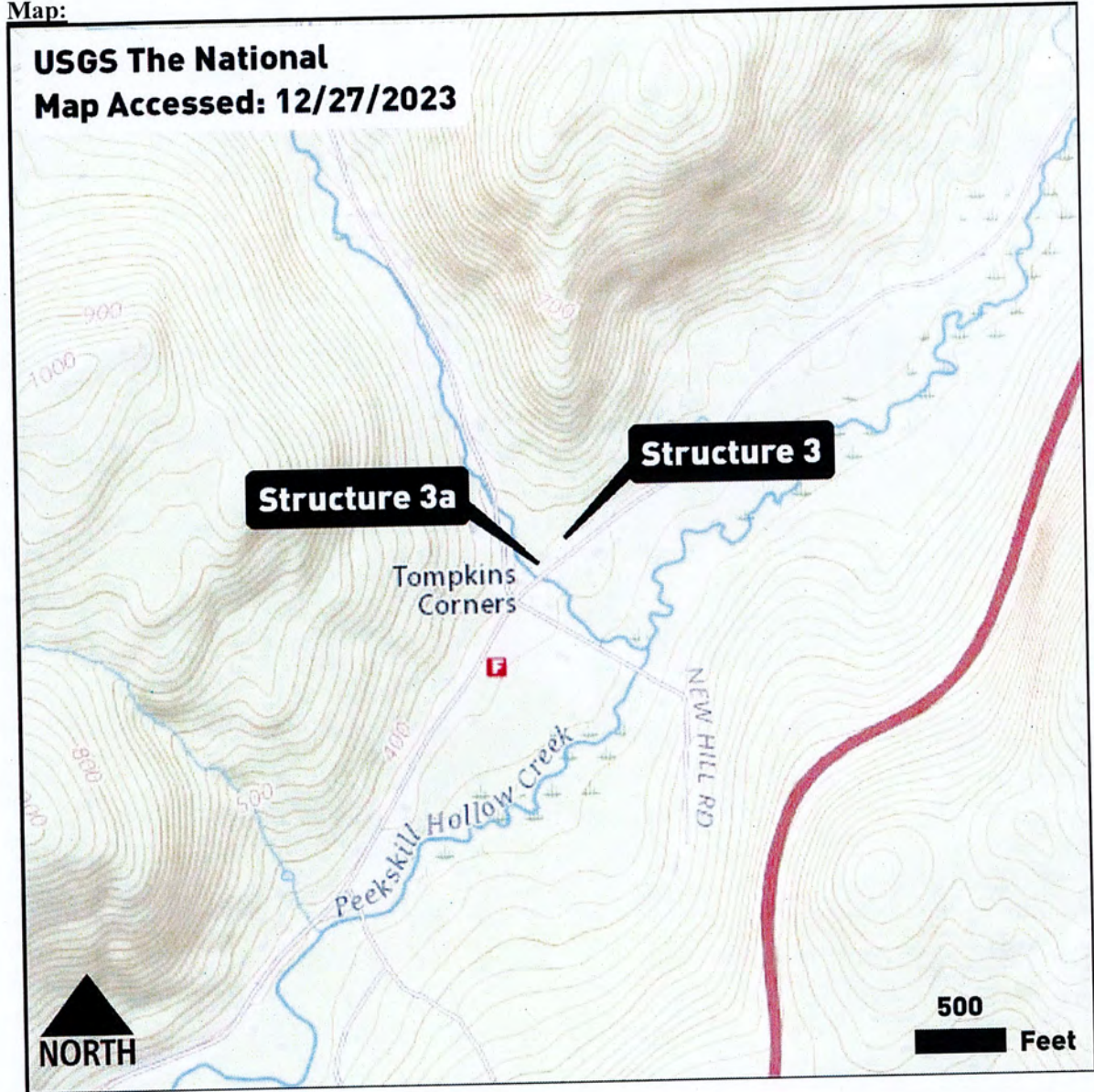


Figure 2. 1867 Beers Atlas (Beers 1867)



Figure 3. Structure 3, c.1900. Built in 1891, this church replaced a c.1835 church that was dismantled(Crimmins 1986) (Personal collection).

