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

Monday **June 16, 2025**

(Will Immediately Follow the 6:30p.m. Rules Meeting)

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Acceptance/ Physical Services Meeting Minutes/ April 14, 2025**

4. **Approval/ Recommendations from P.C. Agricultural and Farmland Protection Board - 2025 Agricultural Inclusion of Parcels into the Putnam County Agricultural District *(The May 30, 2025 Memo was REVISED June 10, 2025)*/ Chair of the P.C. Agricultural and Farmland Protection Board Christine Nastasi**

    a. **Correspondence From: HRL Attorneys at Law, Jamie Spillane, Esq. Re- Reinmaker Farm East LLC- 2025 Applicant for Inclusion into the Putnam County Agricultural District**

5. **Approval/ SEQRA Determination/ Negative Declaration/ Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements/ Commissioner of Planning, Development & Public Transportation Barbara Barosa**

6. **Approval/ Putnam County's Proposed Public Transportation Agency Safety Plan In Conformance with and as Required by the U.S. Department of Transportation's Final Rule (49 C.F.R. PART 673)/ Commissioner of Planning, Development & Public Transportation Barbara Barosa**

7. **Approval/ Ratification of Applications Submitted for Grant Funding Through the 2025 Consolidated Funding Application Program Aimed to Improve Water Quality and Improve and Maintain Infrastructure In Putnam County/ Commissioner of Planning, Development & Public Transportation Barbara Barosa**

8. **Approval/ Budgetary Amendment 25A052/ Amend Capital Project 52405 -Putnam County Sheriff's Office Life Safety Systems Modernization/ Commissioner DPW Thomas Feighery**

9. **Approval/ Budgetary Amendment 25A055/ Planning Department/ Correct State Aid Funding Source- Through the NYS DOT Public Transportation Modernization and Enhancement Program/ Commissioner of Finance Michael Lewis**

10. **Approval/ Budgetary Transfer 25T165/ MTA Railroad Station Maintenance Costs pursuant to §1277 of the Public Authorities Law for the Period of April 1, 2024 – March 31, 2025/ To Cover Deficit Created by a Great than Anticipated CPI Factor/ Commissioner of Finance Michael Lewis**

11. **Other Business**

12. **Adjournment**

June 16th '25

#3

PHYSICAL SERVICES COMMITTEE MEETING
Historic Courthouse
Carmel, NY 10512

Committee Members: Chairman Ellner, Legislators Crowley & Jonke

Monday **April 14, 2025**
(Immediately Followed the 6:00p.m. Economic Development Mtg.)

The meeting was called to order at 6:55p.m. by Chairman Ellner and stated that Legislator Addonizio would be sitting as a Committee Member for this meeting in place of Legislator Jonke. Chairman Ellner led in the Pledge of Allegiance. Upon roll call, Legislators Crowley, Chairman Ellner were present. Legislator Jonke was absent, and Legislator Addonizio served as a member of the Committee for this meeting.

Chairman Ellner began the meeting by Making a Motion to Waive the Rules and Accept the Additional documentation for Agenda Items #s:
4 – Confidential Document from Commissioner of Planning Barosa
6 – a. & b. Minor edits to the proposed Lease
Seconded by Legislator Addonizio. All in favor.

Chairman Ellner also Made a Motion to Waive the Rules and Accept the Other Business; Seconded by Legislator Crowley. All in favor.

Chairman Ellner stated the Other Business, #7a, will be addressed after agenda item #4.

Item #3 - Discussion/ Sprout Brook Bridge & Aqueduct Road Pond Dam Projects/ Legislator Montgomery

Soil & Water Conservation District Manager Neal Tomann stated representatives from the DEC – Dam Safety Department were in attendance. He explained the County is working with an Engineering Firm, and the DEC is involved. He spoke to the triangle of communications going back and forth on this matter. He stated these efforts are going towards a solution to address repairs for the Dam. He stated the choices being considered are fixing it or decommissioning it. He stated for the record no decision has been made to date they are waiting for the report and recommendations from the Engineers. He stated once more information is provided, he will be back to provide that information.

Chairman Ellner stated the type of Dam being discussed is an Earthen Dam, which the County inherited many years ago because the taxes were not paid on the property. He stated the NYS DEC has expressed safety concerns with this Dam, and now the DEC is saying they want a steel or concrete Dam at this location. He stated the residents have voiced concerns with that.

Don Canestrari, NYS DEC Section Chief for Dam Safety, began by speaking to the letter that was issued in 2004 to Putnam County. He stated there are over 6,000 Dams in the State of New York. He stated over 560 are Class B intermediate hazard Dams, which the Dam being discussed is located in the Continental Village and is classified as. He explained a Class B Dam does not speak to the condition of the Dam it means if the Dam were to fail, what the impacts would be down stream. He stated where this Dam is located, if it were to fail, there are roads and houses that would be impacted. He stated in 2015 there was an Engineering assessment prepared by Putnam County and it identified spill way capacity issues with the structure. He stated a Class B Dam should pass a certain designed storm without over topping. He stated also in the 2015 report there was overgrown vegetation, and other deficiencies were listed, etc. He stated in 2023 the NYS DEC did an inspection. He stated their goal is to do the inspections every four (4) years. He stated the letter was issued in late 2024 to Putnam County with the findings of the Dam and where the County sits with compliance to several of the items that they were delinquent on and still exist. He stated the deficiencies from 10 years ago have gone unaddressed. He stated the owner is contacted and directed to prepare a planning schedule to rehabilitate the structure in order for the Dam to meet the safety criteria or make a plan to lower or remove the structure. He stated they have been working with Soil & Water Conservation District Manager Neal Tomann to get a plan in place to address the deficiencies that exist.

Legislator Crowley questioned when Putnam County has to have a plan in place by.

Don Canestrari, NYS DEC Section Chief for Dam Safety stated immediately. He stated the letter that was sent in 2024, requested a response from the County in 45 days with a plan schedule to rehabilitate the Dam or a plan to remove it. He stated there has been nothing received to date.

Legislator Crowley questioned if the County would incur fees or fines if a plan is not in place by a certain time period.

Don Canestrari, NYS DEC Section Chief for Dam Safety stated there is potential for enforcement if there is no voluntary compliance.

Legislator Crowley questioned DPW Commissioner Feighery as to what are the next steps that the County Plans to take.

DPW Commissioner Feighery stated it all comes down to the necessary funding. He stated they have gone through the process to secure funding. He stated in good faith the County is moving in the right direction. He stated the County is responsible for this Dam because of tax abatement. He stated in fact the County has a few properties obtained like this. He stated this will come up, there has been funding put aside for the next six (6) years to address these properties.

Chairman Ellner stated the residents are upset because there is a pond in the area of this Dam that some of the homeowners of this area are fond of and find it aesthetically pleasing. He stated so what is currently an unobtrusive Earthen Dam with a small spill way may possibly be replaced with a steel Dam that has been proposed and is projected to cost in the area of $3million and is a major construction project that would involve concrete, steel and slide gates. He stated also there are limitations to the ability to get the type of machinery that would be required to construct the work.

Soil & Water Conservation District Manager Neal Tomann stated there has not been a dollar amount projected; therefore he would like to not project cost until more feedback is received from the Engineers. He stated as Commissioner Feighery referred to the fact it is one (1) of the four (4) Dam projects that are currently in some stage of the process.

Deputy Commissioner DPW Joseph Bellucci stated the County will receive Engineer estimates from the Consultant Company for both options.

Legislator Montgomery expressed her appreciation for the information shared tonight. She stated she believes it needs to be clear for the public who were in attendance that there has been no decision made. She stated this matter was on the Physical Services Agenda just about one year ago. She stated she did one (1) site visit and that was all the information she received. She stated the process is the NYS DEC notifies the County and tells them "this needs to happen", then the County's DPW comes to the Physical Services Committee meeting and shares the information they have. She continued to speak to the topic in general terms. She stated her hope is the consultants hired will get input from the members of the public.

Legislator Crowley questioned if there are grants available that would help offset the expenses.

Soil & Water Conservation District Manager Neal Tomann stated most of the funding available is for Class C Dam s, which are Dam s that if malfunction have a potential loss of property and life. He stated this Dam being discussed is a Class B. He continued to speak about the ever changing construction and its effects on the Dam classifications.

Chairman Ellner requested confirmation if a consultant has been hired and if so, how long before receiving a report.

Deputy Commission DPW Joseph Bellucci confirmed a consultant has been hired.

Soil & Water Conservation District Manager Neal Tomann stated yes the report from the consultant would be received within a 2-3 month period. He stated the consultant is in place, the

County has a dedicated Engineering firm and a Field Agent and a dedicated Engineer. He stated all of the professionals are in place who need to be communicated with.

Legislator Montgomery stated she believes it would be a great help to the residents to be contacted with the information pertaining to the different visits made to the Dam area by the professionals. She stated she would be happy to help spread the word. She stated this is where the concern came from the residents. She explained the residents saw people at the Dam site, but did not have any information as to what was going on.

Soil & Water Conservation District Manager Neal Tomann stated he understands. He stated it is difficult to stick to a schedule because a lot of it is weather dependent. He stated that he is aware that the residents who abut the Dam were notified. He stated that he will work on providing notification.

Legislator Montgomery stated she would not recommend taking the least expensive option. She stated this is something the people in the community value and it is a natural resource.

Chairman Ellner confirmed his agreement and stated it is a quality of life issue.

Kathie Kourie, Resident of Continental Village for 45 years. She stated the pond referenced was appreciated by the local Indians who came before any of us. She stated if anyone is to blame about the risk of flooding downstream, that would be the Building Inspector who approved the building downstream. She spoke to her lack of understanding in the approximate amount of money quoted that the project could cost, and as far as putting a fence around the pond it would interfere with the animals who go there to drink water. She questioned the NYS DEC Representatives if there is an alternate solution to refurbishing the Dam . She stated her hope is that a solution can be found that will not destroy the existing ecosystem and the ability of the residents to enjoy it.

Legislator Crowley stated she believes it is good that they have people involved now that are moving the process forward.

Kathie Kourie, Resident of Continental Village stated they are talking about putting a fence around the pond, she believes they need to come up with a better idea. She stated they pay higher taxes than anyone else in Philipstown and they have a couple of little water features, and they treasure them.

Legislator Montgomery questioned if the DEC would allow improvements to be made to Earthen Dams.

Don Canestrari, NYS DEC Section Chief for Dam Safety stated they do. He stated in 2024 in the NYS DEC Bond Act, the Water Quality Improves Project had funds available for Class B & C Dam s. He stated if it is offered again it would be during the Spring and it is a short window.

Chairman Ellner facilitated further broad based discussion on the topic of grant funding.

Don Canestrari, NYS DEC Section Chief for Dam Safety stated he would recommend that last year's grant be reviewed and see if Putnam County can meet the criteria, and if so apply for it, if it is made available this year.

Legislator Crowley questioned if there is a match required.

Don Canestrari, NYS DEC Section Chief for Dam Safety stated he believes last year was a 25% match.

Legislator Crowley requested that Commissioner Feighery look into that.

Legislator Montgomery requested the Sprout Brook Bridge portion of this agenda item be addressed. She stated it is another project in Continental Village. She stated she has heard the project is on target. She stated it has been a big concern to the folks of that area. She stated some of her constituents have reached out to her and have expressed frustration with the speeding and not feeling safe.

Commissioner DPW Thomas Feighery stated there has been great communication with all the stake holders as far as the construction. He stated these matters come down to enforcement issues. He stated the speeding referred to is being done by the people who live in the area, it is not a cut through. He stated they are working with the Sheriff's Office and have requested extra patrols. He explained there have been 24-hour patrols and have contacted surrounding agencies, the State Police on the Western side of the County, because a lot of the speeding comes from the Southern side. He stated people will start getting tickets.

Paula Clair, 162 Gallows Hill Road, Garrison, spoke to the Dam topic. She stated she would be more in favor of fixing the Dam, than not fixing it. She stated she too is concerned about the animals, as her fellow residents spoke to and she is concerned about the nature of their neighborhood. She stated her house is on a hill and the Dam is located above her. She stated that she has noticed a lot of erosion in the past year. She stated she believes it is as a result of the spillage of the Dam. She stated she is concerned and would like to see something done, one way or another.

Howard Rolls Partner of Paula Clair, 162 Gallows Hill Road, Garrison, stated the first culvert is located right at the corner of their property. He stated his hope is that the residents can be part of the process. He elaborated on that.

Commissioner of DPW Thomas Feighery stated the job of the County is to pull all data together and present options and send that to the NYS DEC.

Chairman Ellner stated at which time the NYS DEC will sign off on the plan that will satisfy their requirements.

