

THE PUTNAM COUNTY LEGISLATURE

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

Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

-REVISED- Agenda renumbered

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner and Legislators Crowley & Jonke)

Wednesday

6:30p.m

February 12, 2025

(Health Meeting to Immediately Follow)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Physical Services Meeting Minutes/ November 12, 2024**
- 4. Approval/ Leases with Not-for-Profit Organizations - Amended Per Discussion at November 2024 Physical Services Meeting/ County Executive Kevin Byrne**
 - 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 (34 Gleneida Ave.)**
- 5. Approval/ SEQRA / Negative Declaration/ Snake Hill Road Over Philipse Brook Culvert Replacement/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**

6. **Approval/ SEQRA / Negative Declaration/ Peekskill Hollow Road Over Wicoppee Brook Culvert Replacement/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
7. **Approval/ Operating Assistance Pursuant to Title 49 United States Code, Section 5311/ Consolidated Grant Application for Federal Fiscal Years (FFYs) 2024 and 2025/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
8. **Approval/ Continue the Putnam County Parking and Transfer Program and the Intercity Bus/Mass Transportation Joint Service Agreement to Operate the Croton Falls Commuter Shuttle and Park & Ride Facilities/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
9. **Approval/ Lead Agency/ SEQRA Determination/ Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
10. **Approval/ Ratification of Application for 2025 Grant Funds Available Through the New York State County Infrastructure Grant Program (*Empire State Development*) (*Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvement Project*)/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
11. **Approval/ Lead Agency/ SEQRA Determination Exterior Restoration of the Historic Putnam County Courthouse Project/ Town of Carmel/ Commissioner, Planning, Development & Public Transportation Barbara Barosa**
12. **Approval/ Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project and Appropriating Funds Therefore (*PIN 8763.60- East Branch Road over Haviland Hollow Brook Superstructure Replacement T.O.Patterson-BRIDGENY*)/ Commissioner of the Department of Public Works Thomas Feighery**
13. **Approval/ Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project and Appropriating Funds Therefore (*PIN 8763.61- Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs T.O. Putnam Valley- BRIDGENY*)/ Commissioner of the Department of Public Works Thomas Feighery**
14. **Approval/ Acceptance of Amendment B for 2022-2023 Snow and Ice Agreement With New York State/ Deputy Commissioner of the Department of Public Works Joseph Bellucci**
15. **Approval/ Acceptance of Amendment B for 2023-2024 Snow and Ice Agreement With New York State/ Deputy Commissioner of the Department of Public Works Joseph Bellucci**
16. **Approval/ 25CP01 – Software Purchase/ Director of I.T. & G.I.S. Thomas Lannon**

17. Other Business

18. Adjournment

Phyp. Feb 2025

#3

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

Committee Members: Chairman Ellner, Legislators Castellano & Crowley

Tuesday **November 12, 2024**

(Immediately Followed the Special Full and Personnel Mtgs.)

The meeting was called to order at 7:08p.m. by Chairman Ellner who requested Legislator Castellano lead in the Pledge of Allegiance. Upon roll call, Legislator Castellano was present. Legislator Crowley was absent.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ September 17, 2024

Chairman Ellner stated the minutes were accepted as submitted.

Item #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**

Legislator Montgomery stated she did not see a memorandum from the Chair of this Committee, Legislator Ellner, that went out requesting the sender of this agenda item or someone from the Administration to be present to speak to this.

Chairman Ellner stated that is because this is a matter that was sent to him as Chair of this Committee to be considered by the Physical Services Committee.

Legislator Jonke stated his agreement. He stated the Legislature was sent the October 18, 2024, memo and backup from Director of Compliance and Intergovernmental Relations Jennifer Caruso requesting the draft resolutions be considered.

Chairman Ellner welcomed Commissioner of Department of General Services (DGS) John Tully, who was present to address this matter on behalf of the Administration.

Commissioner DGS Tully stated the County Executive mentioned during his presentation of the 2025 Budget that there were no lease agreements in place for these three (3) County properties. He stated these draft leases have been sent to the Legislature for consideration.

Chairman Ellner stated in his review of the draft leases, he noticed there is not a cancellation clause in them. He stated he would like that included in each of the leases to serve as protection for the County. He stated as an example the County has 30 or 45 days to terminate the lease. He noted that each of the leases look to be for one (1) year.

Legislator Castellano stated that he agrees with that. He stated this is a lease drafted by the County Attorney but it is not clear that the individuals leasing the property have reviewed the lease and are in agreement with it.

Commissioner of DGS Tully stated he does not know for sure if the individuals have reviewed the lease.

Chairman Ellner stated he is under the impression a lot of this is recycling of the previous leases considering the previous amounts. He stated in concept he is fine with this. He stated but there are some refinements that are needed to these drafts.

Commissioner of DGS Tully questioned if the Legislature wanted a discussion before the December Full Meeting.

Legislator Nacerino questioned if a final copy will be sent to the Legislature.

Commissioner of DGS Tully stated these are what they are asking to be approved. He stated if the Legislature wants an amendment done, he can bring the request back to the Administration.

Chairman Ellner stated that he would like the cancellation clause added to each lease. He questioned if any other Legislators had suggested amendments.

Legislator Jonke stated he would like a quick discussion on the County property, 34 Gleneida Avenue. He stated the Legislature instructed the previous County Executive and the last instruction follows through to this Administration, that 34 Gleneida be sold. He stated tonight there is a proposed lease for said property. He questioned what are the plans.

Commissioner of DGS Tully stated they are continuing to try and sell 34 Gleneida. He stated the tenant is aware that the possibility of a sale exists.

Legislator Jonke questioned if there is a provision in that lease that if it is sold they will have to vacate.

Legislator Addonizio suggested that a Month-to-Month Lease be offered for 34 Gleneida.

Legislator Jonke questioned if 34 Gleneida is on the market currently.

Commissioner of DGS Tully stated he has notified the realtor and is finalizing the agreement with the realtor. He stated it will be the same real estate agent as the last time.

Legislator Jonke questioned if it will be the same asking price.

Commissioner of DGS Tully stated as far as he knows, it is all staying the same. He stated if there are updates to the asking price he will advise the Legislature for direction.

Legislator Jonke stated the last resolution was done in 2019.

Legislator Nacerino stated it will be offered as formerly offered, with no parking available.

Commissioner of DGS Tully stated that is his understanding.

Legislator Sayegh stated she would like to know why it was not on the market this whole time. She stated it was voted for and approved to be on the market.

Commissioner of DGS Tully stated that was a great question. He stated he will try to answer it. He stated they did not have a valid RFP for real estate services. He stated last year the laws changed with respect to how real estate transactions are supposed to happen with respect to a buyer's and seller's Agent.

Legislator Jonke stated it was a Federal Lawsuit that affected how real estate sales are conducted in the United States of America. He stated it went into effect as of August this year, 2024. He stated there was no reason for this property not to be on the market.

Commissioner of DGS Tully stated he cannot comment on that.

Legislator Jonke suggested the Real Estate Agency involved do an updated analysis on the asking price.

Chairman Ellner stated he had a discussion with Deputy County Executive months ago about this property. He stated that Deputy County Executive informed him being that the Title for the property was all settled, in their opinion, it was going back on the market, within 72 hours of said discussion. He stated because of that conversation he assumed this property had been on the market for months.

Legislator Addonizio stated the changes that occurred in laws related to Real Estate only affect how the commission is paid.

Legislator Jonke stated this is all new in the Real Estate Industry. He suggested that the new laws be reviewed because he does not believe they apply to commercial property.

Chairman Ellner stated the bottom line for him is that this property get listed as soon as possible.

Legislator Addonizio questioned when does this listing expire and would need to come back to the Legislature.

Legislator Jonke stated there is no termination stated.

Item #5 - Approval/ Putnam County Veterans Memorial Park Fee Reduction/ County Executive Kevin Byrne

Chairman Ellner stated DPW Commissioner Feighery and Deputy Commissioner Bellucci were present to speak to this agenda item. He stated the proposal from the County Executive is to give a 50 % reduction for all Putnam County employees and first responders who purchase an annual park permit for use of the Veterans Memorial Park.

Commissioner DPW Thomas Feighery stated this was presented at the 2025 Budget presentation by County Executive Byrne. He stated the hope is to get this approved at the December 2024 Full Meeting, so that the new rates could go into effect in 2025.

Legislator Jonke requested that the old schedule be provided so it is clear as to what the changes were.

Legislator Nacerino expressed her appreciation for the County Executive's initiative. She stated she believes it serves the public well.

Chairman Ellner stated his agreement that this is a great idea of the County Executive. He stated he hopes in addition to lowering the cost it will increase the use of this beautiful resource of Putnam County.

Legislator Addonizio questioned if this includes the Dog Park.

Commissioner DPW Feighery stated there is a fee for the Dog Park and it will be included on the list he will provide the Legislature tomorrow.

Chairman Ellner made a motion to approve Putnam County Veterans Memorial Park Fee Reduction; Seconded by Legislator Castellano. All in favor.

Item #6 - Approval/ Fund Transfer 24T372/ DPW- Properly Allocate and Cover Road Machinery Overtime through End of Year/ Commissioner DPW Thomas Feighery

Chairman Ellner made a motion to approve Fund Transfer 24T372/ DPW – Properly Allocate and Cover Road Machinery Overtime Through End of Year; Seconded by Legislator; Seconded by Legislator Castellano. All in favor.

Item #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)

Chairman Ellner stated thanks to the diligent efforts of Commissioner Barosa the County has been awarded \$125,000 from the NYSERDA Clean Energy Communities Program Grant. He stated originally the plans were to use the funds for windows and better insulation in the

buildings at the Donald B. Smith Campus, which he was in support of, unfortunately NYSERDA did not approve that. He stated NYSERDA said the funds must be used towards electric vehicles or for solar panels. He stated the proposal is to use the funds for solar panels on the County's Planning Building.

Chairman Ellner made a motion to approve Budgetary Amendment 24A102/ Planning Dept.– NYSERDA Clean Energy Communities Program Award; Seconded by Legislator; Seconded by Legislator Castellano. All in favor.

Item#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

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated this is a project to erect a Wireless Tower through the Homeland Tower Company. She stated they would build the Tower and the County would get the coverage for free. She stated the SEQRA (State Environmental Quality Review Act) provides for an Environmental Review on the project itself, including the lease and the Monroe Balancing Test, which would exempt the County from local zoning regulations.

Legislator Castellano questioned if a balloon test has been done.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated that is part of what is included in this request.

Legislator Sayegh questioned if there have been any discussions with the residents in the neighborhood that are close by to the proposed site.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated she is being brought in late in this process, she would need to check on that with the I/T Department.

Legislator Sayegh questioned if it will be visible to the neighborhood.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa confirmed it would be, it would be 175 ft tower. She stated it would be a key location for 911 services.

Legislator Montgomery questioned if this Tower will allow co-locators.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated it would.

Chairman Ellner stated it is his understanding no residents have been notified, and questioned if the Town of Carmel been notified.

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated this requested approval will authorize her to start notifying.

Chairman Ellner made a motion to Approve/ 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; Seconded by Legislator Castellano. All in Favor.

Item #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

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated this is a DPW project of which the County received funding from Bridge NY Program. She stated this is a request to start the environmental review process, declare lead agency, and begin the process of circulating all of the documents.

Chairman Ellner made a motion to Approve Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Snake Hill Road Over Philipse Brook Culvert Replacement; Seconded by Legislator Castellano. All in favor.

Item #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

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated this is another Bridge NY funded project the DPW will work on. She stated it is in the Town of Putnam Valley. She stated this is a request to start the environmental review process, declare lead agency, and begin the process of circulating all of the documents.

Chairman Ellner made a motion to Approve Putnam County Legislature Intent to Act As Lead Agency Under SEQRA Re: Peekskill Hollow Road Over Wicopee Brook Culvert; Seconded by Legislator Castellano. All in favor.

Item #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

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated MEP funding has been awarded to the County for six (6) years. She stated the County has to apply with an eligible project, similar to NYSERDA. She stated the project needs to be something with the transit system. She stated the County will be requesting funds to implement a cashless fare app.

Legislator Montgomery requested efforts to address a cashless system for the Trolley as well, it would be greatly appreciated. She stated that is a major complaint she hears about the Trolley.

Chairman Ellner made a motion to approve the 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); Seconded by Legislator Castellano. All in favor.

Item #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

Commissioner Department of Planning, Development & Public Transportation Barbara Barosa stated Putnam County is part of two (2) metro areas; New York and a small area of Danbury. She stated Putnam receives some funding from each. She stated this is funding from the Danbury portion.

Chairman Ellner made a motion to approve 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); Seconded by Legislator Castellano. All in favor.

Item #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

Legislator Addonizio stated requiring the County Highway Department have Electric Vehicles (EV) could have a huge impact on Putnam County.

Commissioner DPW Feighery stated there is nothing set in stone currently. He stated he has heard the New York Governor has pushed the deadline date out a bit. He stated currently the Highway and DPW are against this. He stated there was going to be a requirement to purchase some sort of electric vehicle (EV) for the fleet. He stated the vast majority of the departments do not have the ability to even charge that kind of vehicle. He stated emergency vehicles and first responders, fire departments, would not have this same requirement. He stated the Highway Departments are getting together to see if, as first responders and essential departments in times of storms and like, for them to also be exempt from the requirement. He continued to speak to some more of the concerns. He stated in summary Putnam County is just not ready for this yet.

Chairman Ellner spoke to his concerns with the EV Trucks, such as where to store them, the amount of time it takes for them to get charged etc. He stated his agreement with Commissioner Feighery's opinion that Putnam County is not ready for these large EV at this time. He stated there are costs to be considered, insurance costs to be considered, and there are safety matters to be considered.

Legislator Nacerino stated she is very concerned about the safety as well as the EV, especially when discussion of EV school buses are becoming part of the discussion.

Commissioner DPW Tom Feighery stated his hope is that the Highway Departments will be classified as “essential” and therefore not be held to this requirement.

Legislator Montgomery stated she is listening to all of the reasons why Putnam County cannot do this, she sees this is an opportunity for bi-partisan legislating. She agreed that this roll out of the Clean Truck Tule is not perfect. She stated we need to communicate our concerns to State Officials. She stated she would like Putnam County to start putting the infrastructure in place so that we can move forward with the process of incorporating EV into the County fleets.

Chairman Ellner stated that he owns an EV and there are draw backs to them, which he spoke to. He stated this evening what is being discussed are big vehicles, and he supports Commissioner Feighery concerns.

Chairman Ellner facilitated further discussion on this matter.

Chairman Ellner made a motion to Approve Memorialize Greene County’s Resolution Concerning the Impacts of Efforts to Electrify Highway Department Vehicles By adoption of the Advanced Clean Truck Rule; Seconded by Legislator Castellano. All in favor.

Item #14 - Other Business

Chairman Ellner made a motion to Waive the Rules and Accept the Other Business; Seconded by Legislator Castellano. All in favor.

a. Approval/ District Attorney- Office Renovations/ Capital Project 24CP06

Chairman Ellner stated this request for funding, not to exceed \$20,000, is to make necessary renovations to accommodate a newly hired Attorney coming on board in the District Attorney’s Office. He stated a letter of necessity was sent with this request for its consideration as Other Business on this agenda.

Chairman Ellner made a motion to Approve District Attorney- Office Renovations/ Capital Project 24CP06; Seconded by Legislator Castellano. All in favor.

Item #15 - Adjournment

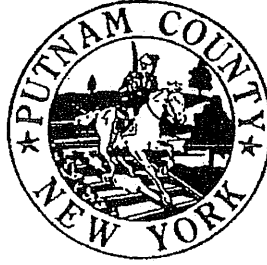
There being no further business at 7:56 P.M. Chairman Ellner made a motion to adjourn; Seconded by Legislator Crowley. All in favor.

Respectfully submitted by Deputy Clerk Diane Trubulsky.

THE PUTNAM COUNTY LEGISLATURE

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**AGENDA – REVISED w/ Other Business
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**
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- 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)**
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- 14. Other Business**
 - a. Approval/ District Attorney- Office Renovations/ Capital Project 24CP06**

15. Adjournment



CO: A11
Phy. 2.12.25
APPROVED
#4
a.b.c.

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

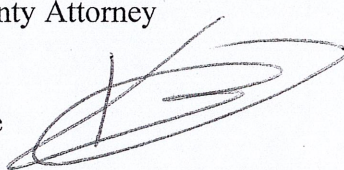
TO: Greg Ellner, Chairman
Physical Services Committee

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

C. Compton Spain,
County Attorney

John B. Cherico,
First Deputy County Attorney

FROM: Kevin M. Byrne
County Executive 

DATE: January 23, 2025

RE: Leases with Not-for-Profit Organizations - Amended

2025 JAN 24 AM 10:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please find enclosed amended versions of the draft leases for the Legislature's review and consideration. The accompanying resolutions are attached for convenience here as well.

The leases were originally submitted by this office following the 2024 Budget presentation and were reviewed by the Legislature at its November 12, 2024 Physical Services Committee meeting.

As discussed with my staff, the language in the leases has been updated to more clearly reflect a month-to-month tenancy.

Should you have any further questions, please do not hesitate to contact this office and/or the Law Department.

4a.

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

THIS LEASE made this ____ day of _____, 2025~~4~~ 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 ~~monthly for thea~~ period commencing of the 1st day of ~~November~~February, 2025~~4~~ and ending on the 31st day of ~~October~~March, 2026~~5~~.

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 IV: 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 VII: 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 VIII: 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 IX: 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 XIV: 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.~~

Formatted: Indent: First line: 0"

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party LESSOR, may terminate this Lease when LESSEE deemed by that Party 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:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Michael Lewis
Commissioner of Finance

Date
C. Compton Spain
County Attorney
County Attorney

THE COUNTY OF PUTNAM:

Date
Kevin M. Byrne
County Executive

LESSEE:

Date
Cornell Cooperative Extension of
Putnam County

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 20254 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 20254, 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

4a.

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

THIS LEASE made this _____ day of _____, 2025 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”).

W I T N E S S:

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 monthly for the period commencing of the 1st day of February, 2025 and ending on the 31st day of March, 2026.

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.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent 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 IV: 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 V: 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 VI: 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 VII: 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 VIII: 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 IX: 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 X: 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 XI: 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 XII: 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 XIII: 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 XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: 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 XVI: 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 XVII: 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

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025 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 2025, 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

Phup

Approval
#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.

4b.

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

DRAFT

THIS LEASE made this ____ day of _____, 2025~~4~~ 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 monthly for ~~thea~~ period commencing of the 1st day of ~~February~~November, 2025~~4~~ and ending on the 31st day of ~~January~~October, 2026~~5~~.

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 IV: 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 VIIIIX: 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 IX: 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 XIII: 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 XIV: 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.~~

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party LESSOR, may terminate this Lease when LESSEE deems by that Party 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

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025⁴ 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 2025⁴, 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

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

THIS LEASE made this _____ day of _____, 2025 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 monthly for the period commencing of the 1st day of February, 2025 and ending on the 31st day of January, 2026.

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.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent 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 IV: 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 V: 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 VI: 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 VII: 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 VIII: 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 IX: 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 X: 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 XI: 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 XII: 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 XII: 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 XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: 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 XVI: 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 XVII: 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.

Date
Kevin M. Byrne

Risk Manager

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

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025 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 2025, 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

Phcp.