Map:



NEW YORK STATE DEPARTMENT OF TRANSPORTATION PROJECT SUBMITTAL PACKAGE

Section 106 of the National Historic Preservation Act

For Locally-Administered Federal-Aid Projects

A Project Submittal Package is prepared by the Local Project Sponsor (Sponsor) or their consultants for federal aid transportation projects to provide sufficient information for NYSDOT assessment of Section 106 obligations. The Sponsor sends the package to the Regional Local Project Liaison (RLPL) for RCRC review. The RCRC will make recommendations to identify what is needed for Section 106 compliance for the project.

DATE 4/12/2024 PIN 8762.76 BIN N/A

IDENTIFICATION

Project Name (if any) Peekskill Hollow Road over Wiccoppee Brook Culvert Replacement

Project Area Boundaries The length of the Peekskill Hollow Road culvert (Approximately 20ft) and surrounding areas.

(Indicate State or County Route # and/or local street name, and clearly defined endpoints)

County: Putnam Town/City Kent Village/Hamlet: N/A

Have you consulted the NYSHPO web site at [*http://nysparks.state.ny.us](http://nysparks.state.ny.us) to determine the preliminary presence or absence of previously identified cultural resources within or adjacent to the project area? If yes: Yes No

- Was the project site wholly or partially included within an identified archaeologically sensitive area? Yes No
- Does the project site involve or is it substantially contiguous to a National Register of Historic Places listed property? Yes No

[*http://nysparks.state.ny.us](http://nysparks.state.ny.us) then select **HISTORIC PRESERVATION** then **Historic Preservation Field Services Bureau** then **On Line Tools**

ALL PROJECTS SUBMITTED FOR REVIEW SHOULD INCLUDE THE FOLLOWING INFORMATION

- ✓ **Project Description** – Attach a full description of the nature and extent of the work to be undertaken as part of this project. This should include, but not limited to, potential activities that might involve drainage, cutting, excavation, grading, filling, on-site detours, new sidewalks, right-of-way acquisition. Relevant portions of the project applications or environmental statements may be submitted. This could be from sections of the Draft Design Report/ Draft Scoping Document.
- ✓ **Location Maps** - Provide USGS Quad or DOT Planimetric map showing project area location. The map must clearly show street and road names surrounding the project area as well as all portions of the project.
- ✓ **Photos** - Provide clear, original color photographs of the entire project area keyed to a site plan. These photos should indicate:
 - Buildings/structures more than 50 years old that are located along the property or on adjoining property
 - Areas of prior ground disturbance (removal of original topsoil; filling and plowing are not considered disturbance)

LOCAL SPONSOR CONTACT

Name Thomas Feighery Title Director of Public Works

Firm/Agency Putnam County

Address 842 Fair Street City Carmel State NY Zip 10512

Sponsor Phone Number and E-Mail: (845) 878-6331_ :

Consultant Name & Phone OSPA Engineering Services, P.C., Melanie Osterhout, P.E. 518-636-9956

E-Mail mosterhout@ospaengineering.com

cc:all
Phys 11.12.24

Reso

11

RESOLUTION

APPROVAL/RATIFICATION OF APPLICATION FOR STATE FISCAL YEAR 2024 GRANT FUNDS AVAILABLE THROUGH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION'S PUBLIC TRANSPORTATION MODERNIZATION AND ENHANCEMENT PROGRAM

WHEREAS, the New York State Department of Transportation (NYSDOT) has apportioned Putnam County \$206,562 in funding to upgrade, modernize and enhance public transportation services through NYSDOT's State Fiscal Year (SFY) 2024 Modernization and Enhancement Program (MEP); and

WHEREAS, the MEP grant funding is one hundred (100%) percent State funding; and

WHEREAS, the MEP grant funding requires an application to apply the funding to an eligible project, and the deadline for application submission is December 10, 2024; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature approve all grant applications prior to their submission and that in the event time is of the essence requiring submission before Legislature approval is obtained for such application submission, consideration of the application shall occur at the next Full Legislature Meeting; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to utilize the awarded funding for modernizing the public transit system by purchasing cashless fare software technology and submit a grant application by the December 10, 2024 deadline set forth by NYSDOT; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County's application for MEP grant funding to NYSDOT by the December 10, 2024 deadline; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County's application for NYSDOT's MEP grant funding in connection with the costs associated with cashless fare software for the public transit system to be formally submitted to NYSDOT on/before December 10, 2024, is hereby accepted, approved and ratified by the County Legislature.