Commissioner of DPW Thomas Feighery stated that is correct.

Chairman Ellner thanked everyone for their participation in this discussion.

Item #7 - Other Business

a) Verbal Update/ Commissioner DPW Thomas Feighery – Fair Street Project

Chairman Ellner stated this item was added to this agenda in response to requests from the residents who have reached out with serious concerns regarding the egress from the Kings Grant Condominium complex onto Fair Street. He stated there is also an issue with a temporary emergency exit road within the complex that was supposed to be opened. He explained the residents of the complex were told they would be able to use it temporarily during the construction. He stated the residents of the complex were also told that there would be Flag People during certain hours at both of the locations of the complex, and that is not happening. He stated that he was informed that the Town of Carmel also has responsibility on this. He requested Commissioner Feighery provide any information he has.

Commissioner of DPW Thomas Feighery began by stating every project has its challenges. He stated that when the County receives negative feedback he responds. He stated that he did meet with the Town of Carmel. He stated he was informed that the egress (emergency road) was never supposed to be part of a detour route. He stated it is emergency access that is controlled by the Carmel Fire Department and the Town of Carmel.

Chairman Ellner stated that is not the information the residents had.

Commissioner of DPW Thomas Feighery stated this is the hardest part of the project, and he spoke to those items contributing to that fact. He stated the project will progress and things should get better. He stated Assistant Chief Hooten from the Carmel Fire Department lives in Kings Grant and has been asked to reach out to the County if there is a problem. He stated for the record, the Flag Persons on this road project are the best he has ever seen. He stated there

have been problems that have arisen, and they have all been addressed. He listed as an example there was a water main break, and it was fixed within two (2) hours. He stated the projection of the road work is to be past the Kings Grant Entry/Exit within the next 1.5 weeks.

Kings Grant Resident, Anthony DeRosa stated they are looking for the Town of Carmel to temporarily open the emergency access road. He stated he agrees the Flag People on the Fair Street job are great. He stated the residents who live on Wainwright Drive, which is where the emergency access leads to, have been causing resistance to the opening of the emergency access road. He stated when this first began the Kings Grant representatives contacted the Town of Carmel Supervisor Mike Carnazzà and requested the emergency access road be temporarily opened while the Fair Street construction project is going on. He stated Carmel Supervisor Carnazza agreed and gave permission. He stated then Carmel Supervisor Carnazza started getting complaints from the residents who live on Wainwright Drive, so he had the emergency access road closed.

Kings Grant Resident, Sharon DeCoursey, stated she is a working mother. She stated since the Fair Street Road work has started her child, who she takes to school, is late at least two (2) times a week. She stated the earlier she leaves in the morning sooner than her normal departure time of 7:30 – 7:45a.m., the traffic to get out of the Kings Grant Exit is worse. She continued to speak to her frustrations with the current situation. She requested the County to step in and work with the Town of Carmel and get the secondary exit (emergency access road) opened.

Legislator Crowley questioned if the County has received feedback from the Schools in regard to the School Bus schedules, and have they had to readjust their schedules as a result of the Fair Street congestion.

Kings Grant Resident, Sharon DeCoursey, stated that she is not aware of that. She stated however, at 8:10a.m. the line for the students being dropped off to school is still a very long line.

Chairman Ellner stated he drives his kids to the George Fisher Middle School and stated he has noticed that as well. He stated the hope here is to find a potential solution to address these matters.

President of the Kings Grant Homeowners Association Barry DeCoursey stated approximately five (5) years ago the complex was paved. He stated when the job reached the entrance, Carmel Supervisor Carnazza was contacted. He stated they requested and were granted permission to open the emergency access road for three (3) days. He stated a resident on Wainwright Drive complained and made complaints to the Town of Carmel. He stated the point of sharing that information is to support the fact that in 2022 when the Town of Carmel came to the Kings Grant Association regarding the, at that time proposed Fair Street Road project, regarding the common

easement for the sidewalks, it was at that time the Kings Grant Association Members requested if they run into a situation, like what is happening now, they would be permitted to use the back entrance (emergency access road). He stated he is aware that the County's Highway Department received a copy of that letter requesting that, which also stated the County and Town of Carmel would deal with the residents on Wainwright Drive. He stated in the end of February of 2025 Supervisor Carnazza was contacted and told the plan was to open the emergency access road because of extended backups at the main entrance/exit onto Fair Street. He stated they have been transparent, and adhering to the agreement that was made. He stated now the Kings Grant Association is being threatened to be brought into court. He stated they have spent approximately $10,000 thus far, related to a matter that was agreed upon between the Town of Carmel and the County. He stated the emergency access road has been closed now. He continued to speak to their recognition of the fact that this project is a challenge for many people. He continued to speak about their challenges. He stated he believes some open dialogue would help in resolving this.

Legislator Addonizio questioned Commissioner Feighery as to if there is someone the County can contact to request the emergency access road be opened temporarily.

Commissioner DPW Thomas Feighery stated the authority for the emergency access road falls with the Carmel Fire Department and the road itself is the Town of Carmel's property and it feeds out to a Town road.

Legislator Addonizio questioned President of the Kings Grant Homeowners Association Barry DeCoursey if they have contacted the Town of Carmel Fire Department.

President of the Kings Grant Homeowners Association Barry DeCoursey confirmed they have. The contacts at the Town of Carmel Fire Department reply to them by saying if the Town of Carmel is saying you have to have it closed, then that is the final decision. He continued to speak to actions the Fire Department is telling them to take, which they are not comfortable in taking, in terms of securing the fence at the emergency access road.

Legislator Birmingham recommended the residents of Kings Grant contact the Town of Carmel Boad members, to see if they have some suggestions.

Chairman Ellner offered a suggestion of requesting access to the emergency access road during certain times of the day.

President of the Kings Grant Homeowners Association Barry DeCoursey stated opening up the emergency access road at 7:00a.m. to 10:00a.m would accommodate those folks who have time restraints, commuters, school kids, and seniors.

Legislator Montgomery requested clarification on the challenges. She concluded by recommending that possibly the County and the Town would share the cost of a crossing guard during the hours specified.

President of the Kings Grant Homeowners Association Barry DeCoursey stated in the letter and agreement referenced from 2022 that was part of the agreement.

Commissioner DPW Feighery stated his opinion that adding a crossing guard, could throw off the balance of the construction companies Flag People. He stated he agrees with Legislator Birmingham that the residents of Kings Grants should attend the Carmel Town Board Meeting and talk to the Council people directly.

Brett Yarris, Resident of Carmel stated he hears the core of this problem is the lack of communication. He stated that he believes the Contractor doing the Fair Street job is doing a phenomenal job. He stated and the members of the County's DPW department explained some of the complexities of this project to him recently, and he complimented them on the work they are doing. He stated it sounds as though those who have the authority to do something are not in the room. He questioned if the Legislature could request the Town of Carmel Board Members come to the County and provide the answers to these questions.

Chairman Ellner stated the Legislature could do that and so could the members of the DPW. He stated he will defer to Commissioner of DPW Feighery and Deputy Commissioner Bellucci because they are in the weeds with this project.

Commissioner DPW Thomas Feighery stated he will reach out to the Town of Carmel and will also touch base with the contractor and share feedback from what was discussed.

Chairman Ellner thanked everyone for their participation in the discussion of this important matter.

Item #4 - Discussion/ Chairperson of the Legislature's Approval to the Putnam County Agricultural and Farmland Protection Board (AFPB)/ Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa

Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa introduced the newly appointed Chair of the Agriculture and Protection Board Christine Nastasi.

Chairman Ellner congratulated and welcomed Christine Nastasi.

Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa stated at the same meeting where AFPB Chair Nastasi's appointment was confirmed the board addressed a request from Legislative Chair Sayegh to make recommendations from a list of applicants to fill the two (2) AFPB vacancies.

Chairman Ellner questioned Senior County Attorney Abissi about one of the applicants who was involved in litigation with the County. He requested confirmation that said applicant was given full and due consideration and wanted clarification that there was no restriction against said applicant.

Senior County Attorney Heather Abissi confirmed no restrictions were applied to said applicant. She referred more specific questions to Legislator Crowley, who serves as liaison for the Legislature. She stated that she was not present at the AFPB meeting, but knows that Legislator Crowley was.

Legislator Crowley stated she and Commissioner Barosa recorded the entire meeting on Teams, and the recording is available upon request. She explained it was stated and approved by the Law Department, if said applicant was chosen that individual would have to recuse themselves from a vote until the pending lawsuit was done and recuse themselves from votes regarding their own parcel (which was clarified later, is the case with all of AFPB Members).

Chairman Ellner thanked them both for their confirmation and clarification on the process. He requested Commissioner Barosa continue.

Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa stated there was a vote taken on the applicants via a secret ballot. She stated two (2) of the applicants received 8 votes and one of the applicants received two (2) votes.

Chairman Ellner stated he would like the County Law Department to weigh in on whether or not there are issues in naming the new appointed members.

Senior County Attorney Heather Abissi stated she does not see any restrictions.

Chairman Ellner confirmed and then requested that Commissioner Barosa provide the names of the two (2) applicants who received the majority of votes.

Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa stated they were Elizabeth Ryder, filling the vacancy of a "Farmer Rep." on the AFPB and Joni Lanza filling the vacancy of a "Farmer/Agribusiness Rep."

Legislator Crowley stated she is happy to see we are making progress, and this board is moving forward.

Chair of the Agriculture and Protection Board Christine Nastasi stated she would like to clarify that she was not appointed to her position she was elected by the AFPB. She continued

providing clarification on the process of selecting the members of the AFPB. She stated the Chairperson of the Legislature, currently Legislator Sayegh, appoints to fill the vacancies and requests the AFPB make their recommendations.

Legislator Crowley stated that Chairwoman Sayegh wanted all the Legislators to have an opportunity to provide their feedback on this matter, and that is why this discussion item was placed on this agenda. It was unfortunate that due to a calendar conflict Chairwoman Sayegh was unable to attend. She stated Chairwoman Sayegh will make her appointments to the vacancies via a memorandum to the AFPB, as was done by the Chairperson in 2024.

Arielle Honovich, AFPB Applicant and Resident of Patterson, stated she is happy to see there is movement in this process. She stated that she has been in attendance at all the AFPB meetings for almost a year, and attended many, many Legislative meetings bringing her two (2) year old with her. She stated that she believes she was a qualified candidate. She continued to list the reasons she believed made her a qualified candidate for the AFPB.

Cassandra Roth, from Patterson began by stating she believes all the applicants are qualified to be members of the AFPB. She stated she conducted her review of the past minutes and recalled that it was suggested to try to have members that are from all the areas of the County. She stated there is no AFPB Member from the Town of Patterson. She spoke to her support of the applicant, Arielle Honovich.

Legislator Montgomery requested clarification on the number of AFPB Members permitted.

Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa stated there are specific members that are ex-officio members of the AFPB: Commissioner of Planning, Director of Real Property, Chair of Soil & Water Conservation Districts Board of Directors or an employee of the County's Soil & Water Conservation District (S&WD) designated by the Chairperson of the S&WD, a member of the County Legislative Body, and Cornell Cooperative Extension Agent.

Chair of the Agriculture and Protection Board Christine Nastasi stated the AFPB must consist of at least four (4) active farmers, at least one member of such board shall represent agribusiness and one member may represent an organization dedicated to agricultural land preservation. She stated the six members of the board shall reside within the county which the respective board serves.

Chairman Ellner confirmed that the total number of AFPB Members is 11.

Chair of the Agriculture and Protection Board Christine Nastasi stated that is correct. *(Per NYS Agriculture & Markets Law Chapter 69, Article 25-AA, §302 (1)(a)).*

Cassandra Roth, from Patterson questioned where she can find the recordings from the AFPB meetings.

Legislator Crowley stated her plan is to bring that up at the next AFPB meeting. She stated she would like to have included in the AFPB Bylaws that the meeting recordings be on the County Website. She stated she believes if a FOIL request is submitted that Ms. Roth could obtain a copy of the last AFPB meeting.

First County Attorney Heather Abissi confirmed that was correct, and that a FOIL request would need to be submitted.

Chairman Ellner stated Director of IT/GIS Lannon was present. He requested his confirmation that the recordings from the AFPB meetings could be posted on the County Website.

Director of IT/GIS Thomas Lannon stated that would be a simple process and could be done in approximately 15 minutes. He stated Legislator Crowley mentioned she has the recording of the last meeting. He requested she send a copy to him and he will see that it is posted on the County Website.

Legislator Crowley stated she would do that. She stated however she would like to have it added to the Bylaws of the AFPB.