Approved
#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

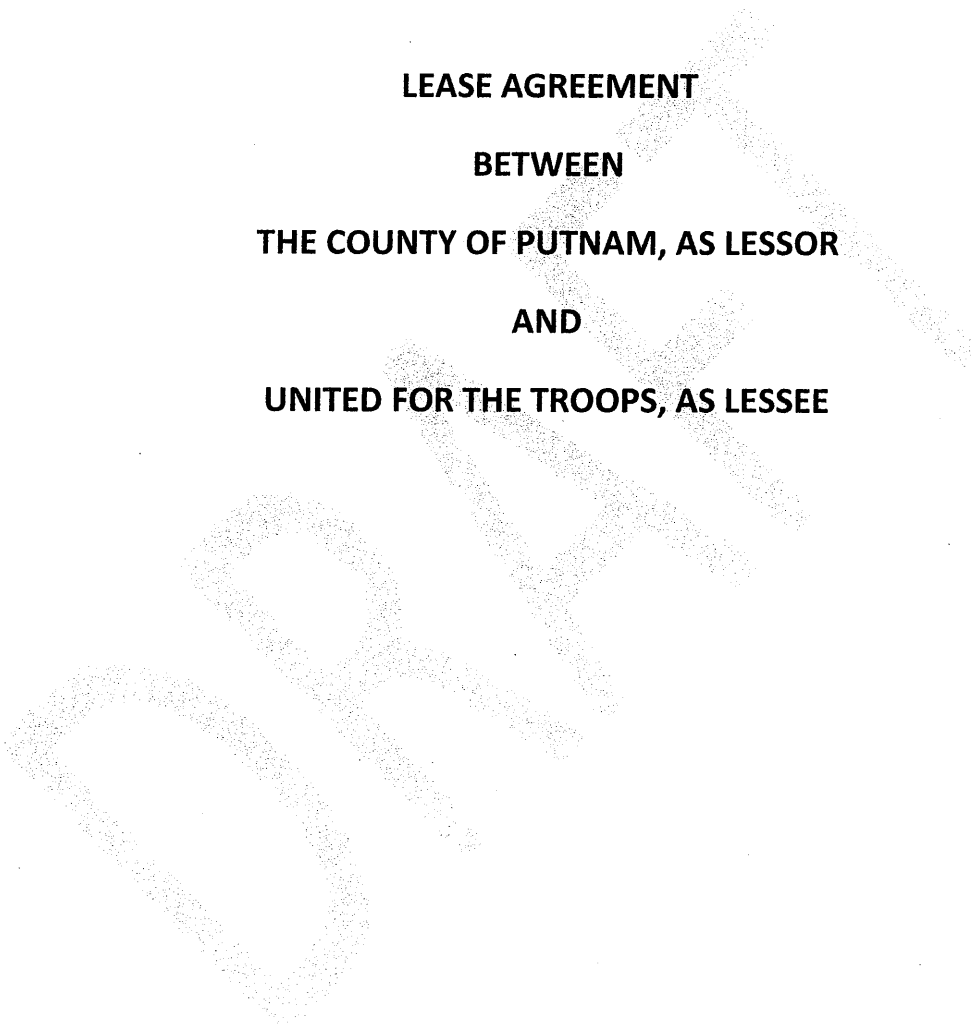
WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

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.

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
UNITED FOR THE TROOPS, AS LESSEE



THIS LEASE, made this ____ day of _____, 20254 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 ~~February~~ November, 20254 and ending on the 31st day of ~~October~~ January, 20265.

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 IV: 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 VIIIIX: 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 IX: 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 XIIV: 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 XIV: 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.~~

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to LESSORthe other Party, may terminate this Lease when LESSEE deems by that Party 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

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025⁴ 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 2025⁴, 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

4c.

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
UNITED FOR THE TROOPS, AS LESSEE

THIS LEASE, made this _____ day of _____, 2025 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”).

W I T N E S S :

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 February, 2025 and ending on the 31st day of January, 2026.

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.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent 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 IV: 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 V: 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 VI: 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 VII: 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 VIII: 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 IX: 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 X: 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 XI: 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 XII: 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 XII: 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 XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: 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 XVI: 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:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Michael Lewis
Commissioner of Finance

Date
C. Compton Spain
County Attorney
County Attorney

THE COUNTY OF PUTNAM:

Date
Kevin M. Byrne
County Executive

LESSEE:

Date
United for the Troops

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025 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 2025, 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

Approval
He.

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.

CO: A11
Phup 2/12/2025

APPROVAL
#5

APPROVAL/ SEQRA/ NEGATIVE DECLARATION/ 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") in the Town of Philipstown. 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 hereunder is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, on December 3, 2024, as part of Resolution #320 of 2024, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) was prepared for the Project; and

WHEREAS, the EAF and associated documentation was circulated to all involved and interested agencies for the requisite 30 days with a Notice of the Putnam County Legislature's Intent to Serve as Lead Agency and no objections were received thereto; and

WHEREAS, the Putnam County Legislature, acting as Lead Agency, conducted a coordinated environmental review in accordance with §617.6, and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, and the criteria set forth in 6 NYCRR Part 617.7(c), it has been determined that the proposed Project will not result in any potential significant adverse environmental impacts; now therefore be it

RESOLVED, that the Putnam County Legislature, as Lead Agency, determines that the proposed Project will not have any potential significant adverse impacts and a Draft Environmental Impact Statement will not be prepared; and be it further

Rec'd 2/3/2025
Comm. Barosa

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Snake Hill Road over Philipse Brook Culvert Replacement project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: **Snake Hill Road Over Philipse Brook Culvert Replacement**

SEQRA Status: ___ Type I
 X Unlisted Action

Conditioned Negative Declaration: ___ Yes
 X No

Coordinated Review: X Yes
 ___ No

Description of Action: 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. The Project will ensure a safe and convenient crossing over Philipse Brook by eliminating structural deficiencies and meeting current design standards.

Location: The proposed project is located in the Town of Philipstown, County of Putnam, New York.

Reasons Supporting This Determination: The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

The proposed project is not expected to result in additional vehicle trips to the project site once constructed. It is not expected to result in any adverse air quality, noise or traffic

impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed project is not expected to result in any significant adverse impacts to natural resources.

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

The proposed action is not expected to occur near any Critical Environmental Areas; therefore, no impacts will occur.

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed action is compliant with the Town of Philipstown's Comprehensive Plan and zoning requirements.

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed project is not expected to result in adverse archeological or historic impacts.

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

The proposed project, once constructed, will not require any energy usage.

- 7.) The proposed project will not create a hazard to human health.

The proposed project will not result in any adverse impacts to human health.

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The proposed project will not result in any adverse impacts to open space or recreational resources.

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

The proposed project will not result in any additional people on site.

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

The proposed project will not result in any additional material demand.

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

The proposed project will not result in any adverse impacts to the environment.

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

The proposed project will not result in any adverse cumulative impacts to the environment.

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.

This notice is being filed with:

New York State Department of Environmental Conservation
Attention: Regional Director
21 South Putt Corners
New Paltz, NY 12561

New York State Department of Transportation
Attn: Regional Director
4 Burnett Boulevard
Poughkeepsie, NY 12603

Town of Philipstown
Attention: Supervisor
238 Main Street
Cold Spring, NY 10516

Putnam County Department of Planning, Development & Transportation
841 Fair Street
Carmel, NY 10512

Putnam County Department of Public Works
842 Fair Street
Carmel, NY 10512



January 30, 2025

BY EMAIL

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

Dear Barbara Barosa,

The Department of Environmental Conservation (DEC) has received your request for Lead Agency for proposed Unlisted action on Snake Hill, Town of Philipstown, Putnam County. DEC has no objection to the Putnam County Legislature assuming Lead Agency. DEC offers the following comments on Department jurisdiction pursuant to the Environmental Conservation Law (ECL) based on review of the Full Environmental Assessment Form (EAF):

PROTECTION OF WATERS

Name	Class	DEC Water Index Number	Status
Trib of Philipse Brook	B(TS)	H-75-3	Protected

Stream Disturbance - A Protection of Waters, Stream Disturbance permit is required to physically disturb the bed or banks (up to 50 feet from stream) of any streams identified above as "protected." Depending on the culvert design, this project may qualify for a General Permit for Stream Activities, GP-0-20-002. More information can be found here: <https://dec.ny.gov/regulatory/permits-licenses/general-permits/stream-activities-gp-0-20-002>

Excavation and Fill - A Protection of Waters Excavation and Fill permit is required for excavating or placing fill in navigable waters of the state, below the mean high-water level regardless of classification.

Please note whether a permit is required or not, the project sponsor is responsible for ensuring that work does not pollute any stream or waterbody. Care must be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions must be taken to prevent contamination of the stream by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

FRESHWATER WETLANDS

Portions of New York State regulated freshwater wetlands and their adjacent areas may be located in the project area. Although some limited activities are exempt from permitting, most activities that involve disturbance within a wetland or its 100-foot adjacent area require an Environmental Conservation Law (ECL) Article 24, Freshwater Wetlands permit from the DEC. Information on regulated activities within freshwater wetlands and adjacent areas is available on DEC's website (see [Regulated Activities](#)), which contains examples of regulated activities and those exempt from wetland permits.

DEC's amended Article 24, Freshwater Wetlands Jurisdiction and Classification regulations (6 NYCRR Part 664) went into effect on January 1, 2025. To determine whether the property contains regulated freshwater wetlands the project sponsor must submit a request for a Parcel Jurisdictional Determination (Parcel JD) . A Parcel JD is a determination made by DEC whether a property contains regulated freshwater wetlands or adjacent areas within the parcel boundary. Please use the attached link to request a Parcel JD for the project site: <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program/freshwater-wetland-jurisdictional-determination> . If you have any problems submitting the Parcel JD request, please email: fwwjurisdiction@dec.ny.gov

If the property contains regulated freshwater wetlands or adjacent areas, further delineation of the wetland boundaries and a Project Jurisdictional Determination (Project JD) may be required. A Project JD is a determination made by DEC whether a proposed activity within a parcel containing regulated freshwater wetlands or adjacent areas requires an article 24 Freshwater Wetlands permit. If necessary, a Project JD may also be requested using the link provided above.

If regulated freshwater wetlands or adjacent areas are present, all efforts must be made to first avoid disturbing the wetland and adjacent area. If disturbance to the wetland and/or adjacent area cannot be avoided, the project sponsor must submit a Freshwater Wetland permit application and obtain a permit to conduct a regulated activity. In accordance with DEC's Freshwater Wetlands Permit Requirements Regulations (6 NYCRR Part 663), the applicant would need to justify the disturbance, discuss alternatives and minimize impacts as part of the Freshwater Wetlands permit application. More information on application procedures and permit issuance standards is available on DEC's website at: <https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/freshwater-wetlands#Determine> .

WATER QUALITY CERTIFICATION

You have indicated that this site contains waterbodies subject Federal regulation. If any work is proposed in wetlands under the jurisdiction of the Army Corp of Engineers (ACOE) and requires a permit pursuant to Section 404 of the Clean Water Act, then a Section 401 Water Quality Certification will be required. Issuance of these is delegated to DEC in New York. If the project qualifies for a Nationwide Permit, it may be eligible for coverage under a DEC Blanket WQC. Coverage under a Blanket requires compliance with all conditions for the corresponding Nationwide Permit.

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

STATE LISTED SPECIES

DEC has reviewed the State's Natural Heritage records. We have determined that the site is located within or near known occurrences of the following state-listed species:

Name:	Status:
Northern Long-eared bat, <i>Myotis septentrionalis</i>	Endangered
Bald Eagle, <i>Haliaeetus leucocephalus</i>	Threatened

Northern Long-eared bat

If any tree removal associated with this project must occur within the appropriate time of the year work window, November 1st through March 31, to avoid direct impacts to Northern Long-eared bats and the need for an article 11 take permit. If tree clearing cannot be completed within the acceptable time of year restriction, further review will be required.

Bald Eagle

Based on the location of the project, this project is not likely to impact Bald Eagles. No further review is necessary but please note that new eagle nests are established each breeding season. The breeding season runs from January 1st to September 30th. We recommend checking back with the Department for new nests each year.

If appropriate, Best Management Practices (BMPs) will be provided and encouraged, and site/species specific recommendations may be given.

The absence of data does not necessarily mean that rare or other state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

STATE HISTORIC PRESERVATION ACT (SHPA)

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP). These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. The project sponsor should submit project materials to the New York State Historic Preservation Office's online Cultural Resource Information System (CRIS) to initiate the review process.

Please be aware that pursuant to Uniform Procedure Act 6 NYCRR Part 621 requirements, a determination on whether any historic, architectural, archeological or cultural resources are present in the project area and if the project may have any impacts

RE: Snake Hill Road over Philipse Brook Culvert Replacement

DEC Tracking ID: GID-002590


Town of Philipstown, Putnam County

Response for Request for Lead Agency

on such resources must be made by OPRHP prior to an application before the Department can be considered a complete application.

If you have any questions on these comments, please contact me by email at bethany.tipping@dec.ny.gov.

Sincerely,



Bethany Tipping

Division of Environmental Permits

Ecc:

Town of Philipstown

OSPA Engineering Services, PC

Paige Lewandowski, NYSDEC. Bureau of Ecosystem Health

Brian Orzel, US. NYS Army Corp of Engineers

RESPONSE TO REQUEST THAT
THE PUTNAM COUNTY LEGISLATURE
SERVE AS LEAD AGENCY FOR

Lease Agreement for Installation of an Emergency Wireless Communications Support Structure
at 50 Fishkill Road, Village of Nelsonville, NY

On behalf of Town of Philipstown (Involved or Interested Agency), I
acknowledge receipt of the Lead Agency notice in this matter.

The above named agency hereby: (Please check one)

CONSENTS to the Putnam County Legislature serving as lead agency in this application, and
requests that the undersigned continue to be notified of SEQR determinations, proceedings and
hearings in this matter.

DOES NOT CONSENT to the Putnam County Legislature serving as lead agency in this application
and wishes that _____ serve as lead agency.

To contest lead agency designation, the undersigned intends to follow the procedures outlined
in 6 NYCRR 617.6(e).


TAKES NO POSITION on lead agency designation.

Date 11/11/2024

Signature:

Printed:

Agency:


John Van Tassel
Town of Philipstown

PLEASE RETURN TO: Barbara Barosa, AICP, Commissioner of Planning, Development & Public
Transportation
841 Fair Street, Carmel, NY 10512
845-878-3480
barbara.barosa@putnamcountyny.gov

PUTNAM COUNTY LEGISLATURE

(Lead Agency)

LIST OF INVOLVED/ INTERESTED AGENCIES:

Town of Philipstown P.O. Box 155 Cold Spring, New York 10516	Village of Nelsonville 258 Main Street Nelsonville, NY 10515
New York State Department of Environmental Conservation. Attn: Commissioner 625 Broadway Albany, NY 12233	
New York State Department of Environmental Conservation. Attn: Regional Director 21 South Putt Corners New Paltz, NY 12561	

RESOLUTION # - 2024

The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Cotter and unanimously carried;

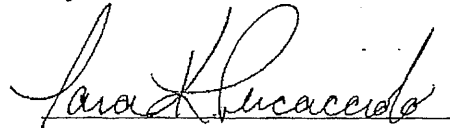
RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Lead Agency Agreement for the County of Putnam regarding the proposed project referred to as Lease Agreement for Installation of an Emergency Wireless Communications Support Structure at 50 Fishkill Road, Village of Nelsonville, NY, consenting to the Putnam County Legislature serving as Lead Agency.

CERTIFICATION

I, **Tara K. Percacciolo**, the duly qualified and acting Town Clerk of the Town of Philipstown, Putnam County, New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of the Regular Meeting of the Town Board of the Town of Philipstown, held on November 7, 2024, and that the Resolution set forth herein is a true and correct copy of the Resolution of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that pursuant to section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 7th day of November, 2024.

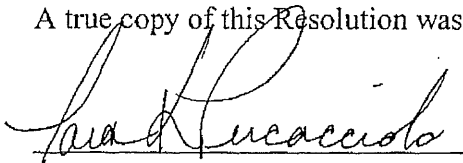


Tara K. Percacciolo

TOWN CLERK

(seal)

A true copy of this Resolution was filed in the Office of the Town Clerk on November 7, 2024.



Tara K. Percacciolo

TOWN CLERK

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is proposing a project referred to as:

Lease Agreement and Monroe Balancing Test for Installation of an

Emergency Wireless Communications Support Structure at

50 Fishkill Road, Village of Nelsonville, NY

(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Full Environmental Assessment Form (EAF), and site plan and supporting documentation are enclosed.

If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street,
Carmel, NY 10512
barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on October 15, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before November 14, 2024. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.



January 30, 2025

BY EMAIL

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

Dear Barbara Barosa,

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PROTECTION OF WATERS

Name	Class	DEC Water Index Number	Status
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Please note whether a permit is required or not, the project sponsor is responsible for ensuring that work does not pollute any stream or waterbody. Care must be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions must be taken to prevent contamination of the stream by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

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DEC Tracking ID: GID-002590
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If the property contains regulated freshwater wetlands or adjacent areas, further delineation of the wetland boundaries and a Project Jurisdictional Determination (Project JD) may be required. A Project JD is a determination made by DEC whether a proposed activity within a parcel containing regulated freshwater wetlands or adjacent areas requires an article 24 Freshwater Wetlands permit. If necessary, a Project JD may also be requested using the link provided above.

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WATER QUALITY CERTIFICATION

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RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

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Bald Eagle, <i>Haliaeetus leucocephalus</i>	Threatened

Northern Long-eared bat

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Bald Eagle

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If appropriate, Best Management Practices (BMPs) will be provided and encouraged, and site/species specific recommendations may be given.

The absence of data does not necessarily mean that rare or other state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

STATE HISTORIC PRESERVATION ACT (SHPA)

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP). These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. The project sponsor should submit project materials to the New York State Historic Preservation Office's online Cultural Resource Information System (CRIS) to initiate the review process.

Please be aware that pursuant to Uniform Procedure Act 6 NYCRR Part 621 requirements, a determination on whether any historic, architectural, archeological or cultural resources are present in the project area and if the project may have any impacts

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

on such resources must be made by OPRHP prior to an application before the Department can be considered a complete application.

If you have any questions on these comments, please contact me by email at bethany.tipping@dec.ny.gov.

Sincerely,

Bethany Tipping

Bethany Tipping
Division of Environmental Permits

Ecc:

Town of Philipstown
OSPA Engineering Services, PC
Paige Lewandowski, NYSDEC. Bureau of Ecosystem Health
Brian Orzel, US. NYS Army Corp of Engineers



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

January 07, 2025

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning,
Development & Public Transportation
841 Fair Street
Carmel, NY 10512

Re: SEQR # 24-269
Peekskill Hollow Road
over Wiccopee Brook
Culvert Replacement,
Town of Putnam Valley
Putnam County, NY

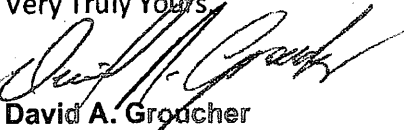
Dear Ms. Barosa:

The New York State Department of Transportation (NYSDOT) is in receipt of the Peekskill Hollow Road Culvert Replacement notice of Intent to serve as Lead Agency from the Putnam County Legislature. The NYSDOT consents to the Putnam County Legislature assuming the role of Lead Agency for review of the referenced proposal.

Please submit subsequent plans and documents for this project as well as those for any future development proposals in DIGITAL (.pdf) FORMAT –CD, DVD or Thumb drive. Documents can also be sent by email to dot.sm.HWPermits@dot.ny.gov

Please reference the above SEQR# 24-269, PIN 8762.76 on all correspondence

Very Truly Yours,



David A. Groucher

Region 8 Highway Work Permits

New York State Department of Transportation, Hudson Valley
Traffic & Safety Group, R8
4 Burnett Blvd, Poughkeepsie NY 12603
(845) 431-5897 | david.groucher@dot.ny.gov | www.dot.ny.gov

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is considering the approval of a culvert replacement project located over the Wicoppee Brook in the Town of Putnam Valley referred to as:

Peekskill Hollow Road over Wicoppee Brook Culvert Replacement, PIN 8762.76

(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Short Environmental Assessment Form (EAF), and site plan and supporting documentation are enclosed.

If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street
Carmel, NY 10512
Barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on December 20, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before January 21, 2025. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.

RESPONSE TO REQUEST THAT
THE PUTNAM COUNTY LEGISLATURE
SERVE AS LEAD AGENCY FOR

Lease Agreement for Installation of an Emergency Wireless Communications Support Structure
at 50 Fishkill Road, Village of Nelsonville, NY

On behalf of Town of Philipstown (Involved or Interested Agency), I
acknowledge receipt of the Lead Agency notice in this matter.