2024 NOV -5 AM 10:47
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, November 4, 2024 3:55 PM
To: Diane Schonfeld
Cc: Diane Trabulsy
Subject: FW: Reso for Physical Services RE: Grant Funding
Attachments: Reso-MEP Grant App Approval-Nov 2024.docx

Attached please find a proposed Resolution respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature’s review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP
Commissioner ● Department of Planning, Development & Public Transportation ●
PHONE | 845.878-3480 ● WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

From: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>
Sent: Monday, November 4, 2024 3:23 PM
To: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; Compton Spain <Compton.Spain@putnamcountyny.gov>
Subject: RE: Reso for Physical Services RE: Grant Funding

Good afternoon. This has been reviewed and everything looks in order. Thank you.

May your troubles be less, and your blessings be more, and nothing but happiness come through your door 😊



Jennifer Nygard
Paralegal ● Putnam County Department of Law
PHONE | 845.808.1150 Ext. 49400 ● WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK
"Empowering Putnam County through dedicated service."

NOTICE: The information in this e-mail message and any attachments thereto have been sent by an attorney or his/her agent, and is or are intended to be confidential and for the use of only the individual or entity named above. The information may be protected by attorney/client privilege, work product immunity or other legal rules. If the reader of this message and any attachments thereto is not the intended recipient, you are notified that retention, dissemination, distribution or copying of this e-mail message or any attachments is strictly prohibited. Although this e-mail message (and any attachments) is believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, the intended recipient is responsible to ensure that it is virus free.

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>

Sent: Monday, November 4, 2024 10:06 AM

To: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>; Compton Spain <Compton.Spain@putnamcountyny.gov>

Subject: Reso for Physical Services RE: Grant Funding

Good Morning,

I have prepared a resolution that I plan to submit for next week's Physical Services (deadline for submittal is tomorrow). Please assign an attorney to review.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

cc: all
Phys
A+A

Reso

APPROV

#12

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 24A114
DATE: November 7, 2024

2024 NOV - 7 PM 12:41
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund:

Increase Estimated Revenues:

55997000 428601 52413	INTERFUND TRANSFER - GENERAL (LOCAL 10%)	\$	55,008
55997000 435970 52413	STATE AID - TRANSIT 5307/5339 FFY24		55,008
55997000 445970 52413	FEDERAL AID - TRANSIT 5307/5339 FFY24		440,061

Increase Appropriations:

55997000 53000 52413	CAPITAL - TRANSIT SECTION 5307 FFY23	\$	518,812
55997000 53000 52413	CAPITAL - TRANSIT SECTION 5339 FFY23		31,265

General Fund:

Increase Appropriations:

10990100 59020	TRANSFER OUT - GENERAL	\$	55,008
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Decrease Appropriations:

10199000 54980	CONTINGENCY	\$	55,008
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Fiscal Impact - 2024 - \$55,008

Fiscal Impact - 2025 - \$ 0

The above budgetary amendment is the County's final Section 5307/5339 allocation for Federal Fiscal Year (FFY) 2024. Please refer to the memorandum attached from Commissioner Barbosa. The budgetary amendment above also accounts for the 10% State and 10% local matching of the funds.

Please forward it to the appropriate committee.



**Putnam County
Department of Planning, Development,
and Public Transportation**

www.putnamcountyny.com

**Barbara Barosa
Commissioner**

**841 Fair Street
Carmel, NY 10512**

**Phone: (845) 878-3480
Fax: (845) 808-1948**

October 10, 2024

Mr. Michael Culotta
Acting Regional Administrator, Region II
Federal Transit Administration
1 Bowling Green, Room # 429
New York, NY 10004-1415

Mr. Peter Butler
Regional Administrator, Region I
Federal Transit Administration
55 Broadway, Suite # 920
Cambridge, MA 02142-1093

Re: Allocation of FFY 2024 Section 5307/5340 Danbury, CT-NY Small Urbanized Area (SUZA) Funds between Putnam County, Connecticut, and the Metropolitan Transportation Authority (MTA).