Cassandra Roth, from Patterson, stated she thinks that would be great to move forward and do that but for now she believed the recording should be made accessible to those who are interested but were unable to attend an 11:00a.m. meeting during a weekday.

Legislator Montgomery stated the wording in the NYS Agriculture & Markets Law Chapter 69, Article 25-AA, §302 (1)(a) uses the work "shall consist of eleven members…". She stated her interpretation of the word "shall" does not read "not more than".

Chair of the Agriculture and Protection Board Christine Nastasi stated Jeffery Kehoe, the NYS Ag and Markets contact told her that all the Ag Boards he is aware of have 11 members.

First County Attorney Heather Abissi stated Mr. Kehoe is not an attorney. She stated for clarification any legal questions pertaining to Ag and Markets need to be directed to the Counsels office for Ag and Markets.

Legislator Crowley requested that Commissioner Barosa send a memo to Director IT/GIS Lannon formerly making the request that the AFPB meeting recording be posted.

Legislator Addonizio stated her agreement with Legislator Montgomery in that further research should be done regarding the law and its use of the word "shall" pertain to the 11-member board.

Chair of the Agriculture and Protection Board Christine Nastasi questioned Legislator Montgomery as to how many members she would like on the AFPB.

Legislator Montgomery stated she does not have a want, but she is hearing there may be an interest in putting more people on the AFPB.

Chair of the Agriculture and Protection Board Christine Nastasi spoke to the explanation that she was given for the current breakdown of ex-officio vs board members.
First County Attorney Heather Abissi stated there is a specific balance to favor the farmers. She continued to speak to this. She stated in conclusion that there is room for subcommittees to be formed for different purposes. She stated the Bylaws allow that.

Chair of the Agriculture and Protection Board Christine Nastasi stated historically there are more vacancies than applications for the AFPB.

Chairman Ellner facilitated further discussion.

Brett Yarris, Resident of Carmel, stated he lives in the Town of Carmel and technically in the Hamlet of Carmel, which at times feels underrepresented. He stated the members of the AFPB represent just three (3) Towns: Putnam Valley, Southeast, and Philipstown. He stated that it leaves out half the County. He stated the Town of Patterson has one of the biggest farms and is not represented by a member on the AFPB. He stated that he hopes the Legislature considers the importance of representation with decision making bodies that affect the entire County.

Chairman Ellner expressed his appreciation for the statements made by Mr. Yarris. He requested if there were any members of the committee or the legislature who had a problem with him sending a memo to Chairwoman Sayegh stating this matter was discussed and there were no problems with any of the applicants. He confirmed there were no comments.

Item #5 - Approval/ Capital Projects – 25CP02/ Programmatic Building Management Systems Upgrades/ Commissioner DPW Thomas Feighery
START EDITS
Chairman Ellner requested Commissioner DPW Feighery speak to this item.

Commissioner DPW Thomas Feighery stated the two (2) buildings that have been identified that need the most work are the County Office Building and the Corrections Facility. He stated both of the locations Building Management Systems have aged out and will be obsolete in 18 months. He stated this needs to be done.

Chairman Ellner stated the requested amount for 25CP02 is not to exceed $162,000.

Chairman Ellner made a motion to Approve Capital Projects – 25CP02/ Programmatic Building Management Systems Upgrades; Seconded by Legislator Crowley. All in favor.

Item #6 - Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course/ Commissioner of Planning, Development and Public Transportation Barbara Barosa

Chairman Ellner stated that the Additional for these items were accepted at the beginning of the meeting. He explained what was presented in the "Additional" items, were minor revisions: On page 1 of the lease – it was changed from 2611 sq ft to 2611.35 sq ft., and on the exhibits, the

attached Site Plan drawings Page C-3, the dimensions of the fenced area have been updated to be consistent with the above 2611.35 sq ft. He stated also the Resolutions for this item in the second WHEREAS clause has been amended to remove the wording "designed to resemble a tree,".

Commissioner of Planning, Development and Public Transportation Barbara Barosa stated agenda item #6a – is a resolution to conclude the environmental review combined with the approval of the lease agreement and approving the Monroe Balancing Test excluding this project from local land use.

Chairman Ellner requested a brief explanation be provided to explain what the Monroe Balance Test is.

Commissioner of Planning, Development and Public Transportation Barbara Barosa stated this came about because of a Court case County of Monroe v. City of Rochester. She stated it is a way to determine if an upper level agency is exempt from a lower level agency's regulations.

Legislator Crowley stated that it is a project that has been pending for a long time. She stated this location is in her Legislative District. She questioned if there has been a hearing on this and heard from the members of the public.

Director IT/GIS Thomas Lannon stated they have not, but it is back to the original position, at which time there was a public hearing with the Town of Carmel. He explained since they are invoking the Monroe Balance Test, that it is not needed.

Legislator Crowley stated that she understands that, and she needs to take care of her people while understanding the importance of safety. She questioned why they are no longer trying to make the tower look like a pine tree.

Director IT/GIS Thomas Lannon stated because the Tower will be 160 feet and there will be microwave equipment that will need to go on the Tower.

Legislator Crowley replied that she understands the importance.

Legislator Montgomery questioned how many more Towers will be put up.

Director IT/GIS Thomas Lannon stated there is one for the Piano Mountain extension, which should be progressing quickly and the Philipstown Tower.

a. Approval/ SEQRA Negative Declaration/ Approval Lease Agreement/ Land Use Zoning Exemption for the Facility

Chairman Ellner made a motion to Approve as Revised the SEQRA Negative Declaration/ Approval Lease Agreement/ Land Use Zoning Exemption for the Facility; Seconded by Legislator Crowley. All in favor.

b. Approval/ Parkland Alienation – Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course

Commissioner of Planning, Development and Public Transportation Barbara Barosa stated this is a resolution to request that the Legislature has permission to file the paperwork with the State for Parkland Alienation. She stated they are aware that a swap needs to be done and there are several parcels being considered.

Legislator Birmingham questioned if the land swap information must be done first.

First County Attorney Heather Abissi stated she believes the land would need to be designated, but she does not believe it has to be done in advance.

Chairman Ellner made a motion to Approve as Revised - Parkland Alienation – Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course; Seconded by Legislator Crowley. All in favor.

Item #8 - Adjournment

There being no further business at 8:40P.M. Legislator Crowley made a motion to adjourn; Seconded by Chairman Ellner. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

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

-REVISED-

AGENDA

PHYSICAL SERVICES COMMITTEE
TO BE HELD IN HISTORIC COURTHOUSE
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
(Chairman Ellner and Legislators Crowley & Jonke)

Monday **April 14, 2025**

(Will Immediately Follow the 6:00p.m. Economic Development)

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Discussion/ Sprout Brook Bridge & Aqueduct Road Pond Dam Projects/ Legislator Montgomery**

4. **Discussion/ Chairperson of the Legislature's Approval to the Putnam County Agricultural and Farmland Protection Board (AFPB)/ Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa**

5. **Approval/ Capital Projects – 25CP02/ Programmatic Building Management Systems Upgrades/ Commissioner DPW Thomas Feighery**

6. **Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course/ Commissioner of Planning, Development and Public Transportation Barbara Barosa**

    a. **Approval/ SEQRA Negative Declaration/ Approval Lease Agreement/ Land Use Zoning Exemption for the Facility**

    b. **Approval/ Parkland Alienation – Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course**

7. **Other Business**
    a. **Verbal Update/ Fair Street Road Project/ Commissioner of DPW Thomas Feighery**

8. **Adjournment**

cc: all Phys 6-16-25 Reso APPROVAL #4

Putnam County Agricultural and Farmland Protection Board

841 Fair St, Carmel, NY 10512

MEMORANDUM

2025 JUN 10 PM 4:57
LEGISLATURE
PUTNAM COUNTY
CARMEL, N.Y.

Date: May 30, 2025
REVISED: June 10, 2025 (Final)
To: Diane Schonfeld, Putnam County Clerk of the Legislature
From: Christine A. Nastasi, Chair of the Putnam County Agricultural and Farmland Protection Board
TallOaksNY@gmail.com
Re: 2025 Agricultural District Inclusion Recommendations

The Agricultural and Farmland Protection Board received 11 applications during the April 2025 Agricultural District inclusion period. Site visits were conducted during May 2025 and the PC AFPB met on May 21 to vote on the applications. The members present were: Ruby Koch-Fienberg, CCE Agent; Erin Crowley, County Legislator; Barbara Barosa, County Planning Commissioner; Trish McLoughlin, County Director of Real Property Taxes; Christine A. Nastasi, farmer; Nicole Scott, farmer; Joni Lanza, farmer; Fred Finger, farmer; Elizabeth Ryder, farmer; Dave Vickery, farmer.

The results were:

1. **Artemis Farm**, 111 Brewster Hill Rd, Brewster, Town of Southeast
   Christophe Landon
   Parcel # SE 57.-2-47 (71.56 acres)
   Parcel # SE 57.-2-46.1 (67.26 acres) Total acreage: 138.82
   ***These parcels are already in the Agricultural District, therefore no vote was necessary.**

2. **Barn Dog Farm**, 51 Ridgebury Rd, Brewster, Town of Southeast
   Wendy Janesky
   Parcel # 80.-1-3.1 (28.01 acres)
   Parcel # 80.-1-3.2 (32.48 acres)
   Parcel # 80.-1-3.3 (5.00 acres) Total acreage: 65.49

   Principal operation: Equine, Hay
   The property is in development for use as a commercial boarding stable. The barn, indoor arena, outdoor arena, paddocks, employee quarters and maintenance sheds are under construction with an anticipated completion date of the summer of 2025. There are no horses on the property.
   Hay is currently grown on the 5-acre parcel.

   (+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (8 yes; 2 no).

3. **Big Red Barn Farm**, 221 Oscawana Lake Rd, Putnam Valley, Town of Putnam Valley
   Joey Mancuso
   Parcel # 72.16-1-1 (67.05 acres) Total acreage: 67.05

   Principal Operation: Equine
   The property currently boards 10 horses. There are several paddocks. Riding trails are throughout the property.

   (+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

4. **Bowen Farm**, 184 Bowen Rd, Carmel, Town of Kent
   Robert Rudemyer, Jr,
   Parcel # 12.-3-71 (26.73 acres) Total acreage: 66.73
   Parcel # 22.-1-15 (40 acres), rented, in Agricultural District already.

   Principal Operation: poultry (eggs), goats (meat), hay
   The farm breeds Boer goats for meat production, raises chickens for egg production (about 1,000 dozen per year) and harvests approximately 2,000 bales hay for sale. Future plans include acquiring sheep and producing goat milk soap for local markets.

   (+) The PC AFPB voted to **recommend** Parcel # 12.-3-71 (26.73 acres) of this application for inclusion into the Agricultural District
   (10 yes; 0 no).

5. **Clara Patunga**, 35 Canopus Hollow Rd, Putnam Valley, Town of Putnam Valley
   Andrew Wulkan
   Parcel # 72.12-1-6 (1.70 acres) Total acreage: 1.70

   Principal Operation: orchard, apiary, cash crop (vegetable)
   The farm is a start-up operation. Fruit trees and berry bushes have been planted, as well as vegetable beds. Several hives are present. Mr. Wulkan has the educational and experiential background to run a successful farm; however the majority of the Board feels the farm is not yet viable agricultural land.

   (X) The PC AFPB voted to **not recommend** this application for inclusion into the Agricultural District (2 yes; 7 no; 1 abstention).

6. **Cucumber Hill Farm**, 50 Mill St, Putnam Valley, Town of Putnam Valley
   Justin Baker
   Parcel # 84.-2-41 (28.85 acres) Total acreage: 28.85

   Principal Operation: poultry (eggs), apiary, cash crop (vegetable)

The farm houses approximately 200-400 chickens and ducks. To practice regenerative farming, the grazing areas are rotated. Using the deep litter bedding method aids in composting, as does local food scrap collection. The farm has begun mushroom cultivation trials.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

7. **Lobster Hill Farm**, 300 Foggintown Rd, Brewster, Town of Southeast and Town of Patterson
   Jessica Jarrett
   Parcel # 35.-1-10 (56.13 acres) Southeast
   Parcel # 35.-4-56 (22.49 acres) Patterson Total acreage: 78.62

   Principal Operation: poultry (meat and eggs), livestock (pigs), goats (meat and dairy)
   This is a regenerative farm raising pastured protein (goats, pigs, chickens) that practices rotational grazing, which helps with invasive species mitigation.

   (+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

8. **Mother & Daughter Farm**, 187 Tammany Hall Rd, Patterson, Town of Patterson
   Peter Clarke
   Parcel # 34.-3-1.41 (15.50 acres) Total acreage: 15.50

   Principal Operation: poultry (eggs), horticulture/greenhouse, Christmas Trees, nursery
   None of the Principal Operations listed above were observed. Mr. Clarke does buy slips of Arborvitae at wholesale and sells them direct to consumers.