The above named agency hereby: (Please check one)

CONSENTS to the Putnam County Legislature serving as lead agency in this application, and
requests that the undersigned continue to be notified of SEQR determinations, proceedings and
hearings in this matter.

DOES NOT CONSENT to the Putnam County Legislature serving as lead agency in this application
and wishes that _____ serve as lead agency.

To contest lead agency designation, the undersigned intends to follow the procedures outlined
in 6 NYCRR 617.6(e).

TAKES NO POSITION on lead agency designation.

Date 11/11/2024

Signature:



Printed:

John Van Tassel

Agency:

Town of Philipstown

PLEASE RETURN TO: Barbara Barosa, AICP, Commissioner of Planning, Development & Public
Transportation
841 Fair Street, Carmel, NY 10512
845-878-3480
barbara.barosa@putnamcountyny.gov

PUTNAM COUNTY LEGISLATURE
(Lead Agency)

LIST OF INVOLVED/ INTERESTED AGENCIES:

Town of Philipstown P.O. Box 155 Cold Spring, New York 10516	Village of Nelsonville 258 Main Street Nelsonville, NY 10515
New York State Department of Environmental Conservation. Attn: Commissioner 625 Broadway Albany, NY 12233	
New York State Department of Environmental Conservation. Attn: Regional Director 21 South Putt Corners New Paltz, NY 12561	

RESOLUTION # - 2024

The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Cotter and unanimously carried;

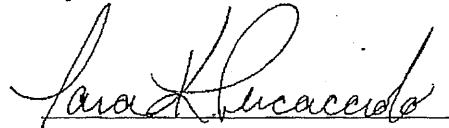
RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Lead Agency Agreement for the County of Putnam regarding the proposed project referred to as Lease Agreement for Installation of an Emergency Wireless Communications Support Structure at 50 Fishkill Road, Village of Nelsonville, NY, consenting to the Putnam County Legislature serving as Lead Agency.

CERTIFICATION

I, **Tara K. Percacciolo**, the duly qualified and acting Town Clerk of the Town of Philipstown, Putnam County, New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of the Regular Meeting of the Town Board of the Town of Philipstown, held on November 7, 2024, and that the Resolution set forth herein is a true and correct copy of the Resolution of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that pursuant to section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 7th day of November, 2024.

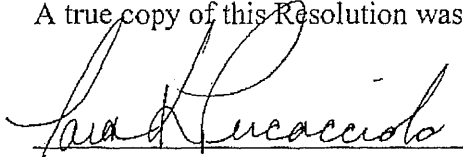


Tara K. Percacciolo

TOWN CLERK

(seal)

A true copy of this Resolution was filed in the Office of the Town Clerk on November 7, 2024.



Tara K. Percacciolo

TOWN CLERK

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is proposing a project referred to as:

Lease Agreement and Monroe Balancing Test for Installation of an
Emergency Wireless Communications Support Structure at
50 Fishkill Road, Village of Nelsonville, NY
(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

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If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street,
Carmel, NY 10512
barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on October 15, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before November 14, 2024. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.

uAll
Phys 2/12/25

approval

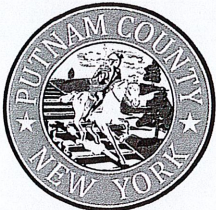
Edward Gordon

Subject: FW: Negative Declaration and Supporting Resolution -Snake Hill Road over Philipse Brook Culvert
Attachments: NegDec -Snake Hill Road over Philipse Brook Culvert.docx; Reso.NegDec.Snake Hill Road over Philipse Brook CulvertReplacement.docx; GID-002590 SEQR LA RSP.pdf; Lead Agency Docs Snake Hill Philipstown response.pdf

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Sent: Monday, February 3, 2025 11:15 AM
To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>; Diane Trabulsy <Diane.Trabulsy@putnamcountyny.gov>
Cc: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>
Subject: Negative Declaration and Supporting Resolution -Snake Hill Road over Philipse Brook Culvert

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. These documents were circulated internally to DPW and Law last week and there were no comments.

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."

CL: All
Phup - 2/12/25
Approval

#6

APPROVAL/ SEQRA/ NEGATIVE DECLARATION/ 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") in the Town of Putnam Valley. 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 hereunder is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, on December 3, 2024, as part of Resolution #321 of 2024, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) was prepared for the Project; and

WHEREAS, the EAF and associated documentation was circulated to all involved and interested agencies for the requisite 30 days with a Notice of the Putnam County Legislature's Intent to Serve as Lead Agency and no objections were received thereto; and

WHEREAS, the Putnam County Legislature, acting as Lead Agency, conducted a coordinated environmental review in accordance with §617.6, and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, and the criteria set forth in 6 NYCRR Part 617.7(c), it has been determined that the proposed Project will not result in any potential significant adverse environmental impacts; now therefore be it

RESOLVED, that the Putnam County Legislature, as Lead Agency, determines that the proposed Project will not have any potential significant adverse impacts and a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Peekskill Hollow Road over Wiccopee Brook Culvert Replacement project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: **Peekskill Hollow Road Over Wiccopee Brook Culvert Replacement**

SEQRA Status: ___ Type I
 X Unlisted Action

Conditioned Negative Declaration: ___ Yes
 X No

Coordinated Review: X Yes
 ___ No

Description of Action: 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. 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.

Location: The proposed project is located in the Town of Putnam Valley, County of Putnam, New York.

Reasons Supporting This Determination: The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

The proposed project is not expected to result in additional vehicle trips to the project site once constructed. It is not expected to result in any adverse air quality, noise or traffic

impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed project is not expected to result in any significant adverse impacts to natural resources.

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

The proposed action is not expected to occur near any Critical Environmental Areas; therefore, no impacts will occur.

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed action is compliant with the Town of Putnam Valley's Comprehensive Plan and zoning requirements.

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed project is not expected to result in adverse archeological or historic impacts.

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

The proposed project, once constructed, will not require any energy usage.

- 7.) The proposed project will not create a hazard to human health.

The proposed project will not result in any adverse impacts to human health.

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The proposed project will not result in any adverse impacts to open space or recreational resources.

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

The proposed project will not result in any additional people on site.

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

The proposed project will not result in any additional material demand.

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

The proposed project will not result in any adverse impacts to the environment.

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

The proposed project will not result in any adverse cumulative impacts to the environment.

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.

This notice is being filed with:

New York State Department of Environmental Conservation
Attention: Regional Director
21 South Putt Corners
New Paltz, NY 12561

New York State Department of Transportation
Attn: Regional Director
4 Burnett Boulevard
Poughkeepsie, NY 12603

Town of Putnam Valley
Attention: Supervisor
265 Oscawana Lake Road
Putnam Valley, NY 10579

Putnam County Department of Planning, Development & Transportation
841 Fair Street
Carmel, NY 10512

Putnam County Department of Public Works
842 Fair Street
Carmel, NY 10512



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

January 07, 2025

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning,
Development & Public Transportation
841 Fair Street
Carmel, NY 10512

Re: SEQR # 24-269
Peekskill Hollow Road
over Wiccopee Brook
Culvert Replacement,
Town of Putnam Valley
Putnam County, NY

Dear Ms. Barosa:

The New York State Department of Transportation (NYSDOT) is in receipt of the Peekskill Hollow Road Culvert Replacement notice of Intent to serve as Lead Agency from the Putnam County Legislature. The NYSDOT consents to the Putnam County Legislature assuming the role of Lead Agency for review of the referenced proposal.

Please submit subsequent plans and documents for this project as well as those for any future development proposals in DIGITAL (.pdf) FORMAT –CD, DVD or Thumb drive. Documents can also be sent by email to dot.sm.HWPpermits@dot.ny.gov

Please reference the above SEQR# 24-269, PIN 8762.76 on all correspondence

Very Truly Yours,



David A. Groucher

Region 8 Highway Work Permits

New York State Department of Transportation, Hudson Valley
Traffic & Safety Group, R8
4 Burnett Blvd, Poughkeepsie NY 12603
(845) 431-5897 | david.groucher@dot.ny.gov | www.dot.ny.gov

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is considering the approval of a culvert replacement project located over the Wiccopee Brook in the Town of Putnam Valley referred to as:

Peekskill Hollow Road over Wiccopee Brook Culvert Replacement, PIN 8762.76

(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Short Environmental Assessment Form (EAF), and site plan and supporting documentation are enclosed.

If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street
Carmel, NY 10512
Barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on December 20, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before January 21, 2025. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.

cc: All
Phys

Edward Gordon

Subject: FW: Negative Declaration and Supporting Resolution -Peekskill Hollow Road over Wicopee Brook Culvert project
Attachments: NegDec - Peekskill Hollow Road over Wicopee Brook Culvert.docx;
Reso.NegDec.Peekskill Hollow Road over Wicopee Brook Culvert.docx;
NYS DOT_LAD_CONSENT.pdf

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>

Sent: Monday, February 3, 2025 11:23 AM

To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>; Diane Trabulsy <Diane.Trabulsy@putnamcountyny.gov>

Cc: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci

<Joseph.Bellucci@putnamcountyny.gov>

Subject: RE: Negative Declaration and Supporting Resolution -Peekskill Hollow Road over Wicopee Brook Culvert project

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. Additionally, please find NYSDOT's response to the Legislature's Intent to Serve Lead Agency resolution attached.

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. 2/12/25

Approval
#7

APPROVAL/OPERATING ASSISTANCE PURSUANT TO TITLE 49 UNITED STATES CODE, SECTION 5311/ CONSOLIDATED GRANT APPLICATION FOR FEDERAL FISCAL YEARS (FFYs) 2024 AND 2025

WHEREAS, the County of Putnam is submitting an application to the New York State Department of Transportation in connection with its request for consolidated grant funding pursuant to Federal Section 5311, title 49 United States code, to provide public mass transportation services by a third party subcontractor in designated rural area(s) of Putnam County for the 2024 and 2025 federal fiscal years (the Project); and

WHEREAS, the County of Putnam and the State of New York have herein before entered into a continuing agreement which authorizes the undertaking of the Project and payment of the Federal share therefor; and

WHEREAS, the County of Putnam is contracting with a third party subcontractor for the implementation and execution of the Project; now therefore be it

RESOLVED, that the Commissioner of Planning, Development & Public Transportation is authorized to act on behalf of the County of Putnam and submit the application for the Project and progress to completion of said Project; and be it further

RESOLVED, that the County Executive, with the assistance of the County Attorney, is authorized to enter into and sign any contracts or agreements between Putnam County and any third party subcontractor necessary to complete the public transportation Project as aforesaid.

2025 FEB -4 AM 11:16
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

FR: Comm. BAROSA

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 10:56 AM
To: Diane Schonfeld; Diane Trabulsy
Subject: Resolution for FFY 2024/2025 Section 5311 funding application
Attachments: Reso Contract FFY24.25 5311 grant funding.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."

cc: All
Phup 2/12/25
APPROVAL

SUPPORT/APPROVE CONTINUING THE PUTNAM COUNTY PARKING AND TRANSFER PROGRAM AND THE INTERCITY BUS/MASS TRANSPORTATION JOINT SERVICE AGREEMENT TO OPERATE THE CROTON FALLS COMMUTER SHUTTLE AND PARK & RIDE FACILITIES #8

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into a Federal Aid Municipal Service Contract for the Putnam County Parking and Transfer Program encompassed by New York State Contract No. C017679 dated October 2, 2002, together with Supplemental Agreement Nos. 1, 2, 3 and 4 dated October 1, 2004, January 1, 2007, November 13, 2009, June 22, 2018 respectively, which have all now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into an Intercity Bus/Mass Transportation Joint Service Agreement in connection with the Putnam County Parking and Transfer Program, formerly Project ID Number 8822.84.12A, and Putnam County Croton Falls Commuter Shuttle, formerly Project ID Number 8822.44.12H, collectively Comptroller's Contract No. D035345 and Supplemental Agreement Nos. 1 through 5 dated August 10, 2016, November 24, 2017, June 22, 2018, and February 4, 2020 respectively, which have all now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into Supplemental Agreement No.1 to the Intercity Bus/Mass Transportation Joint Service Agreement No. C040127, formerly Project ID Number 8823.88, dated July 6, 2021, Contract No. C040392, formerly Project ID Number 8824.13, dated January 1, 2022, and subsequently Supplemental Agreement No. 1 dated January 1, 2023, which has now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation continue their combined efforts to improve and enhance transportation services in Putnam County, such services provided by and through the Putnam Area Rapid Transit (PART) system, and includes, without limitation, expanding and/or making connections to the regional transit services network, as set forth in the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, collectively Project ID Number 8824.14, attached hereto as Schedule "A" and Schedule "B"; and

WHEREAS, the County of Putnam transportation system's continued operation of the Croton Falls Commuter Shuttle between Mahopac and Croton Falls will continue to improve, enhance, and expand transportation services in Putnam County in support of the aforesaid collaborative efforts between the County of Putnam and the New York State Department of Transportation; and

WHEREAS, the Putnam County Legislature, together with the County Executive, recommends and approves the continuation of the Putnam County Parking and Transfer Program and Putnam County transportation system to operate the Croton Falls Commuter Shuttle, as aforesaid; now, therefore, be it

RESOLVED, that the County of Putnam be and is hereby authorized to enter into the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, attached hereto as Schedule "A," with the New York State Department of Transportation for the maintenance of the Park and Ride Lots in Putnam County and payment for passenger transfers between PART and other commuter transportation systems, as well as for the operation of the Croton Falls Commuter Shuttle, collectively Project ID Number 8824.14; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between the County of Putnam and the New York State Department of Transportation for the Putnam County Parking and Transfer Program shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed \$287,000 in

Fr. Comm BAROSA

monthly or quarterly reimbursements for the period of January 1, 2025 through December 31, 2025 with a total contract amount of \$375,000; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for the operation of of the Park & Ride facilities for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State, are not to exceed \$52,000 and be it further

RESOLVED, that payments to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for Marketing and Promotion for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State up to \$33,000 and Connecting Services will be reimbursed up to \$3,000, and be it further

RESOLVED, that the Putnam County Legislature authorizes the County Executive, or his/her duly appointed designee, to take such actions and execute such documents as may be necessary and appropriate to effectuate the intents and purposes set forth above.

Contractor: Putnam County, NY
Project Name: Putnam Moves Shuttle
Project ID Number (PIN):8824.14
OSC Contract Number: C041573

Intercity Bus/Mass Transportation Joint Service Agreement

Comptroller's Contract No. C041573

This Agreement is made this **1st Day of January, 2025** by and between:

The New York State Department of Transportation, ("NYSDOT"),
Having its principal office at 50 Wolf Road, Albany, New York 12232;

and,

Putnam County, NY (the "Contractor"),
Having its principal place of business at **40 Gleneida Avenue, 3rd Floor, Carmel, NY 10512**
Acting by and through the **County Executive, Kevin M. Byrne**

W I T N E S S E T H:

WHEREAS, The United States has provided for the apportionment of Federal aid funds to the State for the purpose of providing federal financial assistance for surface transportation projects to be administered by the States pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration (FHWA); and

WHEREAS, the Governor of the State has designated the NYSDOT to receive and administer federal funds under this Surface Transportation Flexible Program Funding; and

WHEREAS, NYSDOT is authorized by Transportation Law §14 to assist in the operation of transportation facilities and services in the State, including mass transit facilities and services; and

WHEREAS, Transportation Law §14-g (added by Chapter 626 of the Laws of 1982) authorizes NYSDOT, subject to the concurrence of the Director of the Budget, to enter into joint service agreements on behalf of the State with any intercity bus company, the federal government, any other State agency or instrumentality, public authority or municipality for the purpose of providing, maintaining and improving intercity bus passenger service or local or commuter services provided by an intercity bus company; and

WHEREAS, Transportation Law §18-b provides for a Statewide Mass Transportation Operating Assistance ("STOA") program for the purpose of making payments toward the operating expenses of public transportation systems inclusive of any person, firm, or corporation performing "intercity bus passenger service" (as defined in section 14-g) serving two or more counties in New York State, which is under contract with NYSDOT pursuant to section 14-g; and

WHEREAS, State Finance Law §88-a provides for a supplemental state operating assistance program for systems receiving aid under the Section 18-b STOA program; and,

WHEREAS, Chapter 329, 330 and 331 of the Laws of 1991 relating to the establishment of the New York State Dedicated Highway and Bridge Trust Fund permits the use of the Fund for transportation related activities.

Documents Forming the Agreement. This Agreement shall consist of this document, and the following attached appendices, and any laws, rules, regulations and procedures referred to herein.

Schedule A	Project Funding
Schedule B	Work Program
Appendix A	Standard Clauses for New York State Contracts
Appendix A-1	Supplemental Title VI Provisions (Civil Rights Act)
Appendix B	Federal Clauses

Now, therefore, the parties agree as follows:

1. *Contractor Provision of Mass Transportation/Intercity Bus Services.*

1.1 The Contractor now provides mass transportation services, also constituting intercity bus passenger services, and agrees to continue to do so during the duration of this agreement. Specifically, the Contractor agrees to provide the mass transportation services agreed upon by NYSDOT and the Contractor and described in Schedule B attached hereto. Such service shall be provided in accordance with publicly posted schedules and the Contractor is responsible for marketing and promoting the bus service.

1.2 The Contractor shall provide and maintain the service levels described in Schedule B throughout the term of this Agreement. Stops along the route shall be made in accordance with published schedules available to the public and serve as the definitive route and stop description. The Contractor shall maintain the capacity to provide such service by having available back-up equipment of similar type in the event of vehicle breakdown or other unforeseen disruption of service.

1.3 Although the Contractor may adjust its schedule times on route segments without prior written authorization, in order to most efficiently and economically meet travel demand, it may not add to the maximum number of runs operated per day to be used in the calculation of payments until the Contractor submits to NYSDOT an amendment to Schedule B and obtains written NYSDOT approval of such service level changes. The Contractor may not reduce the number of runs operated per day below minimum level specified in Schedule B unless the Contractor submits to NYSDOT an amended Schedule B and obtains written NYSDOT approval prior to making such service level changes.

1.4 When a request to amend Schedule B is received by NYSDOT, it shall have a period of 45 days in which to respond to the Contractor. If no response is sent at the end of that period, the revision requested by the Contractor will be considered to have been approved by NYSDOT, provided the request does not necessitate an increase in the maximum payable amount and/or the maximum amount of mass transportation operating assistance payable hereunder.

1.5 If such request from a Contractor is to eliminate its last service to any community, to reduce its frequency of service to fewer than one round trip daily, or to add new service (defined as an extension of one or more route terminus on an existing route, or an entirely new route), such request shall be accompanied by substantiating financial and ridership data to show why this route, or portion thereof, should no longer be operated, should be operated at such reduced frequency, or should be eligible to receive operating assistance. Such data shall show revenues, expenses, and subsidies received, allocated to the service in question, for each of the preceding two years, (for requests to eliminate or reduce frequencies of existing services); and, if applicable, a pro forma for the subsequent two years. Ridership data, for existing routes, should be based on a recent two-

year period, and must show origin and destination of all passengers carried between route termini, as specified on the Contractor's Schedule B. For new services, the Contractor should provide a reasonable estimate of ridership, along with the methodology used to determine projected ridership. The 45-day response period shall not begin until such data is complete.

1.6 The Contractor shall post a service change or service discontinuation notice, approved by NYSDOT, in any vehicle used to provide service for this agreement 45 days in advance of the effective date of any service change or discontinuation.

1.7 NYSDOT may require that a public hearing be held in conjunction with any of the above requests for amendment or Schedule B. In the event of a public hearing or hearings, NYSDOT shall respond to the amendment request within a period of 90 days from the conclusion of the last public hearing.

1.8 The Contractor may at any time run additional service (subject to its operating authority) without any costs and/or revenue relating thereto being taken into account in connection with any NYSDOT funding hereunder.