Dear Messrs. Culotta and Butler:

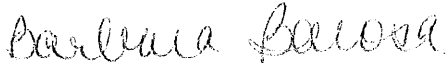
Putnam County, Connecticut, and the MTA have reached an agreement on the fair and rational sub-regional allocation of the **FFY 2024 Section 5307 and Section 5340** funds apportioned to the New York side of Danbury CT-NY Small Urbanized Area. The agreed upon allocation is as follows:

Funding Source	FFY 2024 Apportionment
Section 5307	
Connecticut	\$10,044,511
Putnam County, NY	\$375,832
MTA	\$0
STIC	
Connecticut	\$2,911,382
Putnam County, NY	\$108,934
MTA	\$0
Section 5340 Growing States (GS)	
Connecticut	\$198,618
Putnam County, NY	\$6,176
MTA	\$0
Section 5340 High Density (HD)	
Connecticut	\$1,558,861
Putnam County, NY	\$27,870
MTA	\$0
Connecticut Total	
	\$14,753,372
Putnam County, NY Total	
	\$518,812
MTA Total	
	\$0

FTA Letter 2024 Split Section 5307/5340
October 10, 2024

Please do not hesitate to contact the undersigned if there is anything further that you require in this regard.

Sincerely,



Barbara Barosa
Commissioner, Putnam County Department of Planning, Development & Public Transportation

cc: Marie Therese Dominguez, Commissioner, NYS Department of Transportation
Garrett Eucalitto, Commissioner, Connecticut Department of Transportation
Janno Lieber, Chairman, Chief Executive Officer, MTA
Stephanie Delisle, MTA
Donald Burns, FTA Region II
Darreyl Davis, FTA Region II
Faye Ellison, FTA Region II
Madeleine Duchatellier, FTA Region II
Maureen Kent, Capital Programming, CTDOT
Tom Vaughan, Public Transportation Bureau, NYSDOT
Jonathan Cmaylo, Public Transportation Bureau, NYSDOT
Harriet Lewis, Statewide Planning Bureau, NYSDOT
Gerry Bogacz, NYMTC
Ali Mohseni, MHSTCC
Kevin Byrne, County Executive, Putnam County
Matthew Covucci, Putnam County
Carrie DeMarchi, Putnam County
Barbara Barosa, Putnam County
Sean Bennett, Putnam County



**Putnam County
Department of Planning, Development,
and Public Transportation**

www.putnamcountyny.com

**Barbara Barosa
Commissioner**

**841 Fair Street
Carmel, NY 10512**

**Phone: (845) 878-3480
Fax: (845) 808-1948**

October 10, 2024

Mr. Michael Culotta
Acting Regional Administrator, Region II
Federal Transit Administration
1 Bowling Green, Room # 429
New York, NY 10004-1415

Mr. Peter Butler
Regional Administrator, Region I
Federal Transit Administration
55 Broadway, Suite # 920
Cambridge, MA 02142-1093

**Re: Allocation of FFY 2024 Section 5339 Danbury CT-NY Small Urbanized Area (SUZA)
Funds between Putnam County and the Metropolitan Transportation Authority (MTA)**

Dear Messrs. Culotta and Butler:

Putnam County and the MTA have reached an agreement on the fair and rational sub-regional allocation of the **FFY 2024 Section 5339** apportioned to the New York side of Danbury CT-NY. The agreed upon allocation is as follows:

Funding Source	FFY 2024 Apportionment
Section 5339 SUZA	
Putnam County, NY	\$8,364
MTA	\$0
Section 5339 National Distribution (ND)	
Putnam County, NY	\$22,901
MTA	\$0
Putnam County, NY Total	\$31,265
MTA Total	\$0

Please do not hesitate to contact the undersigned if there is anything further that you require in this regard.