   (X) The PC AFPB voted to **not recommend** this application for inclusion into the Agricultural District (0 yes; 10 no).

9. **Reinmaker Farm East** 122 Federal Hill Rd, Brewster, Town of Southeast
   Harold Lepler
   Parcel # 58.-1-34.2 (107.50 acres) Total acreage: 107.50

   Principal Operation: Equine
   Mr. Lepler previously operated Reinmaker Farm on Joe's Hill Rd, Brewster. His application states Reinmaker Farm East will be a breeding farm. Mr. Lepler's experience leaves no doubt that this would be a successful endeavor, however, there is no infrastructure in place (barn, run-in shed, paddocks) and no horses on the property.

   (X) The PC AFPB voted to **not recommend** this application for inclusion into the Agricultural District (1 yes; 9 no).

10. **Rush Family Farm**, Rush Dr, Putnam Valley, Town of Putnam Valley
Frank Rush
Parcel # 83.20-1-6 (33.00 acres) Total acreage: 33.00

Principal Operation: Christmas Trees
Mr. Rush has planted 250 Fir and Spruce seedlings and will continue to do so for the next 8-9 years to maintain the projected harvest of approximately 200+ trees per year.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

11. **White Oak Apiary**, 91 Brewster Hill Rd, Brewster, Town of Southeast
Michael Bruen
Parcel # 57.-2-46.2 (1.14 acres) Total acreage: 1.14

Principal Operation: cash crop (vegetable), orchard, apiary
The farm consists of several hives, vegetable beds, berry bushes and fruit trees. This application will incorporate a new parcel into an existing Agricultural District enterprise, located on Gage Rd, Brewster where Mr. Bruen has additional hives and processes the honey there. He is requesting inclusion in order to set-up a farm stand to sell his products.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (9 yes; 0 no; 1 abstention).

Total acreage of applications:	604.40
Total acreage recommended for inclusion:	300.88

Cc: Members of the PC AFPB at their respective email addresses
Diane Schonfeld at putcoleg@putnamcountyny.gov

#4

(1.)

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Christophe Landon

Farm Name: Artemis Farm Brewster

Mailing Address: 111 Brewster Hill rd

10509 Brewster, NY

Farm Address:

Town farm is located in Southeast, NY

Email: clandon@landonviolins.com

Daytime Phone:

Cell Phone: 917 330 4084

2025 APR 25 AM 10: 5

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Emergency Contact:

Landline Phone:

Cell Phone: 917 847 6695

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
138	60	
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☒ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☒ $10,000 to $49,999	☐ $10,000 to $39,999
☒ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☒ Orchard (fruit)	☐ $100,000 to $199,999	☒ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☒ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☒ Livestock (type: goats)		
☒ Equine		
☐ Horticulture/Greenhouse		
☒ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
SE 57.-2-47	Town of Southeast	69.404	own
SE 57.-3-17	Town of Southeast	68.403	own
Parcel does not exist per Trish			

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

selling organic eggs (chicken,duck,quail)
selling organic fruits and vegetables
selling organic maple syrup
Boarding horses

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☑ No
* Identify any outstanding Town/County/State Violations:_____
* List any Deed Restrictions or Easements:_____
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☑ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: 4/24/25

Print Name: Christophe Landon Are you the landowner? ☑ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: CHRISTOPHE LANDON

Farm Name: ARTEMIS FARM

Mailing Address: 87 BREWSTER HILL ROAD

Farm Address: 87 BREWSTER HILL ROAD

Town farm is located in SOUTH EAST, NY

Email: CLANDON@LANDONVIOLINS.COM

Daytime Phone: 9173304084

Cell Phone: 9173304084

Emergency Contact:

Landline Phone: _____ Cell Phone: _____

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:

Principal Farm Operation (check all that apply)	Estimated Annual Gross Farm Income (check one)	Capital investment over Past 8 Years (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☒ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☒ Livestock (type: GOATS)		
☒ Equine		
☒ Horticulture/Greenhouse		
☒ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☒ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
57.-2-46.1	BREWSTER	67.26	OWN

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

HORSE BOARDING
FARMING
GOATS

* Is this property currently receiving Agricultural Assessment? ☒ Yes ☐ No
* Identify any outstanding Town/County/State Violations:_____
* List any Deed Restrictions or Easements:_____
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☐ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: April 25 2025

Print Name: CHRISTOPHER LARDON Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

#4
(2)

HRL
HOGAN, ROSSI & LIGUORI
ATTORNEYS AT LAW

John J. Hogan
Donald M. Rossi
Michael T. Liguori*

Nancy Tagliafierro*
Jamie Spillane*†
Scott J. Steiner
Brendan J. Liberati*

Of Counsel
Bonnie N. Feinzig

* Also Admitted in CT
† Also Admitted in NJ

April 24, 2025

VIA FEDERAL EXPRESS OVERNIGHT COURIER
Hon. Amy E. Sayegh, Chairwoman
Putnam County Legislature
40 Gleneida Avenue
Carmel, New York 10512

Re: Application for Addition of Land to Existing Agricultural District
Property: 76 Hickory Ridge, 35 Hickory Ridge and 51-55 Ridgebury Road

Dear Chairwoman Sayegh:

This firm represents Barndog LLC, the owner of the above-described Property. Submitted herewith is the LLC's Application for Addition of Land to an Existing Agricultural District. The Application seeks to include the Property in Putnam County Agricultural District 1.

As set forth in the enclosed Application, the Property, which consists of approximately 65.49 acres in the Town of Southeast, is approved for the commercial boarding of forty-two horses and operates under the name "Barn Dog Farm." As such, inclusion of the Property within the existing Agricultural District would further the County's purpose of conserving and protecting agricultural land and encouraging the maintenance and development of open space for agricultural use.

In support of this request, a description of the operation, a copy of the site plan and photographs showing the site as constructed are attached herewith. I have enclosed ten copies as the application does not indicate how many copies are required and I have not, as of yet, received a response from Mr. Tomann.

Thank you very much, and we look forward to your Board's consideration of the enclosed Application. Of course, if you have any questions regarding any aspect of the foregoing, or desire any additional information, please do not hesitate to contact me.

Sincerely,
Hogan, Rossi and Liguori

By: _____
Jamie Spillane, Esq.

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Barndog LLC

Farm Name: Barndog

Mailing Address: 2725 Blue Cypress Lane
Wellington, Florida 33414

Farm Address: 76 Hickory Ridge
35 Hickory Ridge
51-55 Ridgebury Road
Brewster, New York 10509

Town farm is located in Southeast

Email: c/o Hogan, Rossi & Liguori
jspillane@hrllawyers.com

Daytime Phone: 845-279-2986

Cell Phone:

Emergency Contact:

Landline Phone: _____ Cell Phone: 203-470 9343

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:

Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☒ $200,000 to $499,999	☒ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☒ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☒ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
80.-1-3.1	Southeast	28.01	Own
80.-1-3.2	Southeast	32.48	Own
80.-1-3.3	Southeast	5	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

See attached.

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: None
* List any Deed Restrictions or Easements: None
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: Wendy Janesky Date: 4/21/25

Print Name: Wendy Janesky Are you the landowner? ☐ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

SCHEDULE "A"
TO THE APPLICATION OF BARNDOG LLC
FOR ADDITION OF LAND TO AN EXISTING AGRICULTURAL DISTRICT

BarnDog LLC is the owner of 76 Hickory Ridge, 35 Hickory Ridge and 51-55 Ridgebury Road, all within the Town of Southeast, New York (the "Property"), which consists of, collectively, approximately 65.49± acres of land, and used for a commercial boarding stable and haying operation. The Premises have been approved for the commercial boarding of 42 horses. Photographs of the existing premises that will be open for operation in 2025 are annexed hereto.

Description of Land and Boundaries:

The Property is off of Dingle Ridge Road with numerous agricultural operations within the neighboring area including, without limitation, Ives Farm, Grand Central, and Run Free Farm. The property is in close proximity to multiple entrances to the North Salem bridle trails. Hay is currently grown on the 5 acre parcel which will be used in connection with the operation and sold to both local and out of state operations.

Description of Current and Future Agricultural Activities:

The Property is in development for use as a commercial boarding stable for up to forty two (42) horses, approvals have been obtained and construction will be concluded during the summer of 2025. The commercial boarding stable on the Property will be operated under the name "BarnDog." The boarding stable will be run by Wendy Janesky, member of BarnDog LLC, who has significant experience in horse boarding and operates BarnDog II on Joe's Hill Road. Upon completion of construction, the Property will include an outdoor riding ring, a dwelling for grooms' quarters, and grass and wooded paddock areas.

Business Description

The Town of Southeast approved the farm's plans to construct a 42-stall barn with employee dwelling units. Several paddocks for turnout will also be constructed. Upon completion of the improvements, the farm will operate as a commercial boarding facility.

The farm location is situated approximately 3 miles from Route 84, on the border of Danbury, Connecticut, and is easily accessible to clients from Manhattan, Connecticut, Westchester, and Putnam Counties. It is bordered by Grand Central Farm and is in close proximity to the farm land on Nichols Road, Run Free Farm and Ives Farm. The premises is in close proximity to over 100 miles of beautiful trails belonging to the North Salem Bridle Trails Association can be accessed from the property and the surrounding area is frequently hunted by the Golden's Bridge Hounds.

The farm's operations in Southeast will satisfy an unfulfilled demand for horse boarding in the area for pleasure riders wanting access to horse trails, and clients for facilities of its size, which there are not many.

Minimization of Environmental Impacts

One of the farm's primary objectives is to operate in an environmentally sustainable manner and, to this end is working to develop a Whole Farm Plan to guide the farm in fulfilling this goal.

Extensive stormwater pollution protection measures have been designed and approved for the North Salem property and will be implemented with construction of the above-described farm improvements.

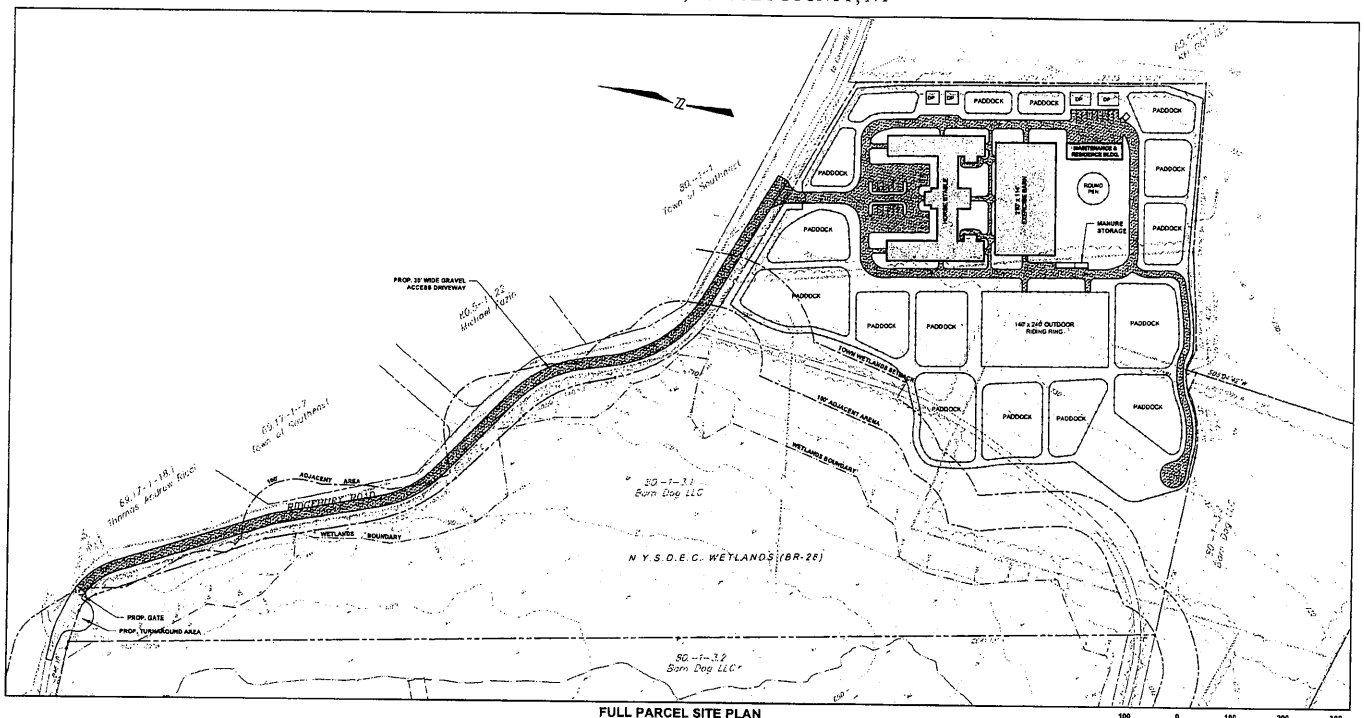
Conclusion

The farm's operations further the purpose and objectives of the Agricultural District by maintaining the economic viability of agricultural land and preserving the agricultural use of land within the County. With Ms Janesky and her families extensive experience the equestrian field, the farm's management is strong, and will provide a sound business model for commercial horse boarding operations in the County.