2. *General Operating Requirements Applicable to the Contractor.*

The Contractor shall perform or act in accordance with the following:

2.1 At all times, the Contractor agrees to comply with all applicable local, State, and Federal laws and regulations, including those pertaining to interstate and intrastate bus line operation and bus transportation. These include, but are not limited to: the Statewide Rules and Regulations of NYSDOT pursuant to the Transportation Law, Motor Vehicle Law or Title 17 of the NYCRR as related to State Mass Transportation Operating Assistance, the Public Transportation Safety Board, Traffic & Safety, and Operating Authority; Title 15 of the NYCRR as related to licensing; Article 19A of the Vehicle and Traffic Law, and vehicle registration requirements. NYSDOT or the State shall not be responsible, nor shall this contract be construed to authorize or waive, any violation by the Contractor of such laws or regulations.

2.2 Vehicles used by the Contractor in this service shall be generally known in the bus industry to adequately serve the contracted operations and be appropriately sized to serve the ridership demand, which will be fully climate controlled and offer a accepted comfortable ride unless otherwise authorized by NYSDOT. The Contractor shall inform NYSDOT's Designated Representative (See Section 10) monthly, or more frequently if directed by NYSDOT, by mail, of the occurrence of trips not made or trips made with vehicles not conforming to this specification.

2.3 The Contractor shall maintain the vehicles in accordance with the manufacture's specifications and shall keep the exterior and interior of vehicles reasonably clean. All vehicles shall have fully functioning air conditioning and heating systems. The public portion of passenger terminal facilities provided by the Contractor for the subject services shall also be kept reasonably clean by the Contractor. The Contractor's employees and representatives shall present a neat appearance and conduct themselves in a courteous, professional and efficient manner.

2.4 The Contractor shall provide accessible service when requested. The Americans with Disabilities Act (ADA) requires a wheelchair lift equipped bus to be made available along the designated intercity bus route upon 48 hours notice provided by the passenger. A vehicle on-demand approach is acceptable. Route deviation beyond the designated intercity bus route is not required for intercity bus service. However, the Contractor, at is discretion, may provide route deviation on an equitable basis to all passengers and communities along the route.

3. *Penalties and Liquidated Damages.*

Penalties and liquidated damages may be assessed by NYSDOT for unauthorized substitutions, poor vehicle condition, breakdowns, missed stops, failure to adhere to schedule and inspection Out-of-Service (OOS) rates exceeding NYSDOT standards. NYSDOT's Designated Representative shall make the determination to assess liquidated damages based upon company records, field investigations and/or passenger complaints. Any penalties or liquidated damages assessed shall be withheld from quarterly STOA payments. Documented circumstances beyond the Contractor's control, such as weather, construction, or traffic congestion/accidents, shall not be subject to liquidated damages.

3.1 *Trips Missed or Not Completed:* In addition to any other penalty prescribed by statute or by the rules and regulations of NYSDOT, where more than 1.2% of a Contractor's minimum contracted one-way trips per quarter are not operated, no operating assistance will be credited or provided for the trips not operated, and the following penalties may be imposed in addition:

3.1.1 Over 1.2% and up to 2.5% of trips missed, an amount equal to all the revenue vehicle miles not run multiplied by the current mileage formula rate, will be noted and subtracted from the amount of next payment to the operator.

3.1.2 Over 2.5%, an amount equal to two times all the revenue vehicle miles not run multiplied by the actual mileage factor, will be subtracted from the next operating assistance payment to the operator.

3.2 *Use of Non-Conforming Vehicles:* In addition to any other penalty prescribed by statute, or by the rules and regulations of NYSDOT, where more than 2.5% of a Contractor's contracted trips per quarter submitted for STOA are performed by non-conforming vehicles, the following reductions in operating assistance may be made:

3.2.1 Over 2.5% and up to 5% of trips performed with non-conforming vehicles, all the trips so operated will receive assistance at 65% of the current mileage formula rate and 80% of the current passenger formula rate.

3.2.2 Over 5% of trips performed with non-conforming vehicles, all the trips so operated will receive assistance at 45% of the current revenue vehicle mile formula rate and 80% of the current passenger formula rate.

3.3 *Missed Stops or Failure to Adhere to Schedule Times:* The Contractor shall make a good faith effort to serve all scheduled stops and serve those stops on-time. Service shall be considered on-time if the bus arrives no later than 15 minutes after the scheduled arrival time of the published schedule and not later than five minutes prior to the scheduled departure of connecting service. No bus shall depart a scheduled stop before the scheduled departure time or miss a scheduled stop. The Contractor may be subject to liquidated damages of \$100 per incident when over 5% of the quarterly scheduled stops are missed and/or arrived at 15 minutes beyond the published arrival time or less than 5 minutes prior to the scheduled departure of a connecting service.

3.4 *Vehicle Breakdown:* In the event of a vehicle breakdown and the wait for a substitute bus exceeds 90 minutes from the time of breakdown, NYSDOT may assess liquidated damages of \$500 per occurrence.

3.5 *Vehicles & Condition:* In the event the Contractor's vehicles are found not to be in compliance with the Section 2 of this agreement, NYSDOT may assess liquidated damages of up to \$200 per day for the first 5 days and up to \$500 per day thereafter.

3.6 The Department's policy for Inspection Out-of-Service (OOS) rates is equal to or less than 10%. The Contractor agrees to perform necessary maintenance to adhere to this standard. Penalties for non-compliance with the OOS standard are described in the Table 1 below. The Operator Identification Number(s) (ID's) will be used to determine the OOS rate for each carrier. NYSDOT's Office of Safety & Security Services shall be responsible for maintaining OOS data and certifying OOS rates.

TABLE 1: Review Period is January - December		
	Amount of Funds withheld will be the greater of:	
For OOS Rates between:	Minimum	Maximum Percent of Authorized Project Amount
> 10% and <= 15%	\$2,500	2%
> 15%	\$5,000	5%

3.7 NYSDOT may waive the penalties and/or liquidated damages, at its sole discretion, if the operator has: (i) Notified the NYSDOT Designated Representative through monthly service reports (or as otherwise directed by NYSDOT) as required hereunder; and, (ii) Provided acceptable reasons for the missed or not completed trips, use of non-conforming vehicles, missed stops, failure to adhere to the schedule times, excessive passenger wait times due to vehicle breakdown, and/or poor vehicle condition.

3.8 Nothing contained in this section shall be deemed to act as a forgiveness or permission to the Contractor to violate any statute, regulation, or order of NYSDOT in any respect. The penalties hereunder do not replace or substitute for any order, sanction, disallowance, penalty or liability that the Contractor may incur as a result of any such violation.

3.9 If the Contractor finds it necessary to change fare levels applicable to services described in Schedule B, the Contractor agrees to provide NYSDOT with at least forty-five (45) days advance written notice prior to the effective date of implementing any fare increase, except for services where another bus company under jurisdiction of federal authority raises fares on directly competing services. In such cases, only one day advanced notice is required for fare increases up to the level charged on the competing services. The Contractor will provide written notice to NYSDOT prior to implementing any fare decreases.

4. *Records.*

The Contractor shall maintain all accounting records in compliance with the applicable rules and regulations of NYSDOT of the State of New York in accordance with Article 7, Title 17 NYCRR and shall file all periodic statements and reports as may be requested by NYSDOT of the State of New York. NYSDOT and the State Comptroller, or their representatives, shall have the power to audit and examine the accounts, books, documents and papers of the Contractor, and any of its affiliated interests pursuant to Section 190 of the Transportation Law.

5. *Recovery of Overpayments.*

Any overpayment shall be repaid by the Contractor to NYSDOT, together with interest on the amount of the overpayment based on the tax underpayment rate established by the Department of Taxation and Finance.

6. *Termination Prior to End of Contract Term.*

This agreement may be terminated by NYSDOT, or by the Contractor, upon 90 days written notice to the other party. In such event the term of this agreement shall end following the 90th day after

the date of mailing of such notice. Should the contract termination result in an orderly shut down of the service provided by the Contractor, the Contractor shall post a service discontinuation notice, approved by NYSDOT, in all vehicles used to provide the service 45 days before the service ends.

7. *Exculpation/Indemnification.*

7.1 *Exculpation.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Contractor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

7.2 *Indemnification.* The Contractor itself shall, and shall require its vendors or subcontractors who perform work contemplated by this agreement to, protect, indemnify and save harmless the Contractor and the State of New York, its officers and employees from and against any and all liabilities, liens, losses, claims, damages, judgments, penalties, causes of action, interest, costs and expenses (including, without limitation, court costs, attorney's fees and expenses) or imposed upon or incurred by or asserted against the Contractor, the State of New York or any officer or employee thereof resulting from, arising out of or relating to and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of, this Agreement or the Contractor's or such vendor's or subcontractor's performance of this Agreement or the services required by this Agreement.

8. *Insurance.* Contractor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Contractor is a municipality that self-insures, an endorsement for such self insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Contractor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this section, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT. The kinds and amounts of insurance required are as follows:

8.1 Policy covering the obligations of Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Contractor procures such policy and maintains it until final acceptance of all work described herein;

8.2 Comprehensive General Liability Insurance insuring Contractor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Contractor, including in such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction of property during the policy period.

8.3 Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in §8.2 above, a policy covering the use in connection with the work covered by this Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

8.4 Limits for Transportation Services. If the services under this Agreement include public transportation or common Contractor services, the minimum insurance levels otherwise required by subsections 8.2 and 8.3 are hereby increased to \$5 million per occurrence/ \$10 million aggregate.

9. Notices.

9.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Notice Addressees		
Contractor:	Putnam County, New York	State of New York Department of Transportation
Name:	Kevin M. Byrne	Sandra D. Jobson, RA, RLA, AICP
Title:	County Executive	Regional Planning and Program Manager
Address:	40 Gleneida Avenue, 3 rd Floor Carmel, NY 10512	Eleanor Roosevelt State Office Building 4 Burnett Boulevard Poughkeepsie, NY 12603
Telephone:	(845) 808-1001	(845) 431-5723
Facsimile:	(845) 808-1901	(845) 431-7923
E-Mail:		Sandra.Jobson@dot.ny.gov

9.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case 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.

9.3. 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.

10. *Force Majeure*. The obligations of the parties hereunder shall be subject to force majeure (which shall include riots, floods, accidents, acts of God and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance) but only so long as, and to the extent that, such force majeure shall prevent the performance of the obligation or portion thereof so affected.

11. *No Assignment without NYSDOT Consent.* The Contractor shall not assign this agreement or any interests herein without first obtaining NYSDOT's written consent thereto, which consent shall not be unreasonably withheld or delayed.

11.1 the Contractor shall not enter into or continue a separate agreement with any authority, county, city, or Indian tribe in New York State under the statewide mass transportation operating assistance program without first obtaining NYSDOT's written consent thereto.

11.2 All the covenants and obligations of the parties hereto shall bind their successors and assigns, and any document assigning same will incorporate language whereby the assignee will specifically accept and assume all such covenants and obligations.

12. *No Waiver.* Forbearance or indulgence by NYSDOT in any regard whatsoever shall not constitute a waiver of any covenant, requirement or condition to be performed by the Contractor and until complete performance by the Contractor of such covenant or condition, NYSDOT shall be entitled to invoke any remedy available to it under this agreement or by law or in equity despite such forbearance or indulgence.

13. *Entire Agreement.* This agreement and the appendices identified herein constitute the entire agreement and it shall not be amended, altered or changed except by a written agreement signed by all of the parties hereto.

14. *Independent Contractor.* The relationship of the Contractor to the State is that of an independent contractor, and the Contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workers compensation coverage, retirement membership or credit.

15. This agreement shall be construed in accordance with and covered by the laws of the State of New York. All appendices attached hereto are an integral part of this agreement and the provisions set forth in the appendices bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm, or corporation other than the Contractor and NYSDOT any legal or equitable right, remedy or claim under or in respect to this agreement. Neither this agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing, signed by NYSDOT and the Contractor unless a provision hereof expressly permits either of the parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event such action shall be taken in accordance with the terms of such provision.

16. *Term of Agreement.* Unless otherwise terminated hereunder, the term of this Agreement shall be for a period commencing **January 1, 2025**, and ending **December 31, 2025**. NYSDOT may, before the expiration of the term of this Agreement, notify the Contractor in writing that NYSDOT elects to extend the term of Agreement subject to the availability of funds therefore for a period of one year or

Contractor: Putnam County, NY
Project Name: Putnam Moves Shuttle
Project ID Number (PIN):8824.14
OSC Contract Number: C041573

such other period determined by NYSDOT. In such event the term of this Agreement shall be extended for the period provided in NYSDOT's Notice of Extension at the rate or rates and for the services described in the then current NYSDOT-approved Exhibit A.

16.1 Subject to the stated term hereof above cited, this agreement shall remain in effect so long as funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

17. This Agreement shall be deemed executory only to the extent that funds are made available therefore

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

Municipality/Sponsor:
 By: _____
NAME (signature)
 Title: County Executive

Municipality/Sponsor Attorney (If applicable)
 By: _____

 Printed Name
 Title: _____

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

On this ____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

NOTARY PUBLIC

APPROVED FOR NYSDOT:

BY: _____
 For the Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.
 Date: _____

**APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
 Assistant Attorney General

COMPTROLLER'S APPROVAL:

BY: _____
 For the New York State Comptroller Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8824.14**

OSC Contract #: <u>C041573</u>	Contract Start Date: <u>1/1/2025</u> <small>(mm/dd/yyyy)</small> Contract End Date: <u>12/31/2025</u> <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Putnam County Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: OTHER (See Footnotes) County (If different from Municipality): Putnam	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/> Project Description: A mobility program that includes bus service and park & ride facilities in Putnam County	
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8824.14.421	Current	STP (80%)	\$375,000.00	\$300,000.00	\$75,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$375,000.00	\$300,000.00	\$75,000.00	\$ 0.00	\$ 0.00

Project Duration: January 1, 2025 through December 31, 2025

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*										
<p>Task 1 Core Bus Operations The County will operate an intercity/inter-municipal comprehensive bus service within Putnam County, NY, which will include connections to destinations in surrounding areas outside the County. The service will meet the goals and objectives of the County and the NYSDOT and be consistent with recommendations of the County's Transportation Task Force and other stakeholders to the extent feasible.</p> <p>The precise routes and schedules of the service will be mutually agreed upon between the County and NYSDOT and be publicly available and distributed in appropriate formats (e.g., paper and electronic) and written languages.</p> <p>The service and vehicles shall be in compliance with and operated/maintained in accordance with the Transportation and Vehicle & Traffic Laws of the State of New York, applicable Federal motor vehicle safety standards, applicable safety rules, and regulations governing motor carriers of passengers. In addition, the County shall maintain optimized operations using innovative and cost effective service techniques to best serve the customers including but not limited to using appropriately sized vehicles commensurate with ridership demand, which will be fully climate controlled and offer a generally accepted comfortable ride.</p>	<p>Payment of the unfunded operating deficit by NYSDOT to the Contractor will be made on a reimbursement basis monthly or quarterly and not to exceed \$287,000 with the operating deficit as total operating cost minus farebox revenues, STOA and the required local match as shown below.</p> <p>Compensation Summary: January 1, 2025 through December 31, 2025</p> <table border="1" data-bbox="553 506 737 1163"> <tr> <td>Predicted Total Operating Cost:</td> <td>\$330,000</td> </tr> <tr> <td>Less Predicted Farebox:</td> <td>-\$ 13,000</td> </tr> <tr> <td>Less Predicted STOA:</td> <td>-\$27,000</td> </tr> <tr> <td>Less Predicted Local Match:</td> <td>-\$3,000</td> </tr> <tr> <td>Predicted Operating Deficit:</td> <td>\$287,000</td> </tr> </table> <p>In support of any payment requests submitted for this task, the County will report expenses and revenues, as well as its required contribution of a local match to STOA, which is estimated to be at least \$ 3,000.</p> <p>Any modification to services, operations, or fares requires mutual agreement between the County and the NYSDOT and shall not be unreasonably denied. Modifications that result in cost savings will reduce the cost to the State in an amount equal to or greater than the total cost reduction or may be reinvested in other work tasks upon mutual agreement. Any increase in services will be permitted and may be included in the calculation of total operating costs, which may determine the state reimbursement to the Contractor contingent on available funding and the service expansion having prior NYSDOT approval.</p>	Predicted Total Operating Cost:	\$330,000	Less Predicted Farebox:	-\$ 13,000	Less Predicted STOA:	-\$27,000	Less Predicted Local Match:	-\$3,000	Predicted Operating Deficit:	\$287,000	<p>\$287,000</p>
Predicted Total Operating Cost:	\$330,000											
Less Predicted Farebox:	-\$ 13,000											
Less Predicted STOA:	-\$27,000											
Less Predicted Local Match:	-\$3,000											
Predicted Operating Deficit:	\$287,000											

Schedule B

Tasks and Allocation of Responsibilities
Putnam Moves Shuttle Network

Project Duration: January 1, 2025 through December 31, 2025

Contractor: Putnam County, NY
Project Name: Putnam Moves Shuttle Network
PROJECT ID Number (PIN): 8824.14
OSC Contract Number: C041573

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 2 Marketing and Promotion The County and/or service operator will promote the bus service using all appropriate opportunities (e.g., radio, TV, websites/online, social media, and print advertising); leveraging 'earned' media opportunities, attendance at employer transportation days and conferences; dissemination of literature on-board buses as well as other venues. The marketing plan and strategy shall be mutually agreed upon and any information that lists, cites, or references NYSDOT or the State of New York in any way, <u>requires</u> prior NYSDOT approval and coordination.</p>	<p>Reimbursement from the State will be made monthly or quarterly from a Payment Request Form or State Voucher and will include supported documentation of receipts and other forms of documentation for all expenses paid.</p>	<p>\$33,000</p>
<p>Task 3 Disposition of Farebox & Revenue The County/operator shall be deemed a trustee and agent with respect to the receipt of all Operating revenues (e.g., 'Farebox' including but not limited to: cash fare, multi-trip, monthly, MTA Metro-North Railroad's Unitticket and any other forms of revenue such as advertising) raised from the operation of this bus service as specified under this contract. As such, the County/operator, will collect, receive, hold and administer revenue, notably the farebox as well as set fare structure in accordance to FTA requirements. As an incentive to increase ridership, the Contractor shall keep 100% of the farebox revenue above the predicted amount indicated in Task 1. All fare prices/costs and strategies shall be in concurrence with NYSDOT. Where actual revenues go to the County, in the case of Agency sponsored discounts, (e.g., Social Services, or MTA Metro-North Railroad Unitticket) the County will provide an accounting of the revenue the County or Agency sponsor received and is attributable to each run of passenger service. Operating revenues will be segregated and reported by key components of the service.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>
<p>Task 4 Connecting Services To encourage passenger travel throughout the regional transit system, the County will provide discounted or free transfer fares to the extent possible to any passenger connecting from the Putnam County operated system (e.g., "PART," "Putnam Moves", etc.) to either the Westchester County operated system ("The Bee Line"), or the Housatonic Area Regional Transit ("HART") system; etc. The County will also reasonably cooperate or directly participate with or in other programs and services (e.g., Guaranteed Ride Program) to facilitate travelers' transit needs.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$3,000</p>

Schedule B
 Tasks and Allocation of Responsibilities
 Putnam Moves Shuttle Network

Contractor: Putnam County, NY
 Project Name: Putnam Moves Shuttle Network
 PROJECT ID Number (PIN): 8824.14
 OSC Contract Number: C041573