Sincerely,

Barbara Barosa
Commissioner, Putnam County Department of Planning, Development & Public Transportation

FTA Letter 2024 Split Section 5339
October 10, 2024

cc: Marie Therese Dominguez, Commissioner, NYS Department of Transportation
Garrett Eucalitto, Commissioner, Connecticut Department of Transportation
Janno Lieber, Chairman, Chief Executive Officer, MTA
Stephanie Delisle, MTA
Donald Burns, FTA Region II
Darreyl Davis, FTA Region II
Faye Ellison, FTA Region II
Madeleine Duchatellier, FTA Region II
Maureen Kent, Capital Programming, CTDOT
Tom Vaughan, Public Transportation Bureau, NYSDOT
Jonathan Cmaylo, Public Transportation Bureau, NYSDOT
Harriet Lewis, Statewide Planning Bureau, NYSDOT
Gerry Bogacz, NYMTC
Ali Mohseni, MHSTCC
Kevin Byrne, County Executive, Putnam County
Matthew Covucci, Putnam County
Carrie DeMarchi, Putnam County
Barbara Barosa, Putnam County
Sean Bennett, Putnam County

THE PUTNAM COUNTY LEGISLATURE

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

Nov 12th
PMB
DISCUSS/APPROVE
#13

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



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

MEMORANDUM

DATE: October 23, 2024

TO: Greg Ellner
Chairman, Physical Services Committee

FROM: Toni Addonizio
Legislator, District #3

RE: Memorializing Greene County Resolution

Toni Addonizio

The Legislative Office is in receipt of the attached resolution, passed by Greene County, NY. This resolution pertains to concerns regarding New York State's requirements to reduce greenhouse gas emissions.

Respectfully, I request that the Physical Services Committee consider memorializing a similar resolution to send to the State.

Thank you for your attention to this request. I look forward to the discussion.

Attachment



2024 OCT 22 AM 10:30

DOC ID: 7817 A

*cc: all
file other
counties*

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Resolution No. 371-24

Resolution Concerning The Impacts Of Efforts To Electrify Highway Department Vehicles By Adoption Of The Advanced Clean Truck Rule

WHEREAS, in 2019, the Climate Leadership and Community Protection Act (CLCPA) was signed into law to require New York to reduce economy-wide greenhouse gas emissions 40 percent by 2030 and no less than 85 percent by 2050 from 1990 levels; and

WHEREAS, the CLCPA directs the development of performance-based standards for sources of greenhouse gas (GHG) emissions including for the transportation sector by reducing GHG emissions from motor vehicles; and

WHEREAS, New York State adopted California's Advanced Clean Trucks (ACT) Rule in December 2021 that requires applicable medium and heavy-duty (M/HD) vehicle manufacturers to sell a percentage of their total sales in New York as zero-emission vehicles (ZEVs) starting in model year 2025 with increasing ZEV sales through model year 2035; and

WHEREAS, the cost of transitioning the state and local highway departments' utility and construction vehicles, snowplows and equipment to run on battery power as mandated by ACT and other state strategies is at this juncture incalculable, but expected to exceed the ability to be financed without substantial sources of new revenues directed strictly for the retrofit or procurement of such ZEVs and equipment; and

WHEREAS, as commercial production of M/HD large-scale, electric construction vehicles is today a nascent industry, the ability of local highway departments to plan for this transition, with its concomitant mandates that fuel and electricity charging sources be carbon-free, is of tremendous concern considering that the transportation system at all levels of New York government is significantly underfunded; and

WHEREAS, while ACT regulations do not require M/HD fleets, owners, operators, or dealerships to purchase ZEVs, the sales mandates on vehicle manufacturers are expected to lead to shortages in supply of not only complying electric vehicles but of traditional gasoline and diesel vehicles as well; and

WHEREAS, alarmingly, some M/HD vehicle dealerships have notified highway departments that, due to manufacturers' need to plan for the sales mandates adopted by New York and some other states, many orders for trucks are being delayed or canceled; and

WHEREAS, notably, Maine, North Carolina and Connecticut among other states recently stepped back from adopting ACT regulations citing concerns over the availability of heavy-duty vehicle charging stations and the high cost of zero-emission trucks; and

WHEREAS, in July 2024, the New York State Comptroller released an audit on the

State's progress in meeting Climate Act goals and noted several deficiencies including the need to increase communication with stakeholders and provide more accurate cost estimates. The audit goes on to add that the lack of cost estimates jeopardizes the chances of success in meeting climate goals. The comptroller urges the state to clarify for key stakeholders, especially energy ratepayers, the extent to which ratepayers will be responsible for Climate Act implementation costs; and