Barndog Farm
Coming soon

PROPOSED
BARN DOG FARM EQUESTRIAN CENTER

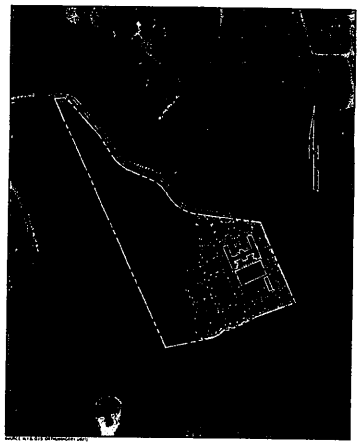
TOWN OF SOUTHEAST, PUTNAM COUNTY, NY



FULL PARCEL SITE PLAN

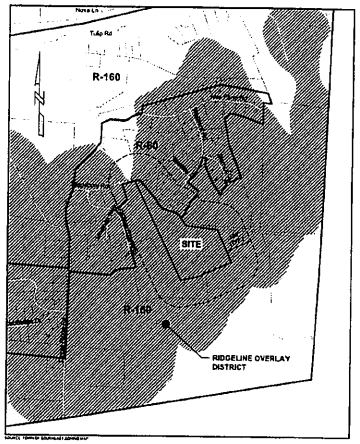
100 0 100 200 300

Scale 1" = 100'



AERIAL PLAN

SCALE: 1" = 400'



VICINITY PLAN

SCALE: 1" = 1,000'

PROJECT DATA:

TAX LOT: 80.-1-3.1

LOT AREA: 28.01 ACRES

ADDRESS: 96-108 HICKORY RIDGE ROAD

ZONING DISTRICT: R-160 & RIDGELINE OVERLAY DISTRICT

SCHOOL DISTRICT: NORTH SALEM CENTRAL SCHOOL DISTRICT

OWNER:
BARNDOG LLC
125 ROUTE 22
PAWLING, NY 12564

APPLICANT:
OLD TOWN BARNS
125 ROUTE 22
PAWLING, NY 12564
CONTACT: DAVID A. ZUBLIN

ZONING TABULATIONS (R-160 Zone, Equestrian Center requirements per Southeast Code §138-63)

	ALLOWED / REQUIRED	PROVIDED
Lot Area	25 acres min.	28.01 acres (1,220,355 sq. ft.)
Number of Horses	2 per first 5 acres + 4 per each additional acre max. 2 + (4 horses/ac)(28.01 ac - 5 ac) = 94 horses max.	42 horses
Number of Horse Stalls	1 per horse min. (1 stall/horse)(42 horses) = 42 stalls	42 stalls
Number of Resident Overnight Personnel	1 per 10 horses max. 42 horses / 10 horses/person = 4 persons max.	4 persons (One 4-bedroom apt.)
Number of Year-Round Facility Manager Households	5 max.	2 households (Two 2-bedroom apts.)
Buildings Floor Area	10% of Lot Area max. (0.1)(1,220,355 sq. ft.) = 122,035 sq. ft. max.	49,426 sq. ft.
Paved Area	5% of Lot Area max. (0.05)(1,220,355 sq. ft.) = 61,018 sq. ft. max.	120 sq. ft.
Street Property Line Setback	100' min.	102'
Side & Rear Property Line Setback	150' min.*	100' *
Parking to Property Line Setback	50' min.	52'-10"
Riding Ring to Property Line Setback	25' min.	147'-7"
Riding Ring to Principal Dwelling on Adjacent Lot	100' min.	858'
Manure Storage to Property Line Setback	200' min.	200'
Manure Storage to Street, Wetlands, Lake, or Stream	100' min.	587'
Number of Parking Spaces	1/2 space per horse stall + 10% min. (1/2 space)(42 horse stalls)(1.1) = 23.1 min.	29

* The one-hundred-fifty foot side and rear setback may be reduced to 100 feet by the Planning Board if a landscape plan is submitted that, in the Board's judgement, sufficiently buffers any adjacent property owners. (Town of Southeast Code §138-63.E)

DRAWING INDEX

NOTES:

1. Topographical and survey information provided by Bacey & Watson Surveying & Engineering, P.C., 3083 Route 9, Cold Spring, NY 10516. The datum hereon approximates N.V.G.D.1929
2. Wetlands flagged by David Sessions and reviewed by Sarah Pentecost of the NYCDEC. Flags surveyed by Rowan Land Surveying, PLLC, June 24, 2023.

REV.	DATE	DESCRIPTION
2	6/14/23	PLANNING BD SUBMISSION
1	10/13/23	PER NYSDEC

TITLE: COVER SHEET

PROJECT: PROPOSED BARN DOG FARM EQUESTRIAN CENTER

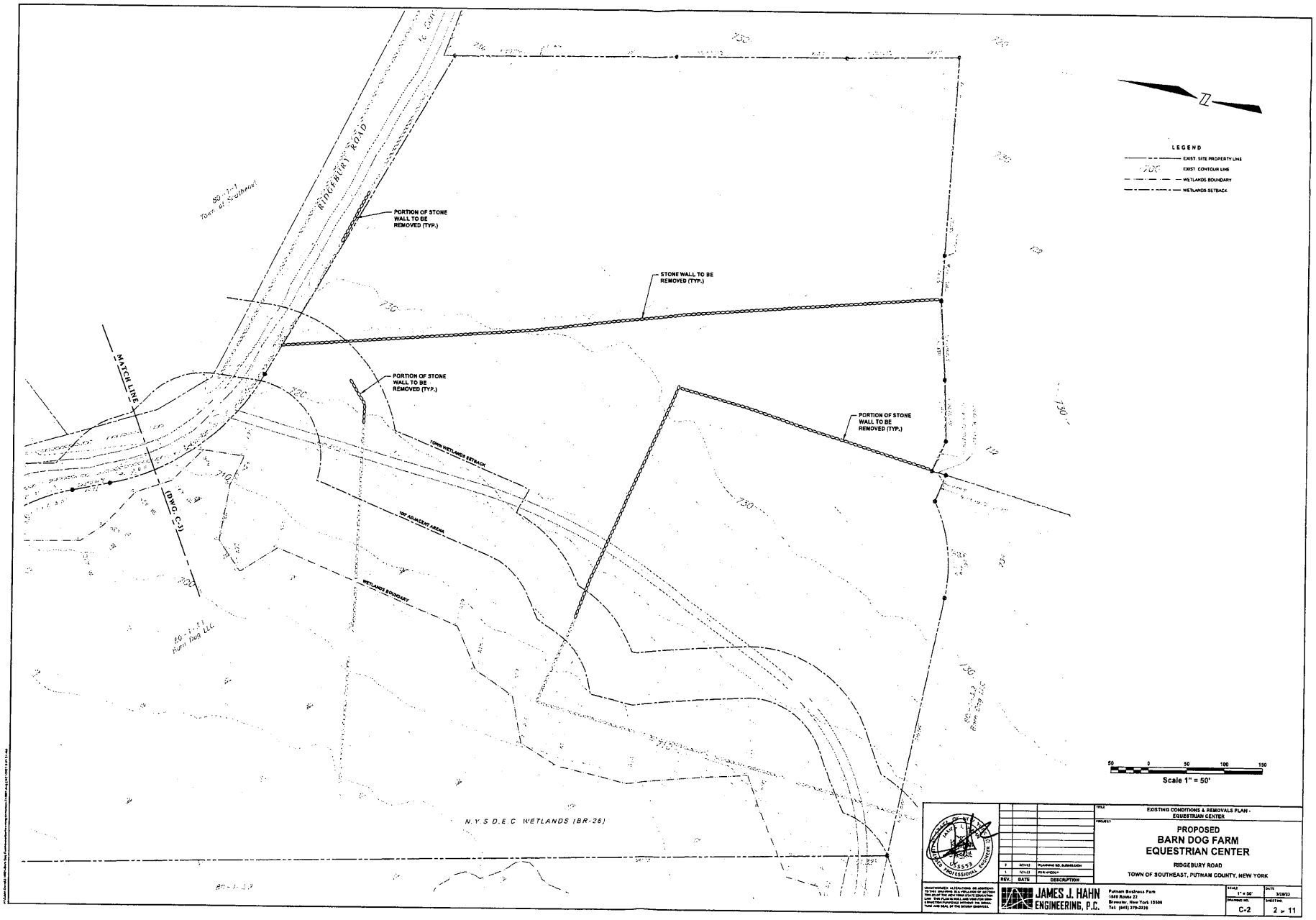
RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1849 Route 22
Brewster, New York 10509
Tel: (845) 279-2230

SCALE: AS NOTED | DATE: 3/28/23

DRAWING NO.: C-1 | SHEET NO.: 1 of 11



REV.	DATE	DESCRIPTION
2	3/21/23	PLANNING BD. SUBMISSION
1	1/11/23	PER WCDLP

TITLE: EXISTING CONDITIONS & REMOVALS PLAN - EQUESTRIAN CENTER

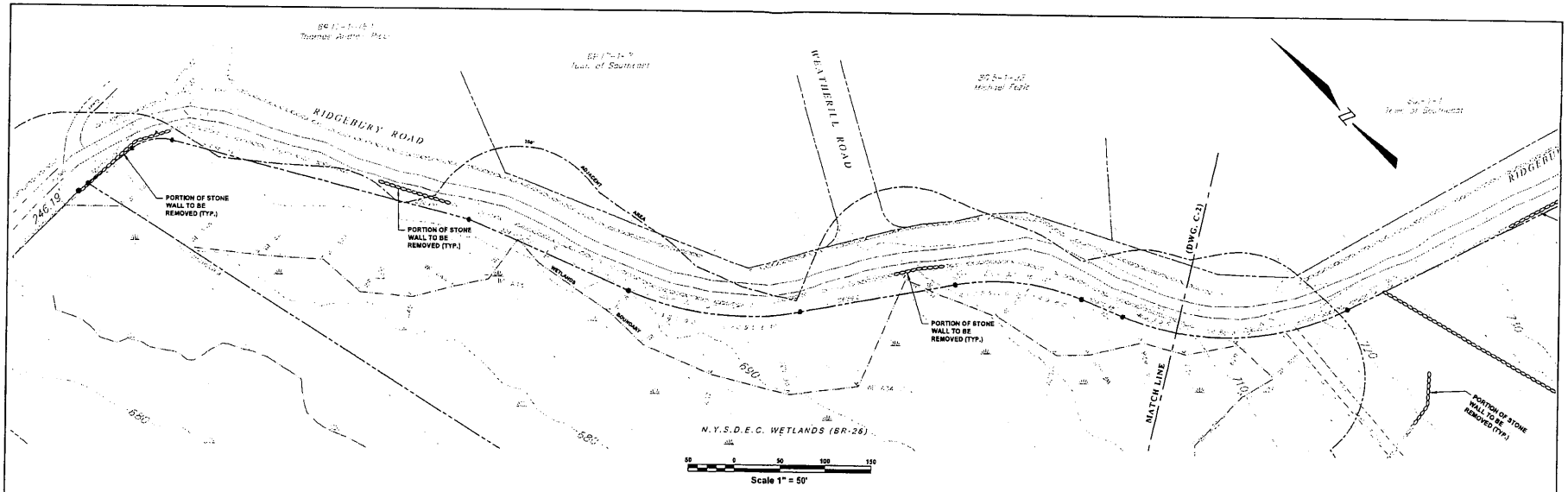
PROJECT:

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

RIDGEBURY ROAD
TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1849 Route 22
Brewster, New York 10509
Tel: (845) 279-2310

SCALE	DATE
1" = 50'	3/28/23
DRAWING NO. C-2	SHEET NO. 2 of 11



REV.	DATE	DESCRIPTION
2	5/21/21	PLANNING BD. SUBMISSION
1	12/14/21	PER HVCEF

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS NOT, AND WAS NEVER, INTENDED FOR CONSTRUCTION PURPOSES UNLESS THIS CARD BEARS THE SEAL OF THE ISSUING ENGINEER.

JAMES J. HAHN ENGINEERING, P.C.