Project Duration: January 1, 2025 through December 31, 2025

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 5 Performance Monitoring The County will take all practical and necessary measures to ensure that the service is operated in a professional, customer friendly manner. This will require regular and unannounced random field inspections followed by any and all warranted corrective measures including County imposed penalties. Inspections will include: on-time performance; vehicle cleanliness; vehicle signs; driver courtesy; safe operation of vehicle; parking availability and efficiency of vehicle operation at park and ride lots; cleanliness; safety; maintenance of bus terminals; coordination of connections with other buses and modes of transportation; handling of passenger complaints and suggestions; communications directly to the public or through mass media; sale of all fare instruments, among other routine and non-routine aspects of operating and overseeing a regional bus service.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>
<p>Task 6 Reporting The County will provide ridership reports on a quarterly basis on or before the 15th day of the subsequent quarter, in a format mutually agreeable to NYSDOT. The reports will detail ridership per trip/run, ridership per day, summarize the average ridership on a daily and monthly basis, and include monthly and yearly trend comparison. Service interruptions including but not limited to severe lateness, missed and non-completed trips are to be reported timely in accordance with a mutually agreeable communication plan, which will include protocols to notify impacted agencies and the traveling public. In addition to quarterly ridership reports, with each payment request, the County will submit financial and operational reports including but not limited to the following:</p> <ul style="list-style-type: none"> • Operating costs, (due annually) • Passenger and other operating revenue received, • Other operating subsidies received, • Number of vehicle trips per day, • Vehicle hours / miles traveled (revenue & deadhead), • Missed trips, non-completed trips, and lateness, • Vehicle / Passenger Accident & Incident Reports • Operational problems and issues inconsistent with intended delivery of services • Annual reports will accompany the final payment application. <p>The Contractor, throughout the contract period, will meet all reasonable requests to meet with the State and operator and to provide summary reports, at least one of which will be an annual report, to be submitted no later than 45 days after the contract term.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>

Schedule B
 Tasks and Allocation of Responsibilities
 Putnam Moves Shuttle Network

Project Duration: January 1, 2025 through December 31, 2025

Contractor: Putnam County, NY
 Project Name: Putnam Moves Shuttle Network
 PROJECT ID Number (PIN): 8824.14
 OSC Contract Number: C041573

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 7. Provision of Park & Ride facilities</p> <p>In direct collaboration with NYSDOT, the County will continue to develop, provide, and operate park and ride facilities primarily to serve and promote bus services operations. The facilities shall be open and available to the traveling public 24 hours per day, 365 days per year (operational exceptions may apply), and operated on a 'first-come, first-served' basis with no preference given to place of residence or intended mode of travel.</p> <p>The park & ride facilities can be located on property owned and operated by the County, local municipality, private entity or any combination thereof but must be contractually dedicated to the intended use which will include all provisions for safe, efficient, and attractive operations. The facility and its use must comply with all applicable laws, ordinances, and regulations as well as all NYSDOT parameters and fully accessible and in compliance with the American with Disabilities Act. The lot location, characteristics, and features are subject to the approval of NYSDOT.</p> <p>This work task shall include all activities necessary to ensure that the park & ride lots and appurtenances are maintained in a state of good repair and that the facilities are proper, safe, and adequately serve the needs of the traveling public. These activities may include but are not necessarily limited to the following: All reasonable pavement maintenance activities (e.g., timely removal of snow, ice, as well as other hazardous and objectionable materials, minor surface/pothole repairs, minor paving, seal coating, pavement striping/markings or curb repairs), law and operation enforcement, maintenance of drainage ways and structures, sign maintenance, garbage collection, lighting, landscaping, minor fence, and removal of abandoned or otherwise unwelcome vehicles or debris.</p>	<p>Reimbursement from the State will be made monthly or quarterly from a Payment Request Form or State Voucher and will include supported documentation of receipts and other forms of documentation for all expenses paid.</p>	<p>\$52,000</p>
TOTAL:		\$375,000

*Amounts may be redistributed between tasks upon mutual agreement of the Contractor and NYSDOT.

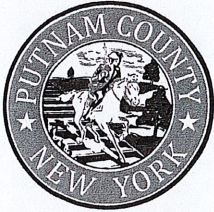
cc:all
phys.

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 12:15 PM
To: Diane Schonfeld; Diane Trabulsy
Subject: Putnam Moves Contract 2025
Attachments: Master Putnam Moves Contract C041573.pdf; Reso - Putnam Moves Contract.docx

Attached please find a proposed Resolution respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration. This resolution will authorize the County extending its contract with NYSDOT to receive funding for our Croton Falls shuttle, as well as maintenance of our park and rides.

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."

2025 FEB -4 PM 3:46
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

cc: All/Phup 2/12/25

APPROVAL

#9

LEAD AGENCY/ SEQRA DETERMINATION/ TERRY HILL ROAD (CR 46) AND NYS ROUTE 311 INTERSECTION IMPROVEMENTS

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements at the intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52 in the Town of Kent; and

WHEREAS, the purpose of the Project is to improve the safety and capacity of this intersection; 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 full 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.

Rec'd Comm. BAROSA

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: NYS Route 311/Terry Hill Road Intersection Improvements		
Project Location (describe, and attach a general location map): Intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52		
Brief Description of Proposed Action (include purpose or need): Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements. The Project is proposed to improve the safety and capacity of this intersection.		
Name of Applicant/Sponsor: Putnam County Legislature		Telephone: 845-808-1020
		E-Mail: putcoleg@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

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 Council, 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Putnam County Department of Public Works	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	New York State Department of Transportation	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

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 checked="" 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?

Residential

b. Is the use permitted or allowed by a special or conditional use permit? 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? _____

C.4. Existing community services.

a. In what school district is the project site located? Carmel Central School District

b. What police or other public protection forces serve the project site?
Kent Police Department

c. Which fire protection and emergency medical services serve the project site?
Kent Fire Department; Lake Carmel Fire Department

d. What parks serve the project site?
Edward Ryan Memorial Park - 1.8 mile from site; Lake Carmel Park District -1 mile from site; Wonder Lake State Park - 3.2 miles from site

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)? Intersection Improvements

b. a. Total acreage of the site of the proposed action? 1.36 acres
b. Total acreage to be physically disturbed? 1.36 acres (includes pavement resurfacing area)
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.47 acres

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: 4 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.

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

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ 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:

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:

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

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)

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 Hydroflourocarbons (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 ½ 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: _____

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

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: _____ 8:00 AM - 6:00 PM _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- 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:

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

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:

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

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): _____
 ii. If mix of uses, generally describe:
 Residential with some commercial properties located east of work area.

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.97	1.24	0.27
• Forested	NA		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	NA		
• Agricultural (includes active orchards, field, greenhouse etc.)	NA		
• Surface water features (lakes, ponds, streams, rivers, etc.)	NA		
• Wetlands (freshwater or tidal)	NA		
• Non-vegetated (bare rock, earth or fill)	NA		
• 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? _____ > 6 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:

UpC - Urban land-Paxton complex	_____	65 %
UwB - Urban land-Woodbridge	_____	35 %
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ > 5 feet

e. Drainage status of project site soils:

<input type="checkbox"/> Well Drained:	_____ % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	100 % of site
<input type="checkbox"/> Poorly Drained	_____ % of site

f. Approximate proportion of proposed action site with slopes:

<input type="checkbox"/> 0-10%:	_____ % of site
<input type="checkbox"/> 10-15%:	_____ % of site
<input type="checkbox"/> 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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____
 NA _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

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? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

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? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

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? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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 _____ Date _____

Signature  _____ Title _____

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project :
 Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air
 The proposed action may include a state regulated air emission source. NO YES
 (See Part 1. D.2.f., D.2.h, D.2.g)
 If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflouorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals
 The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) NO YES
 If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

NO

YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>Project will result in improved safety and capacity of an existing intersection.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: <u>Project will require energy use of equipment during construction.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

NO

YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>Temporary noise increases due to equipment during construction.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project: Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
The planned intersection reconstruction will improve the operations and overall safety of the intersection by providing the separate turn lanes.
Pedestrians and bicycles will also be accommodated with the improvements.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Putnam County Department of Public Works as lead agency that:

- A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.
- B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

- C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

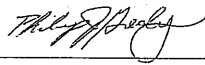
Name of Action: NYS Route 311 & Terry Hill Road

Name of Lead Agency: Putnam County Department of Public Works

Name of Responsible Officer in Lead Agency: Joseph Bellucci

Title of Responsible Officer: Deputy Commissioner

Signature of Responsible Officer in Lead Agency: _____ Date: _____

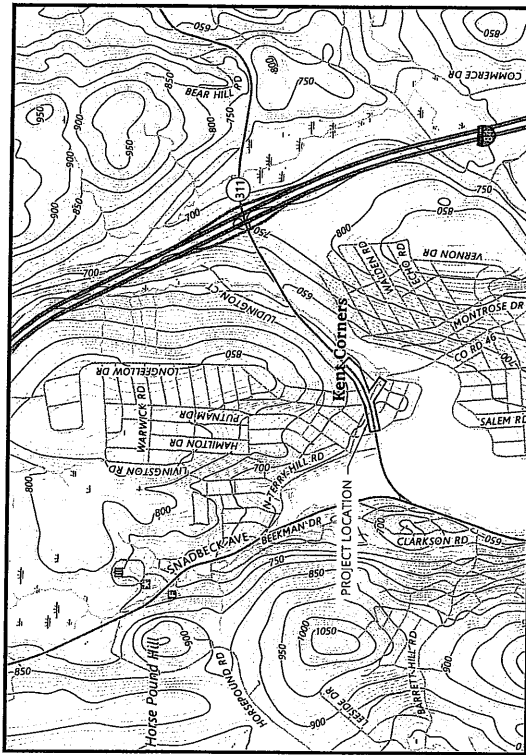
Signature of Preparer (if different from Responsible Officer) Philip J. Grealy  Date: 10/25/2024

For Further Information:
Contact Person: Joseph Bellucci, Deputy Commissioner
Address: 842 Fair Street, Carmel, NY 10512
Telephone Number: 845-878-6331 ext. 40174
E-mail: Joseph.Bellucci@putnamcountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:
Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

HIGHWAY IMPROVEMENT PLANS
 FOR
NYS ROUTE 311 IMPROVEMENTS
NYS ROUTE 311 & TERRY HILL ROAD (C.R. 46)
TOWN OF KENT
PUTNAM COUNTY COUNTY
NEW YORK STATE

DESIGN TRAFFIC DATA	
NYS ROUTE 311	
FUNCTIONAL CLASSIFICATION	URBAN/PROV ARTERIAL
AADT	1331
POSTED SPEED LIMIT	20 MPH
DESIGN SPEED	21 MPH



KEY MAP

SCALE: 1" = 1000'
SOURCE: U.S. GEOLOGICAL SURVEY

THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS,
LATEST REVISION, TO GOVERN.

STANDARD SPECIFICATION §106-11 BUY AMERICA SHALL APPLY.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS DATED,
LATEST REVISION, ARE APPLICABLE TO THIS PROJECT.

NUMBER OF SHEETS	SHEET NUMBER	DESCRIPTION
1	C5-01	COVER SHEET
1	GENERAL NOTE	GENERAL NOTE
1	DETAILS	DETAILS
1	TYPICAL SECTIONS	TYPICAL SECTIONS
1	GRADING & DRAINAGE PLAN	GRADING & DRAINAGE PLAN
1	SECTION ELEVATION PLAN	SECTION ELEVATION PLAN
1	TERRAIN ELEVATION PLAN	TERRAIN ELEVATION PLAN



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Engineering & Design

PROFESSIONAL ENGINEER
PUTNAM COUNTY, NEW YORK
NO. 123456789
ISSUED: 12/31/2023

REV.	DATE	DESCRIPTION

PRELIMINARY

HIGHWAY IMPROVEMENT PLANS
FOR
NYS ROUTE 311 IMPROVEMENTS

NYS ROUTE 311 & TERRY HILL ROAD (C.R. 46)
TOWN OF KENT
PUTNAM COUNTY
NEW YORK

WESTCHESTER
Colliers Engineering & Design
Professional Engineer
No. 123456789
Issued: 12/31/2023

PROJECT NUMBER: 123456789
DATE: 12/31/2023
SCALE: 1" = 1000'

COVER SHEET

C5-01

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

GENERAL NOTES

- 1. TOPOGRAPHIC SURVEY INFORMATION HAS BEEN OBTAINED FROM A SURVEY PREPARED BY...
2. MATERIAL AND CONSTRUCTION SPECIFICATIONS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS...
3. CONTRACTOR SHALL VERIFY EXISTING GRADES, EXISTING STRUCTURE LOCATIONS AND OTHER EXISTING CONDITIONS PRIOR TO CONSTRUCTION...
4. THE CONTRACTOR SHALL CONVEY SURVEY DATA, INCLUDING STATION, ROADWAY, MARK, OUT EXTENDING PROPOSED RIGHT-OF-WAY LINES, MARK OUT UTILITIES, SURVEY MANHOLES, VALVES, AND CATCH BASINS REQUIRING ADJUSTMENT TO PROVIDE A SMOOTH RIDING SURFACE AND PROMOTE PROPER DRAINAGE...
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION WORK PAYMENT FOR THIS WORK WILL BE MADE UNDER ITEM 483.1. ALL SURVEY NOTES FOR EACH LOCATION SHALL BE SUBMITTED TO THE ENGINEER...
6. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS AND SHALL BE RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ALL NATURAL AND CULTURAL RESOURCES...
7. PROTECTION AND RESTORATION OF PROPERTY SHALL BE IN ACCORDANCE WITH THE NYSDOT...
8. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ALL NATURAL AND CULTURAL RESOURCES...
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION WORK PAYMENT FOR THIS WORK WILL BE MADE UNDER ITEM 483.1. ALL SURVEY NOTES FOR EACH LOCATION SHALL BE SUBMITTED TO THE ENGINEER...
10. TYPICAL (ITEM 410.10) - TYPICAL ROADSIDE SHALL BE PLACED AND ASSES SHALL BE SEVERED (ITEM 410.10) - TYPICAL ROADSIDE SHALL BE PLACED AND ASSES SHALL BE SEVERED...
11. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
12. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
13. TEMPORARY UTILITY SERVICES ARE REQUIRED, AS DETERMINED BY THE ENGINEER...
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
15. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
16. ALL MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER...
17. TEMPORARY UTILITY SERVICES ARE REQUIRED, AS DETERMINED BY THE ENGINEER...
18. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
19. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
20. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...

EXISTING UTILITIES

- 1. THE UTILITY LOCATION QUALITY LEVEL LABELING CONVENTION SHOWN ON THE PLANS DOES NOT...
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL AND SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND ENDEAVOR TO BE OPERATIONAL...
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GUIDE RAIL NOTES

- 1. THE CONTRACTOR SHALL PROVIDE A SCHEDULE TO THE ENGINEER DETAILING WHEN GUIDE RAIL WILL BE REMOVED AND REPLACED...
2. THE CONTRACTOR SHALL PROVIDE A SCHEDULE TO THE ENGINEER DETAILING WHEN GUIDE RAIL WILL BE REMOVED AND REPLACED...
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20. THE CONTRACTOR SHALL PROVIDE A SCHEDULE TO THE ENGINEER DETAILING WHEN GUIDE RAIL WILL BE REMOVED AND REPLACED...

Colliers Engineering & Design logo and contact information.

Professional Engineer seal for Robert J. Collier, No. 11111, State of New York.

Table with columns for REV, DATE, DRAWN BY, and DESCRIPTION.

PRELIMINARY text oriented vertically.

HIGHWAY IMPROVEMENT PLANS FOR NYS ROUTE 311 IMPROVEMENTS TERRY HILL ROAD (C.R. 46) TOWN OF KENT PUTNAM COUNTY NEW YORK

Professional Engineer seal for Robert J. Collier, No. 11111, State of New York.

GENERAL NOTES GN-01

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 2202, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW... NOTE DO NOT SCALE DIMENSIONS FOR CONSTRUCTION.

FOR STATE SPECIFIC DIRECT PHONE NUMBERS
SEE THE TECHNICAL SPECIFICATIONS

FOR STATE SPECIFIC DIRECT PHONE NUMBERS
SEE THE TECHNICAL SPECIFICATIONS

NO.	DATE	DESCRIPTION

PRELIMINARY

HIGHWAY IMPROVEMENT
PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS

NYS ROUTE 311 &
TERRY HILL ROAD (C.R. 45)

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PLUNNA LOCALITY
NEW YORK

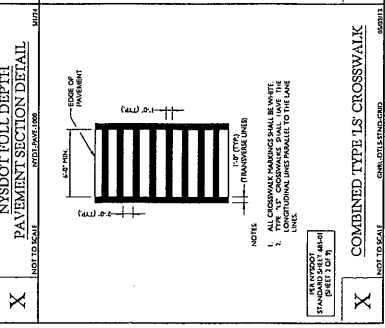
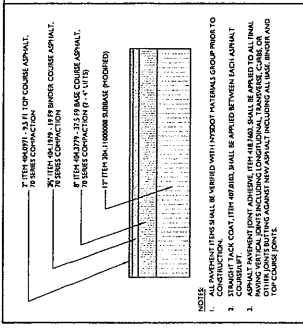
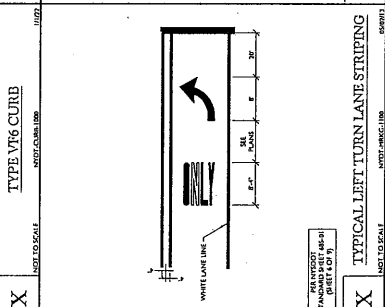
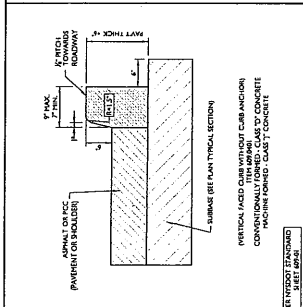
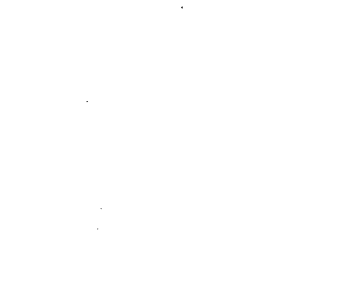
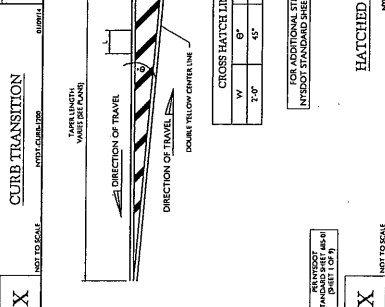
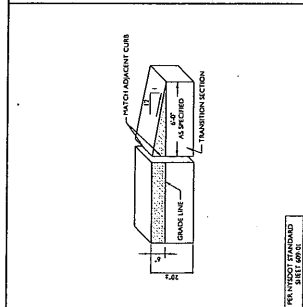
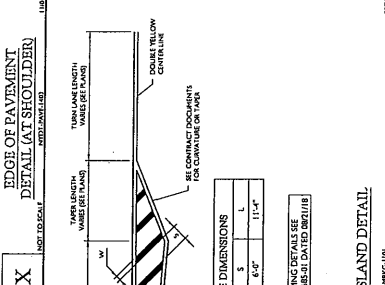
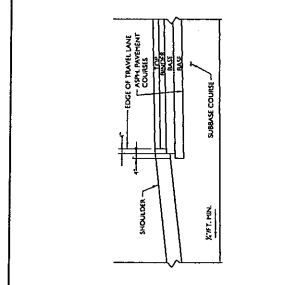
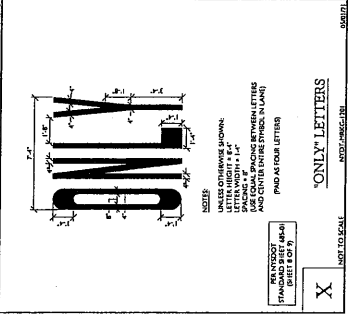
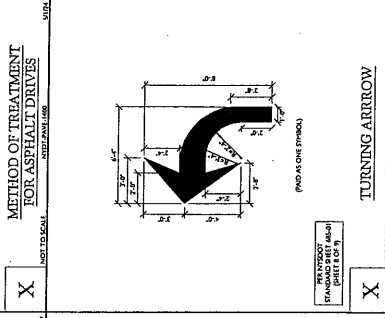
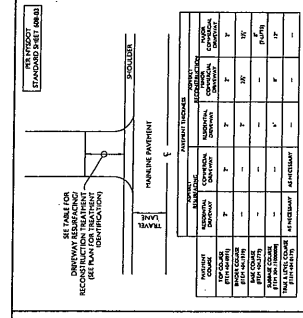
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No. 10667
Exp. 12/31/14
Phone: 914-437-7500
Fax: 914-437-7501
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SCALE	AS SHOWN	DATE	
PROJECT NUMBER		DRAWING NUMBER	
DESIGNED BY		IN CHARGE	
CHECKED BY		DATE	