WHEREAS, New York's climate goals must be implemented in a way that is affordable while assuring adequate supplies of these specialized vehicles and functional highway construction equipment that meet state specifications, estimated to increase the cost of a new truck by about one-third; and

WHEREAS, the rush to introduce electric vehicles in New York can be counter productive to the environment as the bulk of the power generation used to charge new vehicle batteries is produced by fossil fuels, and is a reason to move more slowly to sync with the pace of the transition to a zero-emission electric grid by 2040; and

WHEREAS, recognizing these potential impacts on the ability of local governments to continue to deliver necessary transportation services and facilities to the traveling public it is vital that state elected representatives and agencies assist county highway departments in developing strategies, funding sources and realistic timelines for achieving these aggressive GHG emissions reduction goals in the face of market and fiscal barriers to the transition; and

WHEREAS, all levels of government need to work together throughout the regulatory process to assure strategies and mandates put in place to meet the CLCPA goals for the transportation sector are realistic and achievable and will benefit the environment.

THEREFORE, BE IT RESOLVED, that Greene County of New York State calls on the Governor, the NYS Department of Transportation (NYSDOT) and NYS Department of Environmental Conservation (NYSDEC), NYSERDA, PSC, Commissioners and legislative leaders to commit to providing support for addressing these concerns in the regulatory and implementation process and to dedicate the funding necessary to fully cover the counties' costs of complying with the state mandates under the CLCPA; and

BE IT FURTHER RESOLVED, that the Governor consider a pause or suspension of the implementation of ACT until there is strong evidence that the state has in place the necessary direct financial assistance and incentives and charging infrastructure necessary, and can definitively determine that vehicle manufacturers are prepared to effectively supply the New York market without disruption to the critical work needed to maintain the state's vast and aging infrastructure; and

BE IT FURTHER RESOLVED, that the state recognize that highway construction, maintenance vehicles, and equipment are critical to governments' mission to maintain a safe and functional transportation system by designating these municipally owned vehicle and equipment as a category among "transit buses, motor coaches, and emergency vehicles," and thus exempt from ACT regulation.

BE IT FURTHER RESOLVED, that Greene County shall forward copies of this resolution to Governor Kathy Hochul, the New York State Legislature; and the commissioners of NYSDOT, NYSDEC, NYSERDA, PSC and all others deemed necessary and proper.

Meeting History
10/15/24 Public Works

MOVED FOR ADOPTION

RESULT:	MOVED FOR ADOPTION [UNANIMOUS]
MOVER:	Michael Bulich, Legislator
SECONDER:	James Thorington, Patricia Handel, Patrick Linger
AYES:	Thorington, Martinez, Hobart, Bulich, Handel, Legg, Linger, Luvera, Lennon

Current Meeting

10/16/24 Greene County Legislature ADOPTED

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Bulich, Legislator
SECONDER:	Gregory Davis, Patricia Handel, James Thorington, Patrick Linger
AYES:	Bloomer, Bulich, Davis, Handel, Hobart, Legg, Lennon, Lucas, Luvera, Martinez, Overbaugh, Thorington, True, Linger

(10,000)
Ayes 14 Noes 0 Absent 0

APPROVED AS TO FORM
EDWARD I. KAPLAN, ESQ.
GREENE COUNTY ATTORNEY

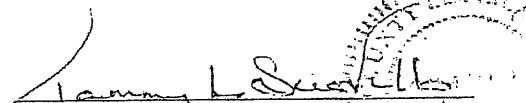
- cc: All Departments via County Wide Sharepoint
- 1 - Highway (Certified)
 - 1 - Gov. Hochul (Certified)
 - 1 - NYS Legislature (Certified)
 - 1 - NYS DOT Commissioners (Certified)
 - 1 - NYS DEC Commissioners (Certified)
 - 1 - NYSERDA Commissioners (Certified)
 - 1 - NYS PSC Commissioners (Certified)
 - 1 - NYSAC (Certified Vial Email)
 - 2 - File - Highway

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

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a Resolution adopted October 16th, 2024, with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said Greene County Legislature this 17th day of October, 2024.


 Tammy L. Scivillo
 Acting Clerk, Greene County Legislature