Putnam Business Park
1599 Route 22
Brewster, New York 10509
Tel: (845) 279-6229

TITLE: EXISTING CONDITIONS & REMOVALS PLAN - RIDGEBURY ROAD

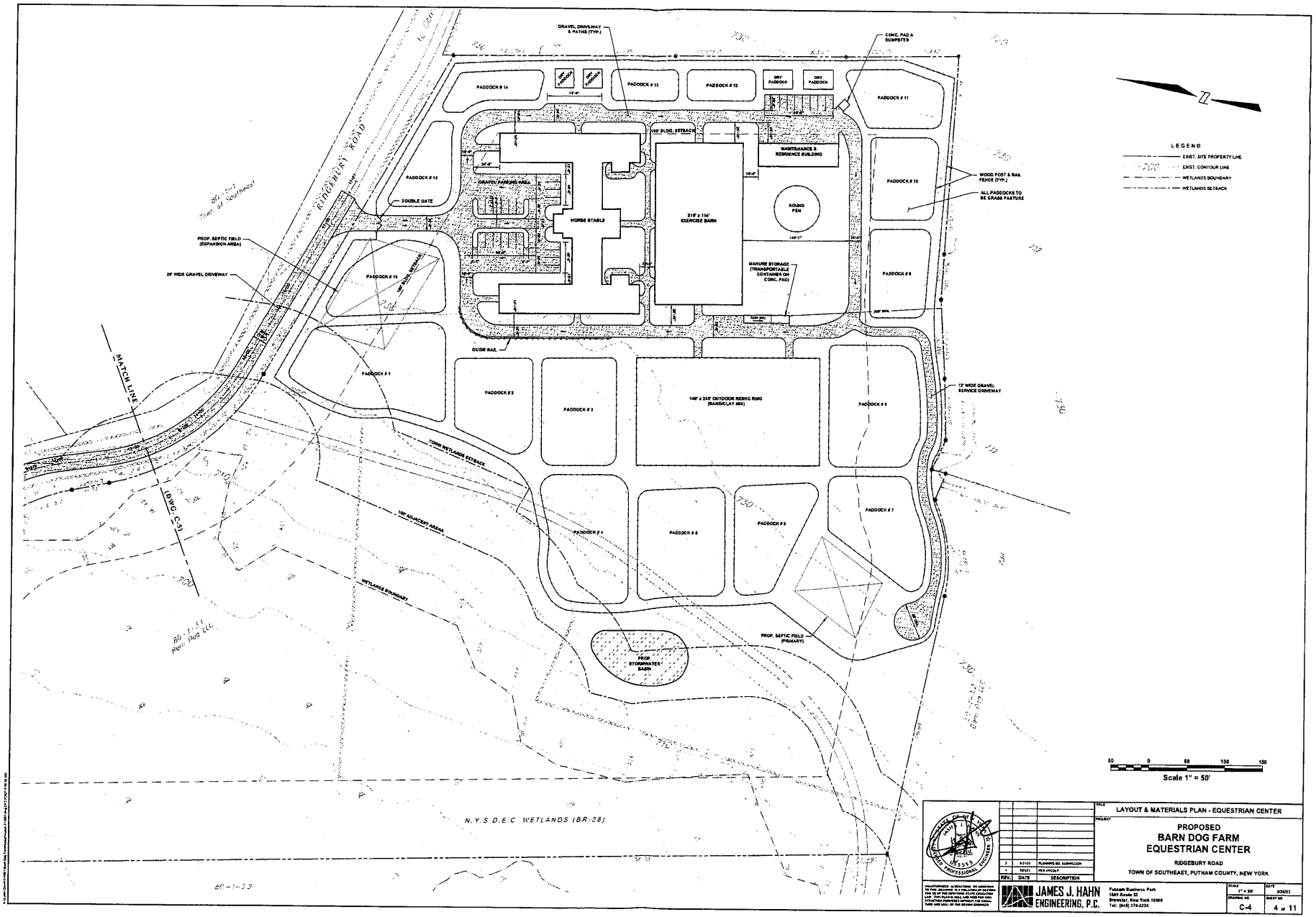
PROJECT:

PROPOSED BARN DOG FARM EQUESTRIAN CENTER

RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

SCALE	DATE
1" = 50'	3/28/23
DRAWING NO. C-3	SHEET NO 3 of 11



REV.	DATE	DESCRIPTION
2	5/12/21	PLANNING BD. SUBMISSION
1	10/5/21	PER HCDEP

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS NULL AND VOID FOR CONSTRUCTION PURPOSES WITHOUT THE ORIGINAL TITLE AND SEAL OF THE DESIGN ENGINEER.

JAMES J. HAHN ENGINEERING, P.C.

Pleasant Business Park
1849 Route 52
Beacon, New York 12508
Tel: (845) 279-2220

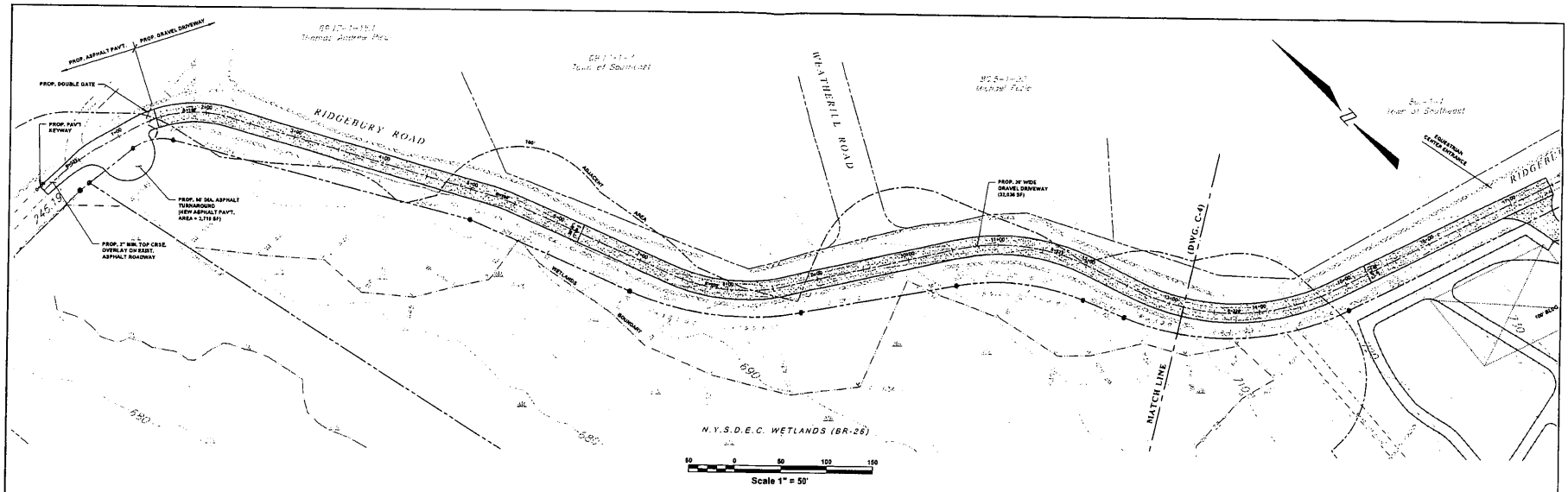
TITLE: LAYOUT & MATERIALS PLAN - EQUESTRIAN CENTER

PROJECT:

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

RIDGEBURY ROAD
TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

SCALE	DATE
1" = 50'	3/26/21
DRAWING NO	SHEET NO
C-4	4 of 11



LAYOUT & MATERIALS PLAN - RIDGEBURY ROAD

PROJECT

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

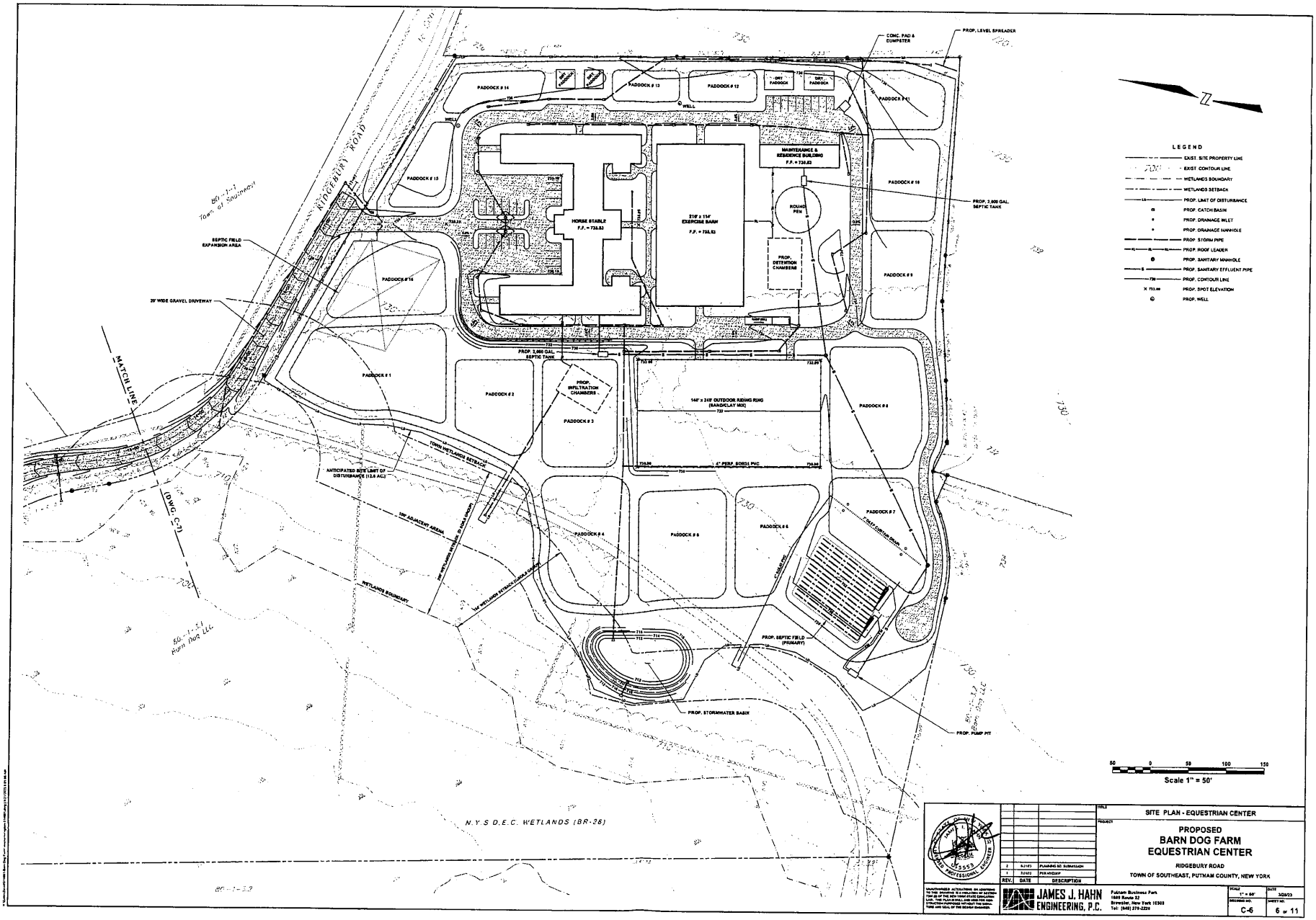
RIDGEBURY ROAD
TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

REV.	DATE	DESCRIPTION
2	3/13/23	PLANNING BD. SUBMISSION
1	10/14/22	PER HRDLA P

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. THE PLANS HEREIN ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT THE PROPERTY OF THE ENGINEER UNLESS OTHERWISE STATED.

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1849 Route 22
Brewster, New York 10509
Tel: (845) 279-2229

SCALE: 1" = 50'
DATE: 3/23/23
DRAWING NO.: C-5
SHEET NO.: 5 of 11



REV.	DATE	DESCRIPTION
2	5/24/23	PLANNING BD. SUBMISSION
1	3/24/23	PER ENGINEER

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS FOR LAND USE AND DEVELOPMENT PURPOSES WITHOUT THE SAME, THERE ARE NULL OF THE SEALED DRAWINGS.