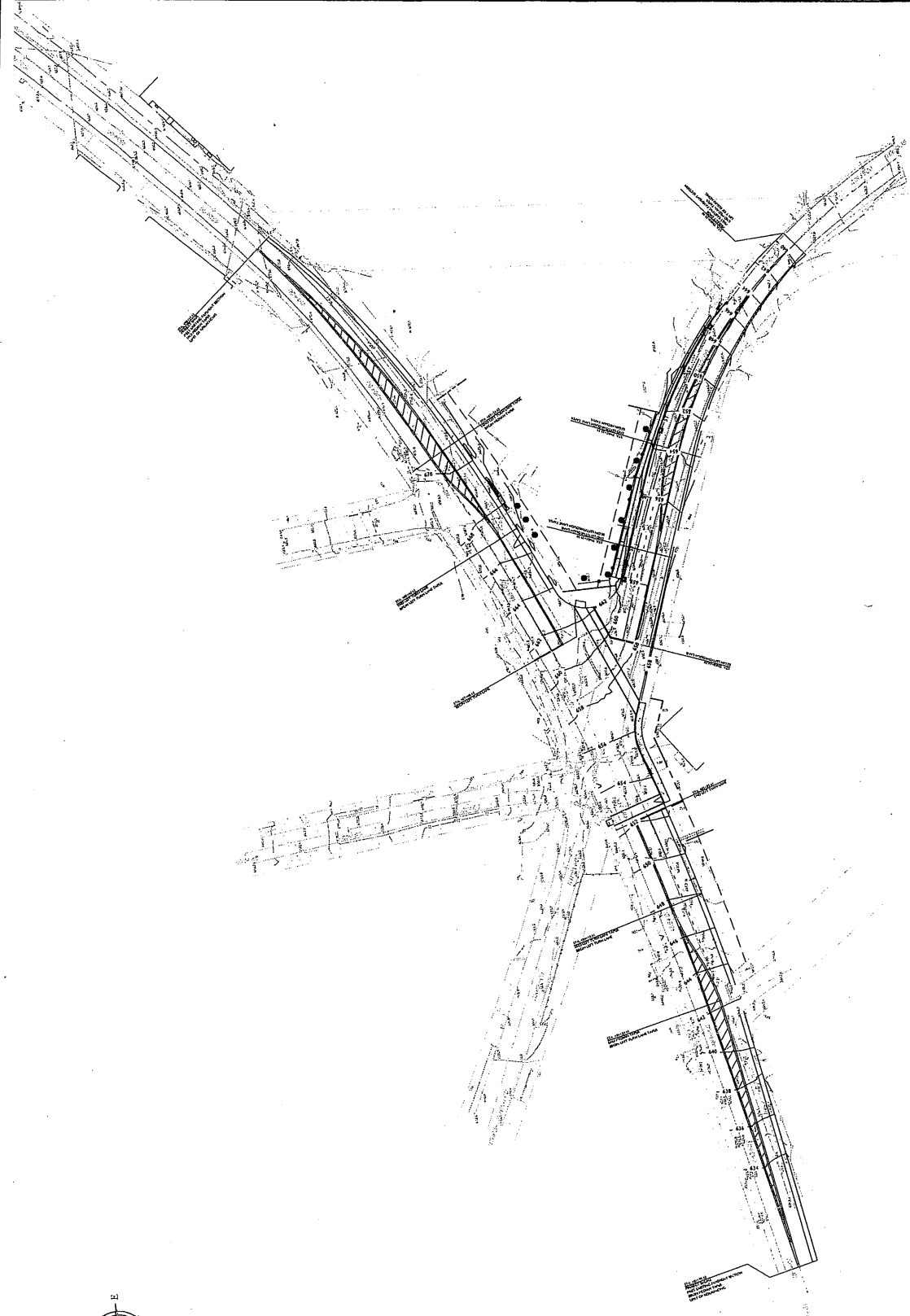
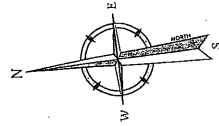
CONSTRUCTION DETAILS

DTL-01

NOTE: DON'T SCALE DRAWINGS FOR CONSTRUCTION



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& Design
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REGISTERED PROFESSIONAL ENGINEER
FOR STATE SPECIFIC PROJECT NUMBERS
STATE OF NEW YORK: 2000-0000000000

REV	DATE	DRAWN BY	DESCRIPTION

PRELIMINARY

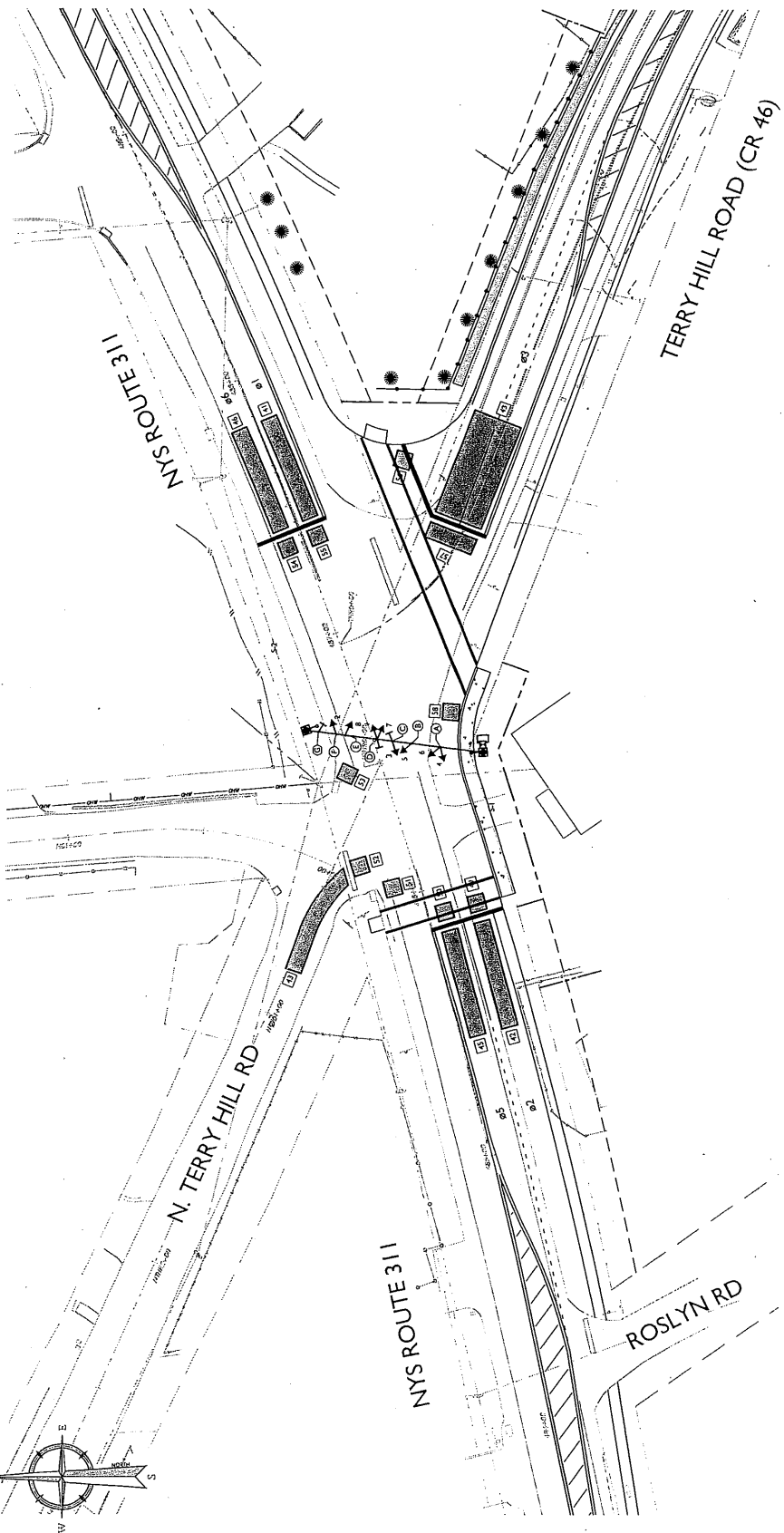
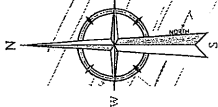
HIGHWAY IMPROVEMENT
PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS
NYS ROUTE 311 &
TERRY HILL ROAD (C.R. 46)
TOWN OF KENT
PLUTNAM COUNTY
NEW YORK

PROJECT NUMBER: 1000000000
SHEET NUMBER: 1000000000
DATE: 10/1/2000
DRAWN BY: 1000000000
CHECKED BY: 1000000000
SCALE: 1" = 40'

GRADING & DRAINAGE PLAN
PROJECT NUMBER: GD-01

NOT TO BE USED FOR CONSTRUCTION

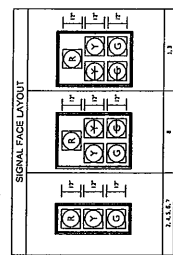
UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7206, SUB-DIVISION 7, OF THE NEW YORK STATE EDUCATION LAW. ONLY THE ORIGINAL SURVEYOR'S OR PROFESSIONAL ENGINEER'S SEAL AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.



LEGEND

- SIGNAL HEAD
- OVERHEAD SIGN
- GROUND MOUNTED DETECTION CAMERA
- 6' x 6' DETECTION ZONE

SIGN TEXT LEGEND	
NO.	SIGN TEXT I.M.U.I.C.D. NO. ITEM
C-D	RB-SL 880.0207
G	RB-SR 880.0207



<p>www.colliersengineering.com</p> <p>100 WEST 42ND STREET, SUITE 1400 NEW YORK, NY 10018 PH: 212-692-1234 WWW.COLLIERSENG.COM</p>	<p>FOR STATE DIRECT PHONE NUMBERS SEE THE STATE WEBSITE</p>	<table border="1"> <tr><th>REV</th><th>DATE</th><th>CHANGED BY</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	REV	DATE	CHANGED BY	DESCRIPTION					<p>100 WEST 42ND STREET, SUITE 1400 NEW YORK, NY 10018 PH: 212-692-1234 WWW.COLLIERSENG.COM</p>	<p>PROJECT: NYS ROUTE 311 & TERRY HILL ROAD (CR 46) IMPROVEMENTS</p> <p>CLIENT: TOWN OF KENT PUTNAM COUNTY NEW YORK</p>	<p>DATE: 10/20/2023</p> <p>DRAWN BY: [Redacted]</p> <p>CHECKED BY: [Redacted]</p> <p>SCALE: AS SHOWN</p>	<p>PROJECT: NYS ROUTE 311 & TERRY HILL ROAD (CR 46) IMPROVEMENTS</p> <p>CLIENT: TOWN OF KENT PUTNAM COUNTY NEW YORK</p>	<p>PROJECT: NYS ROUTE 311 & TERRY HILL ROAD (CR 46) IMPROVEMENTS</p> <p>CLIENT: TOWN OF KENT PUTNAM COUNTY NEW YORK</p>	<p>PROJECT: NYS ROUTE 311 & TERRY HILL ROAD (CR 46) IMPROVEMENTS</p> <p>CLIENT: TOWN OF KENT PUTNAM COUNTY NEW YORK</p>	<p>PROJECT: NYS ROUTE 311 & TERRY HILL ROAD (CR 46) IMPROVEMENTS</p> <p>CLIENT: TOWN OF KENT PUTNAM COUNTY NEW YORK</p>
			REV	DATE	CHANGED BY	DESCRIPTION											
<p>TRAFFIC SIGNAL PLAN</p> <p>TSP-01</p>																	

UNAUTHORIZED ALTERATION OR ADDITION TO A SIGNET OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 2609, SUB DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. CONSULT WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SCALE, DATE, AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

TRAFFIC SIGNAL NOTES:

1. SIGNAGE FOR SIGNAL CONSTRUCTION CONTRACTS SHALL COMPLY WITH THE STATE AND FEDERAL SPECIFICATIONS FOR SIGNALS. THE SIGNAGE SHALL BE PERMANENTLY MOUNTED ON THE SIGNAL POLE OR ON THE SIGNAL MAST.
2. ALL SIGNAGE SHALL BE REMOVED FROM THE SIGNAL POLE OR MAST AT THE CONSTRUCTION SITE AND STORED AT THE SIGNAGE DEPOT.
3. ALL SIGNALS SHALL BE OPERATIONAL AT THE COMMENCEMENT OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE SIGNALS THROUGHOUT THE PROJECT.
4. THE SIGNALS SHALL BE INSTALLED AT THE INTERSECTION OF THE HIGHWAY AND THE SIDE STREET.
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14. SIGNAGE FOR SIGNAL CONSTRUCTION CONTRACTS SHALL COMPLY WITH THE STATE AND FEDERAL SPECIFICATIONS FOR SIGNALS. THE SIGNAGE SHALL BE PERMANENTLY MOUNTED ON THE SIGNAL POLE OR ON THE SIGNAL MAST.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE SIGNALS THROUGHOUT THE PROJECT.

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1. ALL INDICATING HARDWARE SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE HARDWARE THROUGHOUT THE PROJECT.

2. ALL HARDWARE SHALL BE INSTALLED AT THE INTERSECTION OF THE HIGHWAY AND THE SIDE STREET.

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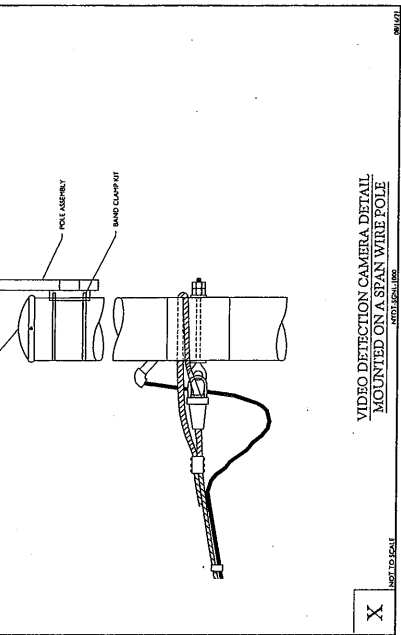
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ARCHITECT REGISTERED
PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTERED PROFESSIONAL GEODETIC ENGINEER

FOR STATE EXERCISE DIRECT PHONE NUMBERS
BOISE 208-335-8888
WWW.COLLIERS.COM

REV.	DATE	DESCRIPTION

FOR STATE EXERCISE DIRECT PHONE NUMBERS
BOISE 208-335-8888
WWW.COLLIERS.COM

HIGHWAY IMPROVEMENT PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS

NYS ROUTE 311 &
TERRY HILL ROAD (C.N. 46)

TOWN OF KENT
PUTNAM COUNTY
NEW YORK

Colliers
Engineering & Design

1400 West 10th Street, Suite 100, Boise, Idaho 83725
2020 West 10th Street, Suite 100, Boise, Idaho 83725
2020 West 10th Street, Suite 100, Boise, Idaho 83725

ARCHITECT REGISTERED
PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTERED PROFESSIONAL GEODETIC ENGINEER

DATE: 12/15/18
SCALE: AS SHOWN
PROJECT NUMBER: TSP-02
JOB NUMBER: 18000200
PROJECT LOCATION: TERRY HILL ROAD, NEW YORK

TRAFFIC SIGNAL PLAN
TSP-02

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR'S OR PROFESSIONAL ENGINEER'S VIOLATION OF SECTION 208, SUBSECTION 1, OF THE NEW YORK STATE EDUCATION LAW. ONLY MAPS WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL ARE GUARANTEED TO BE CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND DEFINITION.

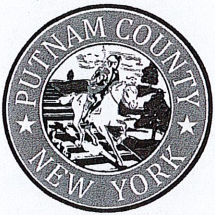
cc:all
Phys

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 12:53 PM
To: Diane Schonfeld; Diane Trabulsky
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis; Dain Pascoello
Subject: SEQR Lead Agency Resolution and EAF - Terry Hill & Rt 311 project
Attachments: Resolution-Terry Hill & Route 311 SEQR-Lead Agency.docx; Terry Hill Rt 311 FEAF.pdf; 240903MA_Preliminary Highway Improvement Plans.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."

2025 FEB -4 PM 3:46
LEGISLATURE
PUTNAM COUNTY
CARNEL, NY

cc: all
phys. 2/12/2025

APPROVAL
#10

APPROVAL/RATIFICATION OF APPLICATION FOR 2025 GRANT FUNDS AVAILABLE THROUGH THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM

WHEREAS, under New York’s County Infrastructure Grant Program, Empire State Development will provide up to \$50 million in grants to support county-led infrastructure projects across the State which directly or indirectly support economic development, support the creation of housing, contribute to placemaking, or encourage tourism; and

WHEREAS, the County Infrastructure Grant Program grant funding will fund projects that do not directly support the creation of at least (10) ten new housing units for an award up to \$500,000. All projects that directly support the creation of at least (10) ten new housing units, are eligible for an award up to \$1,000,000; and

WHEREAS, there is a minimum 50% non-ESD match and a non-refundable \$250 application fee required; and

WHEREAS, the funding requires an application to apply the funding to an eligible project from each County, and the deadline for application submission is Tuesday, April 1, 2025, OR when all eligible Counties have applied and/or notified us of no application forthcoming; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the “Department”), is desirous to apply for funding for the Department of Public Works’ Terry Hill Road (CR 46) and NYS Route 311 intersection improvement project and plans to submit a grant application on or before the April 1, 2025 deadline set forth by New York State; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County’s application for the NYS County Infrastructure Grant Program submitted by the Department to Empire State Development; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County’s application for NYS County Infrastructure Grant funding in connection with the costs associated with Terry Hill Road (CR 46) and NYS Route 311 intersection improvement project to be formally submitted to ESD on/before April 1, 2025, is hereby accepted, approved and ratified by the County Legislature.

2025 FEB -4 PM 4:27
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Comm.
FR. BAROSA

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 4:07 PM
To: Diane Schonfeld; Diane Trabulsy
Cc: Michael Lewis; Dain Pascoello; Thomas Feighery
Subject: Resolution - NYS County Infrastructure Grant Funding
Attachments: Reso-County Infrastructure Grant Applic Approval-Feb25.docx

Attached please find a proposed Resolution respectfully requested to 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."

APPROVED #11

LEAD AGENCY/ SEQRA DETERMINATION EXTERIOR RESTORATION OF THE HISTORIC PUTNAM COUNTY COURTHOUSE PROJECT/ TOWN OF CARMEL

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project to restore the exterior façade and four decorative columns of the Historic Courthouse located at 40 Gleneida Avenue, Town of Carmel, New York; and

WHEREAS, the proposed project will consist of restoring the exterior of the Historic Courthouse, focusing on the four decorative columns and the front façade. The columns require repairs to address moisture damage and rotted wood, with improvements to ventilation to prevent future deterioration. The exterior wood will be restored and sealed with an epoxy coating to protect against moisture. The paint will be refreshed, with repairs to decorative trim and siding. Additionally, the stone entry steps and walkway will be repaired and re-grouted to prevent further damage; and

WHEREAS, the proposed action is subject to review under the State Environmental Quality Review Act 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, a full Environmental Assessment form (EAF) has been prepared for the proposed 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 617.4 et seq., finds that the proposed action is a Type I action "occurring wholly or partially within, or substantially contiguous to, any historic building, structure, facility, site or district or prehistoric site that is listed on the National Register of Historic Places (Volume 36 of the Code of Federal Regulations, parts 60 and 63, which is incorporated by reference pursuant to Section 617.17 of this Part), or that is listed on the State Register of Historic Places or that has been determined by the Commissioner of the Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places pursuant to Sections 14.07 or 14.09 of the Parks, Recreation and Historic Preservation Law"; now therefore be it

RESOLVED, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA and will conduct a coordinated SEQRA environmental review for the proposed action; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Rec'd 2/7/25 - Comm BAROSA

**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: Exterior Restoration of the Historic Putnam County Courthouse		
Project Location (describe, and attach a general location map): Putnam County Courthouse, 40 Gleneida Avenue, Carmel, NY 10512		
Brief Description of Proposed Action (include purpose or need): The proposed project is to restore the exterior of the Historic Courthouse and prevent any further deterioration. The most extensive work to be performed will be to the four existing decorative columns and the facade at the front of the Historic Courthouse. All of the columns show signs of rotted wood at or near the column base of the cosmetic exterior portion. Close inspection reveals moisture damage just above the base and at the base of each column causing the wood to deteriorate. The columns have been replaced in the past with structural load bearing cores concealed with a detailed wood exterior to protect the cores and retain the historic appearance. The load bearing cores are fully intact and do not need any work performed. Protecting and restoring the Historic Courthouse will add tangible value to the Town of Carmel Hamlet and protect a valuable national historic resource.		
Name of Applicant/Sponsor: Putnam County Legislature		Telephone: (845) 808-1020
		E-Mail: putcoleg@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role): Barbara Barosa, Commissioner of Planning, Development, and Public Transportation		Telephone: (845) 878-3480
		E-Mail: barbara.barosa@putnamcountyny.gov
Address: 841 Fair Street		
City/PO: Carmel	State: New York	Zip Code: 10512
Property Owner (if not same as sponsor): County of Putnam		Telephone: (845) 808-1001
		E-Mail: CountyExecutive@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	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 Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SHPO review	
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 Boudary _____ _____	
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 checked="" 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?
Commercial

b. Is the use permitted or allowed by a special or conditional use permit? 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? _____

C.4. Existing community services.

a. In what school district is the project site located? Carmel Central School District

b. What police or other public protection forces serve the project site?
Putnam County Sheriff's Department and Carmel Police Department

c. Which fire protection and emergency medical services serve the project site?
Carmel Fire District, Putnam County 911 Emergency Operations, Carmel Volunteer Ambulance Corps

d. What parks serve the project site?
Fred Dill Wildlife Sactuary

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)? Municipal/commercial

b. a. Total acreage of the site of the proposed action? _____ .170 acres
 b. Total acreage to be physically disturbed? _____ 0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 195.66 acres

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: _____ 4 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.

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

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ 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:

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:

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:
 i. 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)
 ii. Describe types of new point sources. _____

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

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

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

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:
 i. 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
 ii. 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: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 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: _____ 7:00am - 3:30pm
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations:
 • Monday - Friday: _____ 9am - 9pm
 • Saturday: _____
 • Sunday: _____
 • 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: _____

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

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:
Wall mounted outdoor LED fixtures and pole mounted LED parking lot fixtures. _____

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

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: _____
 While there are trace amounts of lead detectable within the exterior paint, glass windows, window frames, and siding, we do not anticipate disturbance and exposure during exterior restoration as the lead will be encapsulated.
 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:
 Lead encapsulation

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): County Government Offices
 ii. If mix of uses, generally describe:
 There is a mix of existing land uses near the project site (< 1mi) including commercial, residential, municipal, aquatic (Lake Gleneida), and forest (Fred Dill Wildlife Sanctuary).

b. Land uses and covertypes on the project site. Asphalt/concrete

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.170	.170	0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• 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: The project site is used by Putnam County residents for parades, memorial celebrations, peaceful protests, and other civic events.

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:
Carmel High School, Putnam Legal Aid Society, Putnam Supreme and County Court, Putnam County Sheriff's Department and Correctional facility, Drew United Methodist Church, St. James the Apostle Catholic Church & School, Reed Memorial Library, Mt. Carmel Baptist Church

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? _____ Approx. 6 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: (Uf) Urban Land _____ 86.3 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ 350 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%: _____ % of site
 10-15%: _____ % 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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name Lake Gleneida Classification Croton Watershed (Ctrl'd. Lake)
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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>Birds _____</p> <p>_____</p>	<p>Squirrels _____</p> <p>_____</p>	<p>Raccoons _____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): <u>Northern Long-Eared Bat</u></p> <p>_____</p> <p>_____</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</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>		
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: <u>Lake Gleneida is used for NYCDEP permitted fishing access.</u></p> <p>_____</p>		
<p>E.3. Designated Public Resources On or Near Project Site</p>		
<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</p> <p>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</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>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</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</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</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>		

<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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District</p> <p>ii. Name: Eligible Properties: <u>Histroic Putnam County Courthouse (project location), David Bruen County Office Building</u></p> <p>iii. Brief description of attributes on which listing is based: <u>Nationally and State Registered Historic Courthouse</u></p>	
<p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe possible resource(s): _____</p> <p>ii. Basis for identification: _____</p>	
<p>h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify resource: <u>Fred Dill Wildlife Sanctuary, Putnam County Veterans' Memorial Park</u></p> <p>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>County Parks</u></p> <p>iii. Distance between project and resource: _____ Less than 1 miles.</p>	
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify the name of the river and its designation: _____</p> <p>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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.

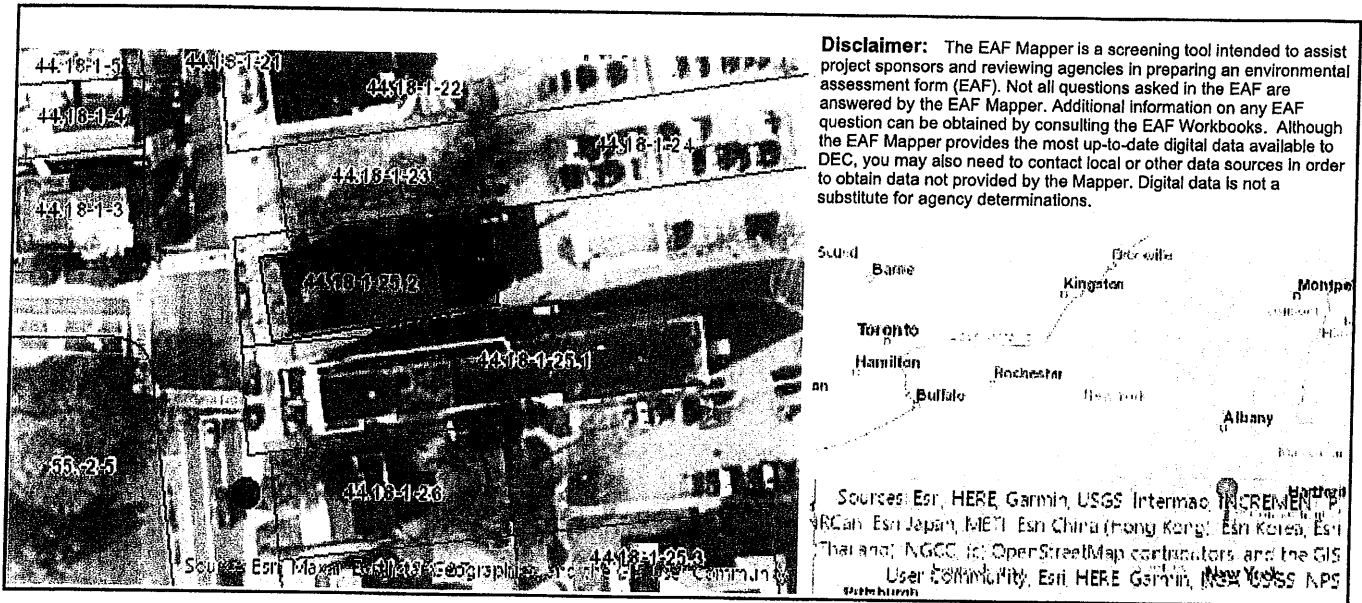
Applicant/Sponsor Name Putnam County Legislature Date _____

Signature _____ Title Chairwoman - Putnam County Legislature

PRINT FORM

EAF Mapper Summary Report

Tuesday, February 4, 2025 12:13 PM



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]	Yes

E.2.o. [Endangered or Threatened Species - Northern Long-eared Bat Name]	
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: David Bruen County Office Building, Putnam County Courthouse
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

PUTNAM COUNTY HISTORIC COURTHOUSE
SUMMARY OF EXISTING CONDITIONS AND PROPOSED WORK

The purpose of this endeavor is to restore the exterior of the Historic Courthouse and prevent any further deterioration. The most extensive work to be performed will be to the four existing decorative columns and the façade at the front of the Historic Courthouse. All of the columns show signs of rotted wood at or near the column base of the cosmetic exterior portion. Close inspection reveals moisture damage just above the base and at the base of each column causing the wood to deteriorate (see attached photos). The columns have been replaced in the past with structural load bearing cores concealed with a detailed wood exterior to protect the cores and retain the historic appearance (see attached photos). The load bearing cores are fully intact and do not need any work performed.

During the previous column replacement project, ventilation holes were designed and included in the rear section of the column plinth base to allow ventilation through the air space between the structural member of the column and the cosmetic wood detail surrounding it (see attached drawings). When the air in that space heated up the design would allow fresh air to naturally be drawn in through the holes in the plinth base and expelled through the open top of the column into the interior of the portico above. The number of ventilation holes is insufficient to allow sufficient ventilation to occur. Additionally, the holes are too small and repeatedly become clogged with debris restricting sufficient ventilation.

The load bearing core of the columns may be compromised in the future if left without creating proper ventilation holes and performing restoration of the protective cosmetic exterior of the columns and sealing with a surface more suitable to protect them from the damaging weather conditions.

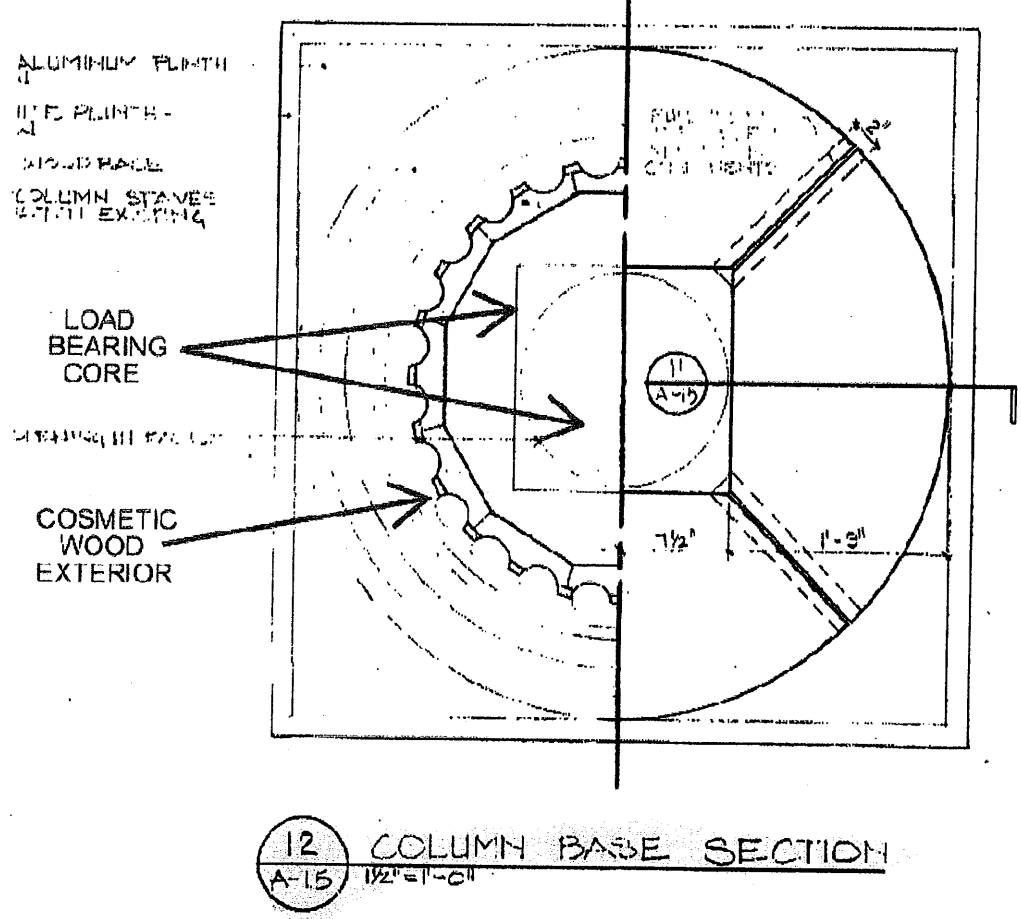
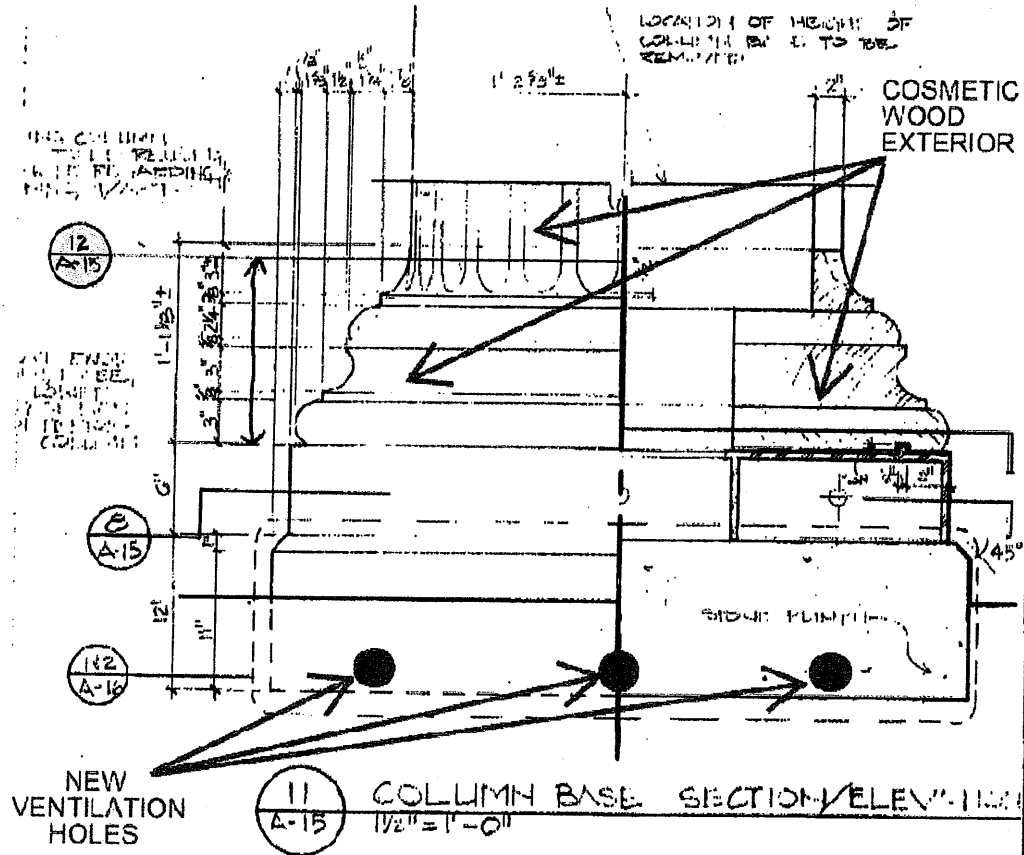
Engineer designed ventilation holes will be created around the existing plinth bases and mechanical exhaust fans will be installed at the top open area of the columns expelling the interior column air to the atmosphere on each column sufficient to achieve proper ventilation.

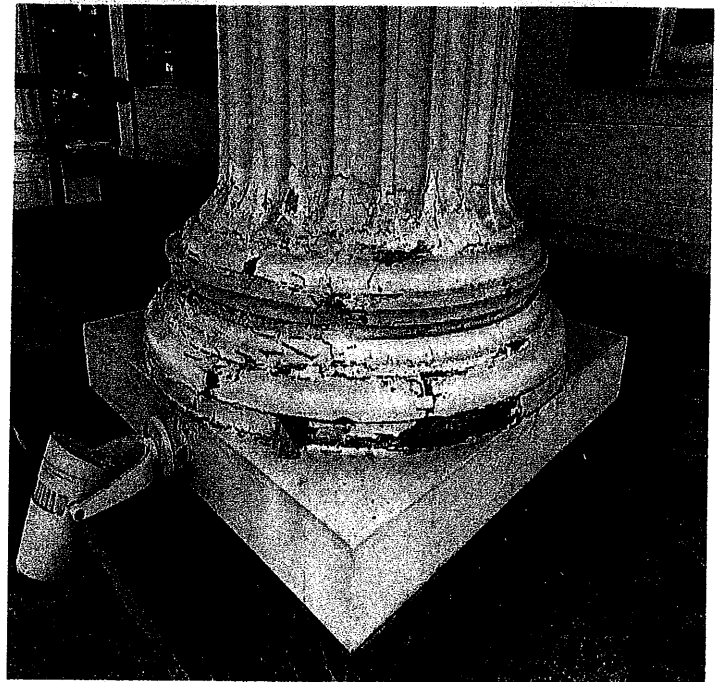
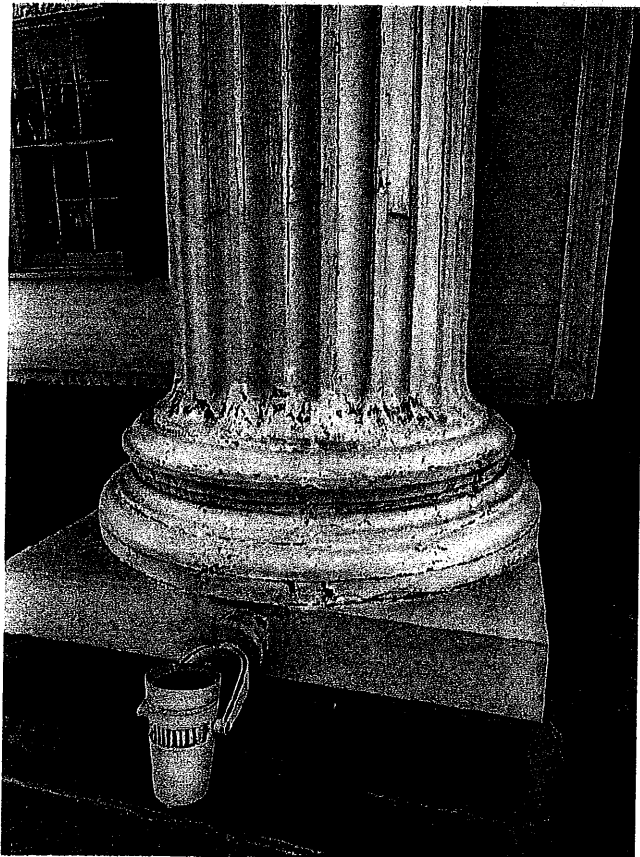
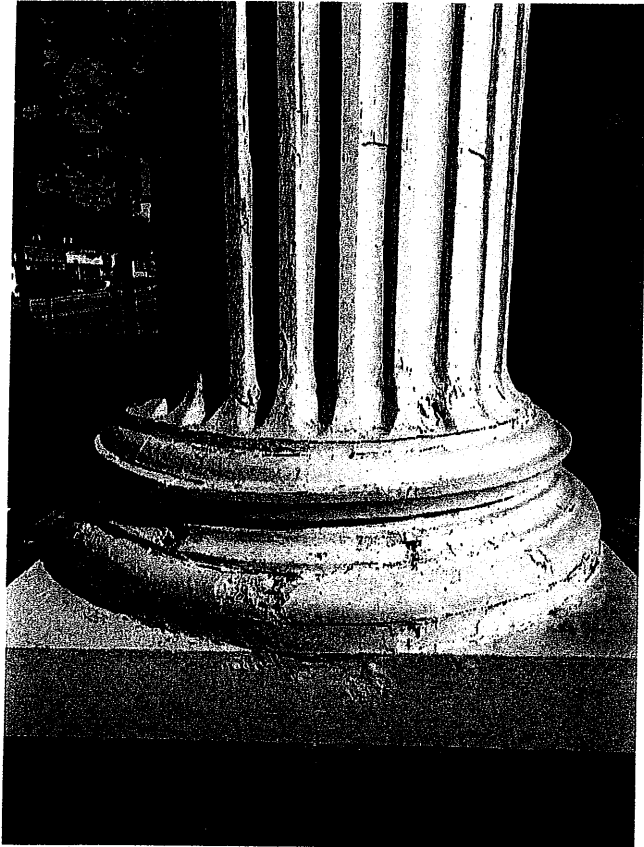
Restoration of the columns will also include repairs, and/or replacement of, the damaged cosmetic wood areas of the columns and application of a suitable protective coating. The columns will be sealed with an epoxy material that is impervious to moisture and water damage as proven by many uses in various building sections in the construction industry.