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1680 Route 22
Brewster, New York 10509
Tel: (845) 279-2229

FIELD: SITE PLAN - EQUESTRIAN CENTER

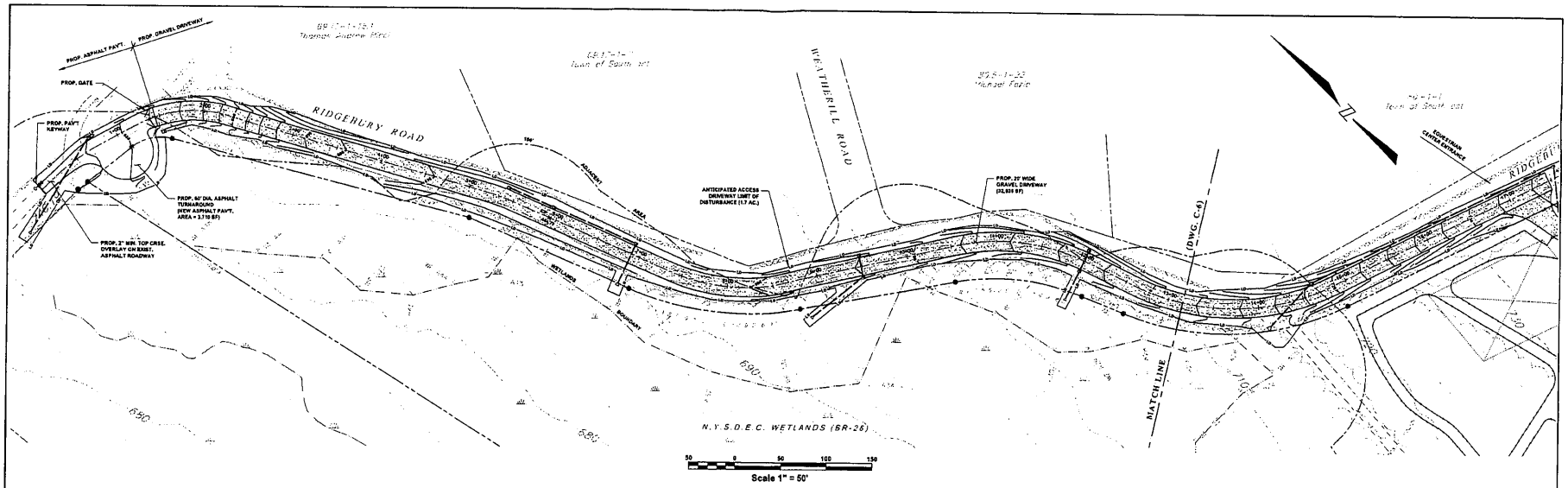
PROJECT:

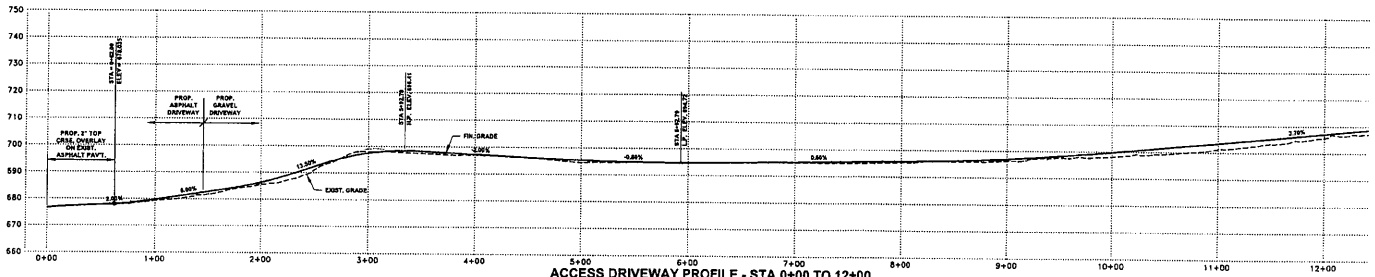
PROPOSED BARN DOG FARM EQUESTRIAN CENTER

RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

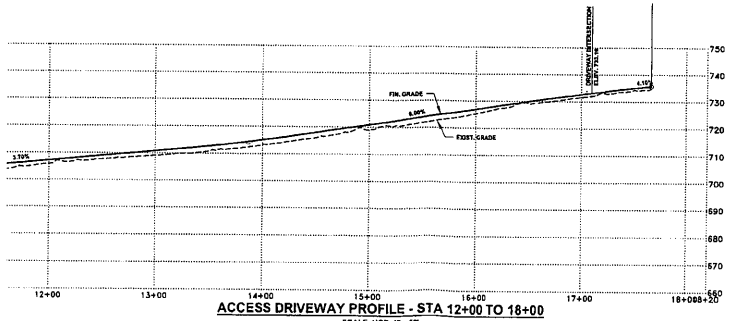
SCALE	DATE
1" = 50'	3/24/23
DRAWING NO.	SHEET NO.
C-6	6 of 11





ACCESS DRIVEWAY PROFILE - STA 0+00 TO 12+00

SCALE: HOR. 1" = 50'



ACCESS DRIVEWAY PROFILE - STA 12+00 TO 18+00

SCALE: HOR. 1" = 50'

REV.	DATE	DESCRIPTION
3	8/24/21	PLANNING BD. SUBMISSION
1	3/24/21	PB R HYDLP

TITLE: SITE PLAN - RIDGEBURY ROAD

PROJECT:

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

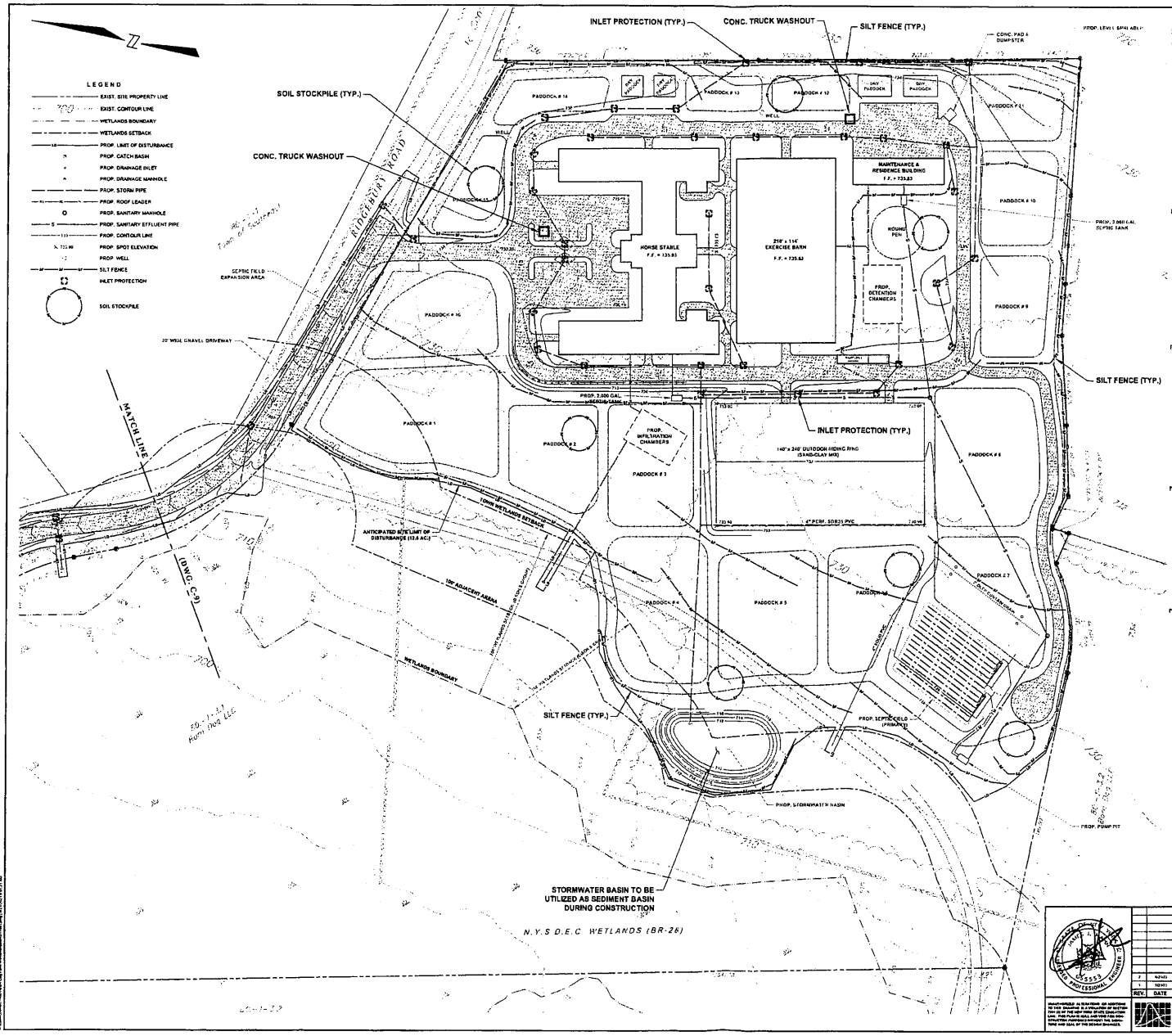
RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS NULL AND VOID FOR ANY PURPOSE UNLESS ACCOMPANIED BY THE SIGNATURE AND SEAL OF THE ORIGINAL ENGINEER.

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1609 Route 22
Brewster, New York 10509
Tel: (845) 279-5229

SCALE: 1" = 50'
DATE: 3/23/23
DRAWING NO.: C-7
SHEET NO.: 7 of 11



Construction Sequence

General Notes:

1. The Construction Sequence provided hereon is intended only as a guide to the Contractor and may not include all aspects of required work. The Contractor shall be solely responsible for phasing and shall provide a detailed schedule inclusive of all work in writing to the Engineer for approval prior to construction.
2. Total area of exposed disturbed earth must not exceed 5.0 acres at any time.
3. The Contractor shall not begin or proceed with work on a new phase construction until the prior phase has been completed and fully stabilized.
4. Fully stabilized shall mean all soil disturbance activities have ceased, and uniform vegetative cover with a density of 80% over the entire pervious surface has been established or that other equivalent stabilization measures, such as permanent landscape mulches, rock riprap, or crushed stone have been applied across all disturbed areas.
5. Noise and dust shall be minimized to the greatest extent practicable.
6. No work, storage, parking, staging, etc. shall occur outside the approved limits of construction without prior written authorization.
7. No illicit stormwater discharges or other pollutants due to construction activities shall be permitted.
8. Any disposals shall be in accordance with the specifications and all applicable laws and regulations.

Phase 1 - Right-of-Way Work (__ Acres):

1. Pre-Construction Meeting with the Contractor, Owner, Engineer, Highway Dept., NYCDEP, and Town representatives.
2. Submit required shop drawings and product information for review and approval.
3. Install construction entrance and erosion and sediment controls.
4. Remove trees. Trees shall be preserved to the greatest extent practicable.
5. Rough grade site and install drainage system.
6. Install inlet protection on drain inlets and maintain until area fully stabilized.
7. Install driveway stone and asphalt at turn-around.
8. After stone placement and stabilization, Phase 1 shall be considered completed and subsequent phases for on-site work can proceed.

Phase 2 - On-site Barns and Structures (__ Acres):

1. Pre-Construction Meeting with the Contractor, Owner, Engineer, and Town representatives.
2. Submit required shop drawings and product information for review and approval.
3. Mark out the limits of disturbance. Install protection around proposed septic area and along wetland setback boundary.
4. Install construction entrance and erosion and sediment controls.
5. Remove trees. Trees shall be preserved to the greatest extent practicable.
6. Clear and grub the area around barns only and stockpile topsoil.
7. Rough grade the site and install gravel base for structures and access drives.
8. Begin construction on barns and structures.
9. After stone placement and stabilization of rough grading, Phase 2 shall be considered stabilized and Phase 3 can proceed.

Phase 3 - On-Site Drainage, Septic, and Drives (__ Acres):

1. Install additional erosion and sediment controls as necessary.
2. Install drainage and stormwater management system. Stormwater basin shall be kept off-line until tributary area fully stabilized.
3. Install septic system and well. Receive approval from PCDOH.
4. Finish construct barns and structures.
5. Final grade the site and install landscaping.
6. Top coat the driveways and establish vegetation.
7. After stabilization is achieved, Phase 3 shall be considered complete and Phase 4 can proceed.

Phase 4 - On-Site Paddocks (__ Acres):

1. Install additional erosion and sediment controls as necessary.
2. Clear and grub paddocks of unwanted vegetation.
3. Remove stone walls as needed.
4. Topsoil, seed, and stabilize paddocks.
5. Install fence.
6. Restore on-site and right-of way as necessary.
7. After site is fully stabilized, remove all erosion and sediment controls, and put stormwater system on-line.