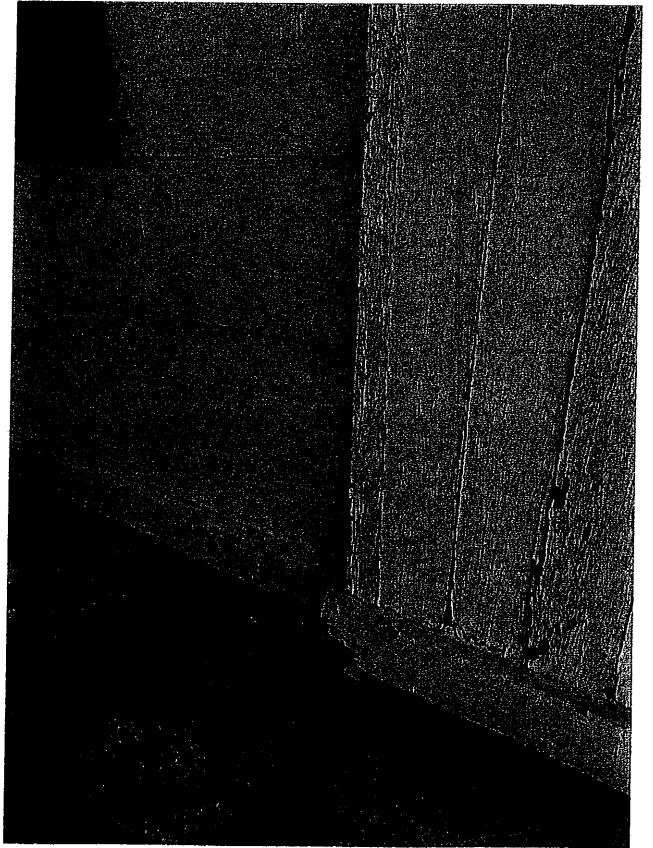
The paint is showing signs of paint cracking, chipping and a buildup of material due to repeated coats of paint being applied diminishing the details of the decorative trim and siding (see attached photos). The decorative trim and siding will be scraped and repaired where needed, primed and painted to preserve the details of the entry doors, windows, trim and siding.

The sides and rear of the Historic Courthouse will also be painted to match the restoration of the front portion.

The stone entry steps, and walkway are showing cracks and weather damage. This damage will be repaired and re-pointed (grouted) to avoid any future deterioration due to existing pointing/grout line cracking (see attached photos).







cc: all
phys. - 2/12/25

Diane Schonfeld

From: Barbara Barosa
Sent: Friday, February 7, 2025 9:45 AM
To: Diane Schonfeld; Diane Trabulsy
Subject: SEQR Lead Agency Resolution and EAF - Historic Courthouse Exterior Restoration Project
Attachments: Historic Courthouse - SEQR Full EAF and Summary of Proposed Work & Existing Conditions.pdf; SEQRA Lead Agency Res- Historic Courthouse Restoration.docx

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
Putnam County Department of Planning, Development and Public Transportation
841 Fair Street
Carmel, NY 10512
845-878-3480 x48107*

cc: all
phys - 2-12-25

APPROVED
#12

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the East Branch Road over Haviland Hollow Brook Superstructure Replacement, Town of Patterson, Putnam County P.I.N. 8763.60 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$611,578 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYS DOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

2025 FEB -3 PM 4:23
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dir. II/GCS Lannon to attend mtg

Diane Schonfeld

From: Alexis Hawley
Sent: Monday, February 3, 2025 3:12 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis
Subject: February Physical Services Committee Meeting - For Consideration
Attachments: PIN 8763.61 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - PEEKSKILL HOLLOW ROAD OVER PEEKSKILL HOLLOW CREEK (BRIDGENY).docx; PIN 8763.60 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - EAST BRANCH ROAD OVER HAVILAND HOLLOW BROOK (BRIDGENY).docx

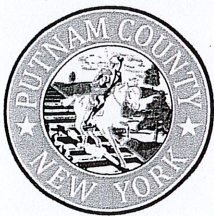
Diane:

Please find attached the requisite information for the following two items for consideration by the Physical Services Committee this month:

1. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.60 – East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY)
2. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.61 – Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY)

Please don't hesitate to contact Tommy, Joe or I with any questions you may have.

Thank you.



Alexis M. Hawley

Assistant Supervisor of Planning & Design • Putnam County Department of Purchasing and Central Services

PHONE | 845.808.1088 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

cc: all
Phys 2.12.25

Approval
#13

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$588,746 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project an providing for the administration of the Project and the municipality's first instance funding of project costs arid permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to executive any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

2025 FEB -3 PM 4:23
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

FR: A. Hawley

Diane Schonfeld

From: Alexis Hawley
Sent: Monday, February 3, 2025 3:12 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis
Subject: February Physical Services Committee Meeting - For Consideration
Attachments: PIN 8763.61 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - PEEKSKILL HOLLOW ROAD OVER PEEKSKILL HOLLOW CREEK (BRIDGENY).docx; PIN 8763.60 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - EAST BRANCH ROAD OVER HAVILAND HOLLOW BROOK (BRIDGENY).docx

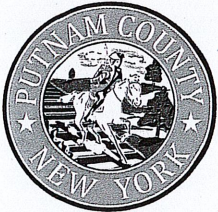
Diane:

Please find attached the requisite information for the following two items for consideration by the Physical Services Committee this month:

1. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.60 – East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY)
2. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.61 – Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY)

Please don't hesitate to contact Tommy, Joe or I with any questions you may have.

Thank you.



Alexis M. Hawley

Assistant Supervisor of Planning & Design • Putnam County Department of Purchasing and Central Services

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PUTNAM COUNTY GOVERNMENT NEW YORK

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THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



*cc: All
PWP 2/12/2025*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

*Approval
#14*

MEMORANDUM

TO: Diane Schonfeld
Legislative Clerk

FROM: Joe Bellucci *Joseph Bellucci*
Deputy Commissioner of the Department of Public Works

DATE: February 3, 2025

RE: Snow and Ice Agreement Adjustment/Calculation Worksheets for
2022/2023 & 2023/2024

2025 FEB - 3 PM 4: 23
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Attached please find the NYSDOT Municipal Snow & Ice Program Agreement Adjustment/Calculation Worksheets for Index Lump Sum Agreements for the 2022/2023 and 2023/2024 seasons along with draft Resolutions for consideration at this month's Physical Services meeting. These worksheets were developed and calculated within the terms and conditions set forth in the 5-year (2019-2024) Agreement adopted by Legislative Resolution #318- APPROVAL/AGREEMENT WITH THE STATE OF NEW YORK FOR SNOW AND ICE REMOVAL in 2019. The attached worksheets are required by NYSDOT to amend the projected amounts in the 5-year agreement and to reimburse Putnam County for said amounts.

Thank you.

JB
Encls.

From: Deputy Comm. DPW
Joseph Bellucci

cc: all
Phys

APPROVAL/ACCEPTANCE OF AMENDMENT B FOR 2022-2023 SNOW AND ICE AGREEMENT WITH NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner"); and

WHEREAS, the Agreement was for a five year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2022-2023 winter season's expenditures, an amendment to this Agreement ("Amendment B") has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

2025 FEB -3 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARNEL, NY

NYS DOT Municipal Snow & Ice Program
AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET
For Index Lump Sum Agreements
 2022/23 Snow & Ice Season

Municipality	PUTNAM COUNTY	Contract #	D014871
County	PUTNAM	Region	8
Contract LM	120.3		

2021/22 Season's Estimated Expenditure				\$1,100,269.69
%	Labor	38.77%	Materials	41.43%
Value	\$426,622.66		\$455,814.99	
			Equipment	19.80%
			\$217,832.04	

Labor*

Labor Portion of 2021/22 Season Estimated Expenditure \$426,622.66

% Labor Increase/Decrease for 2022/23 Season
 (Justification Att.) X 3.5 %

Additional/Less Labor Costs for 2022/23 \$

Labor Portion of 2022/23 Season Estimated Expenditure	\$441,554.46
--	---------------------

* Attach Municipality's certification of applicable labor cost increase

Materials

Materials Portion of 2021/22 Extension's Estimated Expenditure \$455,814.99

	% Materials	2021/22 Total Material \$	I.		2022/23 Price Per Unit	Difference (Show +/-)	II.	I. X II.
			Proportionate \$ Amount	2021/22 Price Per Unit			± ▲ %	Increase/Decrease
Salt	100%	\$455,814.99	\$455,814.99	\$ 65.76	\$ 74.35	\$ 8.59	13.06%	\$59,529.44
Sand								
Other								

Materials Portion of 2022/23 Season Estimated Expenditure	\$515,344.43
--	---------------------

Equipment

Equipment Portion of 2021/22 \$217,832.04

% Equipment Increase/Decrease for 2022/23 Season X 0%

Additional/Less Equipment Costs for 2022/23 \$0

Equipment Portion of 2022/23 Season Estimated Expenditure	\$217,832.04
--	---------------------

SUBTOTAL of Labor + Materials + Equipment	\$1,174,730.93
--	-----------------------

FIXED COSTS (fill out if necessary)

Salt Storage (Barns)	0
DTN Weather Service	0
Snow Fence	0
Other	0
TOTAL FIXED COSTS	0

2022/23 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$1,174,730.93
---	-----------------------

SUMMARY OF COSTS

	2021/22		2022/23	
	\$	%	\$	%
Labor	\$426,622.66	38.77%	\$441,554.46	37.59
Materials	\$455,814.99	41.43%	\$515,344.43	43.87
Equipment	\$217,832.04	19.80%	\$217,832.04	18.54
Fixed Costs				
TOTALS	\$1,100,269.69	100%	\$1,174,730.93	100%

A. Original Base Season Estimate from Current Agreement	\$1,162,328.81
B. 2022/23 Season Estimate	\$1,174,730.93
Increase or Decrease (B minus A)**	\$12,402.12

Estimate Recommended/Reviewed by


Resident Engineer (ACT)

Estimate Reviewed by

Putnam County
Municipality

Estimate Approved by

NYS DOT - Snow & Ice Program Manager

SUPPLEMENTAL AGREEMENT No. ___ to Contract No. D014871

This Supplemental Agreement is by and between:

The New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

PUTNAM COUNTY ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 2013 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheets and Municipal Resolution attached)
- Extending the Agreement for an additional 5-Year period (Extension No. _____ of a maximum of 3)
- Other: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: _____

For Commissioner of Transportation

Date: _____

MUNICIPALITY:

By: [Signature]

Print Name: Kevin Byrne

Title: Putnam County Executive

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On this 18th day of December, 2024 before me personally came Kevin H. Byrne to be known, who, being by me duly sworn did depose and say that he/she resides at Malone, NY; that he/she is the County Executive of the Municipality described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipality pursuant to a resolution that was duly adopted on December 18, 2019; and which a certified copy is attached and made a part hereof; and he/she signed his/her name thereto by like order.

JENNIFER L CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CA6395487
Qualified in Putnam County
My Commission Expires September 15, 2027

[Signature]
Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

Phyp 2-12-25 #15

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Diane Schonfeld
Legislative Clerk

FROM: Joe Bellucci *Joseph Bellucci*
Deputy Commissioner of the Department of Public Works

DATE: February 3, 2025

RE: Snow and Ice Agreement Adjustment/Calculation Worksheets for
2022/2023 & 2023/2024

2025 FEB - 3 PM 4: 23
LEGISLATURE
PUTNAM COUNTY
CARMEL, N.Y.

Attached please find the NYSDOT Municipal Snow & Ice Program Agreement Adjustment/Calculation Worksheets for Index Lump Sum Agreements for the 2022/2023 and 2023/2024 seasons along with draft Resolutions for consideration at this month's Physical Services meeting. These worksheets were developed and calculated within the terms and conditions set forth in the 5-year (2019-2024) Agreement adopted by Legislative Resolution #318- APPROVAL/AGREEMENT WITH THE STATE OF NEW YORK FOR SNOW AND ICE REMOVAL in 2019. The attached worksheets are required by NYSDOT to amend the projected amounts in the 5-year agreement and to reimburse Putnam County for said amounts.

Thank you.

JB

Encls.

From: Deputy Comm. DPW
Joseph Bellucci

APPROVAL/ACCEPTANCE OF AMENDMENT B FOR 2023-2024 SNOW AND ICE AGREEMENT WITH NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner"); and

WHEREAS, the Agreement was for a five year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2023-2024 winter season's expenditures, an amendment to this Agreement ("Amendment B") has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

2025 FEB -3 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

NYS DOT Municipal Snow & Ice Program
AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET
For Index Lump Sum Agreements
 2023/24 Snow & Ice Season

Municipality	PUTNAM COUNTY		Contract #	D014871
County	PUTNAM		Region	8
Contract LM	120.3			

2022/23 Season's Estimated Expenditure				\$		
%	Labor	% 37.59	Materials	% 43.87	Equipment	% 18.54
Value	\$ 441,554.46		\$515,344.43		\$ 217,832.04	

Labor*

Labor Portion of 2022/23 Season Estimated Expenditure \$ 441,554.46
 % Labor Increase/Decrease for 2023/24 Season
 (Justification Att.) **X** 3.5 %
 Additional/Less Labor Costs for 2023/24 \$

Labor Portion of 2023/24 Season Estimated Expenditure	\$ 457,008.87
--	----------------------

* Attach Municipality's certification of applicable labor cost increase

Materials

Materials Portion of 2022/23 Extension's Estimated Expenditure \$515,344.43

	%	2022/23 Total Material \$	I.		2022/23 Price Per Unit	2023/24 Price Per Unit	Difference (Show +/-)	II.	I. X II.
			Proportionate \$ Amount					± ▲ %	Increase/ Decrease
Salt	100%	\$515,344.43	\$515,344.43		\$ 74.35	\$ 75.00	\$ 0.65	0.87%	\$ 4,483.50
Sand									
Other									

Materials Portion of 2023/24 Season Estimated Expenditure	\$ 519,827.93
--	----------------------

Equipment

Equipment Portion of 2022/23 \$ 217,832.04
 % Equipment Increase/Decrease for 2023/24
 Season **X** 0%
 Additional/Less Equipment Costs for 2023/24 \$0

Equipment Portion of 2023/24 Season Estimated Expenditure	\$ 217,832.04
--	----------------------

SUBTOTAL of Labor + Materials + Equipment	\$ 1,194,668.84
--	------------------------

FIXED COSTS (fill out if necessary)

Salt Storage (Barns)	0
DTN Weather Service	0
Snow Fence	0
Other	0
TOTAL FIXED COSTS	0

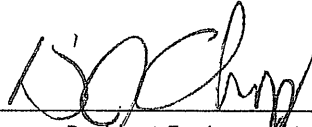
2023/24 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$1,194,668.84
---	-----------------------

SUMMARY OF COSTS

	2022/23		2023/24	
	\$	%	\$	%
Labor	\$441,554.46	37.59%	457,008.87	38.25%
Materials	\$515,344.43	43.87%	519,827.93	43.52%
Equipment	\$217,832.04	18.54%	217,832.04	18.23%
Fixed Costs				
TOTALS	\$1,174,730.93	100%	1,194,668.84	100%

A. Original Base Season Estimate from Current Agreement	\$1,162,328.81
B. 2023/24 Season Estimate	\$1,194,668.84
Increase or Decrease (B minus A)**	\$32,340.03

Estimate Recommended/Reviewed by


Resident Engineer (ACT)

Estimate Reviewed by

Putnam County
Municipality

Estimate Approved by

NYSDOT - Snow & Ice Program Manager

SUPPLEMENTAL AGREEMENT No. _____ to Contract No. D014871

This Supplemental Agreement is by and between:

The New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

PUTNAM COUNTY ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 23/24 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheets and Municipal Resolution attached)
- Extending the Agreement for an additional 5-Year period (Extension No. _____ of a maximum of 3
- Other: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: _____

For Commissioner of Transportation

Date: _____

MUNICIPALITY:

By: [Signature]
Print Name: Kevin Byrne

Title: Putnam County Executive

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On this 18th day of December, 2024 before me personally came Kevin M Byrne to be known, who, being by me duly sworn did depose and say that he/she resides at Mahopac, NY; that he/she is the County Executive of the Municipality described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipality pursuant to a resolution that was duly adopted on December 18, 2019; and which a certified copy is attached and made a part hereof; and he/she signed his/her name thereto by like order.

JENNIFER L CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CA6395487
Qualified in Putnam County
My Commission Expires September 15, 2027

[Signature]
Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

JOHN TULLY
Commissioner



cc: all
Phys 2-12-25

Approved
#16

KEVIN M. BYRNE
County Executive

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Kevin M. Byrne, County Executive
 Michele Alfano-Sharkey, County Auditor
 Thomas Feighery, Commissioner, Department of Public Works
 Michael Lewis, Commissioner, Department of Finance
 Thomas C. Lannon, Sr., Director, IT & GIS
 Michael Budzinski, PE, Director, Consumer Affairs

DATE: February 4, 2025

RE: Physical Services – 25CP01 – Software Purchase

2025 FEB - 6 PM 12:00
 LEGISLATURE
 PUTNAM COUNTY
 CARMEL, NY

Please approve the necessary resolution to authorize 25CP01 in an amount not to exceed \$150,000.

After an internal efficiency review of County Departmental operations and a 2024 New York State Comptroller's Audit, the County committed to making advancements in technology to enhance accountability, fiscal oversight and public access to Countywide services, with a specific focus on our Parks and Recreation Division and our Department of Consumer Affairs.

Consistent with that commitment, the County is reviewing and vetting several companies that could provide the comprehensive suite of services needed to achieve this objective. The County is seeking a solution for Parks and Recreation that will allow the public to review, reserve and pay for permits and events online, improving efficiency and responsibility, showcasing the County's recreational and event offerings and strengthening community engagement and a solution for Consumer Affairs that will modernize our service to contractors in the form of online license renewals, permitting, registration and inspection thereby improving the overall efficiency of the Department operations.

To offset the fiscal impact of this request, the Department of Public Works has identified three existing projects - 19CP07 (Carmel Friendship Center Renovations), 23CP12 (Board of Elections Building Renovations) and 24CP05 (New Courthouse Boiler) - that have come in under budget and whose remaining CP funding of nearly \$300,000 can be liquidated and put back into the coffers. Additionally, in 2026, once we successfully transition over to the selected software service, we will be able to cut duplicative modules and reduce our current Tyler MUNIS fiscal commitment by over \$38,000, which will help offset the new, ongoing licensing and software maintenance costs.

We respectfully request your consideration so that we may move this important initiative forward.
Thank you.

Diane Schonfeld

From: John Tully
Sent: Thursday, February 6, 2025 11:50 AM
To: Diane Schonfeld
Cc: Kevin Byrne; Michele Alfano-Sharkey; Thomas Feighery; Michael Lewis; Thomas Lannon; Michael Budzinski; Alexis Hawley
Subject: 25CP01-Software Purchase
Attachments: 25CP01 - Software Purchase.pdf

Diane,

Attached please find a capital project (CP) request for consideration of the Physical Services Committee. If approved by committee, Commissioner Lewis will follow up with the necessary budgetary amendment.

Thank You,
John



John Tully

Director • Putnam County Department of Purchasing and Central Services

PHONE | 845.808.1088 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."