REV.	DATE	DESCRIPTION
2	4/21/23	PLANNING BD. SUBMISSION
1	12/1/21	PER HYDRO P

TITLE: STORMWATER POLLUTION PREVENTION PLAN - EQUESTRIAN CENTER

PROJECT:

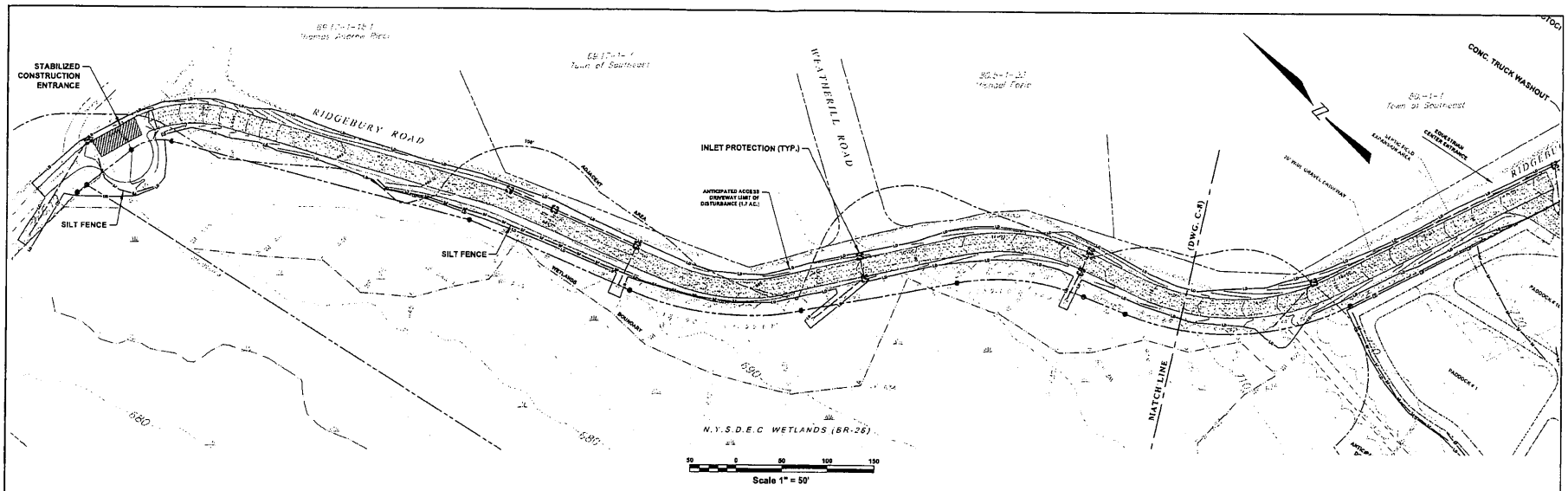
PROPOSED BARN DOG FARM EQUESTRIAN CENTER

RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1849 Route 22
Brewster, New York 10509
Tel: (845) 279-6225

SCALE: 1" = 50'
DATE: 3/28/23
DRAWING NO.: C-8
SHEET NO.: 8 of 11



LEGEND

- EXIST. SITE PROPERTY LINE
- EXIST. CONTOUR LINE
- WETLANDS BOUNDARY
- WETLANDS SETBACK
- PROP. LIMIT OF DISTURBANCE
- PROP. CATCH BASIN
- PROP. DRAINAGE INLET
- PROP. DRAINAGE MANHOLE
- PROP. STORM PIPE
- PROP. ROOF LEADER
- PROP. SANITARY MANHOLE
- PROP. SANITARY EFFLUENT PIPE
- PROP. CONTOUR LINE
- PROP. SPOT ELEVATION
- PROP. WELL
- SILT FENCE
- INLET PROTECTION
- SOIL STOCKPILE

REV.	DATE	DESCRIPTION
2	6/21/23	PLANNING BD. SUBMISSION
1	3/21/23	PRELIMINARY

TITLE: STORMWATER POLLUTION PREVENTION PLAN - RIDGEBURY ROAD

PROJECT:

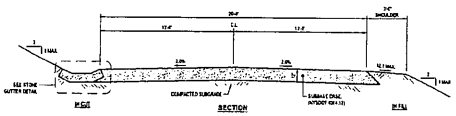
PROPOSED BARN DOG FARM EQUESTRIAN CENTER

RIDGEBURY ROAD

TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

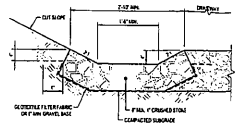
JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1868 Route 22
Brewster, New York 10509
Tel: (845) 279-2226

SCALE: 1" = 50'
DATE: 3/28/23
DRAWING NO.: C-9
SHEET NO.: 9 of 11



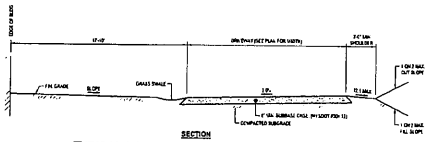
ACCESS DRIVEWAY AT RIDGEBURY ROAD

SCALE 1/4" = 1'-0"



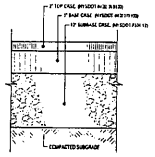
STONE GUTTER

SCALE 3/4" = 1'-0"



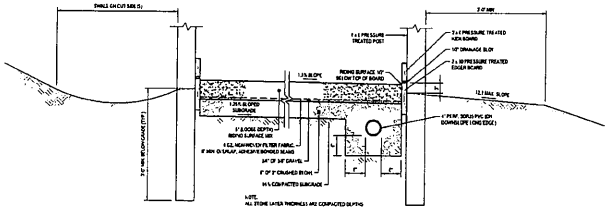
TYPICAL EQUESTRIAN CENTER DRIVEWAY

SCALE 3/16" = 1'-0"



PAVEMENT AT RIDGEBURY ROAD ACCESS DRIVEWAY & TURNAROUND

N.T.S.



RIDING RING SECTION & KICK BOARD DETAIL

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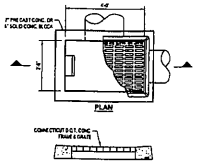
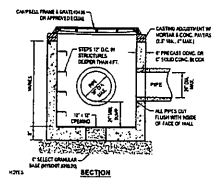
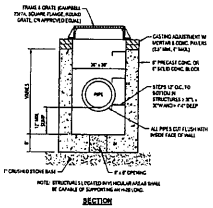


FRAME & GRATE IN RIDGEBURY ROAD ACCESS DRIVEWAY



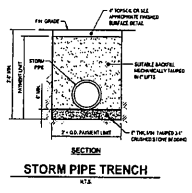
CATCH BASIN

N.T.S.



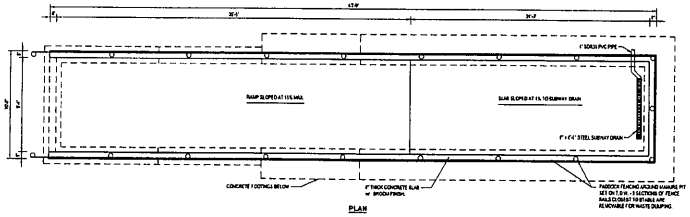
DRAINAGE INLET

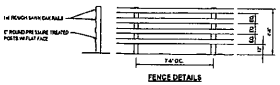
N.T.S.



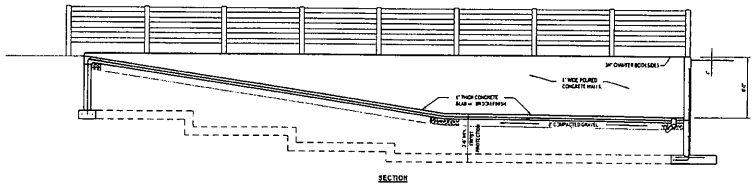
STORM PIPE TRENCH

N.T.S.



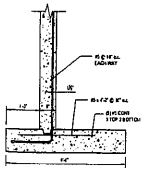


FENCE DETAILS



MANURE PIT

SCALE 3/8" = 1'-0"



FOOTING DETAIL

SCALE 1/2" = 1'-0"

DETAILS (SHEET 1)

PROJECT

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

RIDGEBURY ROAD
TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

REV.	DATE	DESCRIPTION
2	4/21/23	PLANNING BD. SUBMISSION
1	10/14/22	PLAN REVIEW 2

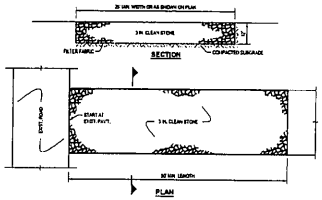
UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. ONLY THOSE PLANS AND SPECIFICATIONS BEARING A RAISED OR INKED SEAL SHALL BE CONSIDERED VALID AND ACCEPTABLE.

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1689 Route 22
Brewster, New York 10509
Tel: (845) 279-2220

SCALE: AS NOTED
DATE: 3/28/23
DRAWING NO.: C-10
SHEET NO.: 10 of 11

INSTALLATION NOTES

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH IS PERMITTED).
3. THICKNESS - NOT LESS THAN 6 INCHES.
4. WIDTH - 25 FEET MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCUR.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER CLOTH IS NOT REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES OR PLATE WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY.
8. WASHING WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NECESSARY MAINTENANCE SHALL BE PERFORMED AFTER EACH RAIN.

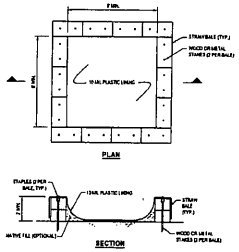


STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

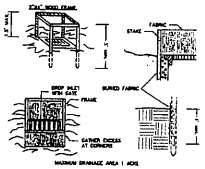
NOTES

1. THE WASHOUT PIT SHALL BE MADE LARGER IF REQUIRED BASED ON 1 GALLONS PER CHUTE AND 50 GALLONS PER HOPPER OF THE CONCRETE PUMP TRUCK AND/OR DISCHARGE DRUM.
2. WASHOUT PIT SHALL HAVE MINIMUM SIDE SLOPES OF 1:1(H:V).
3. LOCATE FACILITY 100 FEET MINIMUM FROM DRAINAGE INLETS, STORM DRAIN INLETS, WETLAND, STREAMS AND WATER BODIES.
4. PROVIDE 4 GALLON VOLUME, SIMILAR DIMENSION, TO THE STRUCTURE.
5. LINING SHALL BE BE PLACED TO DIRECT DRAINING TO THE FACILITY AFTER THE LOAD IS DISCHARGED.
6. THE LINER SHALL BE FREE OF HOLES OR TEARS THAT WOULD COMPROMISE ITS IMPERVIOUSNESS.
7. EXCESS HARDENED CONCRETE MUST BE ACCUMULATED OVER HARDENED CONCRETE. SHOULD BE PUMPED TO A STAKED AREA BACK FILL A GRAVEL FILTER BERM.
8. ACCUMULATED HARDENED MATERIAL SHALL BE REMOVED WHEN IT IS 75% OF THE STORAGE CAPACITY IS FILLED.
9. ANY EXCESS LIQUID WATER SHALL BE PUMPED INTO A DEWATERING PIT LINED WITH A DEWATERING FILTER, AND PROPERLY DISPOSED OF OFF SITE.
10. THE PLASTIC LINER SHALL BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.



CONCRETE TRUCK WASHOUT

N.T.S.

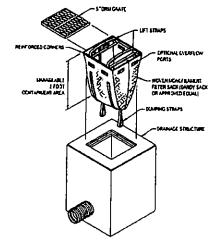


CONSTRUCTION SPECIFICATIONS

1. FILTER FABRIC SHALL HAVE AN EOS OF 40-85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
2. CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY SHALL BE OVERLAPPED TO THE NEXT STAKE.
3. STAKE MATERIALS SHALL BE STANDARD 2x4 WOOD OR COMPARABLE METAL WITH A MINIMUM LENGTH OF 3 FEET.
4. SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE A MINIMUM 18 INCHES DEEP. SPACE ONE-HALF THAN 3 FEET MAY BE REQUIRED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
5. FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
6. A 2" x 4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVERFLOW STABILITY.

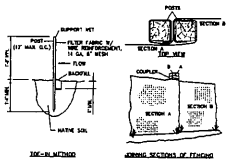
FILTER FABRIC DROP INLET PROTECTION

N.T.S.



FILTER SACK INLET PROTECTION

N.T.S.

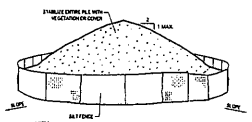


INSTALLATION NOTES

1. EXCAVATE A 4"W x 6"D TRENCH ALONG THE LOWER PERIMETER OF THE SITE.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWN-STREAM) WALL OF THE TRENCH (NEXT SIDE AWAY FROM THE DIRECTION OF FLOW).
3. DRIVE THE POST INTO THE GROUND UNTIL THE NETTING IS APPROXIMATELY 2 INCHES FROM THE TRENCH BOTTOM.
4. LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACKFILL THE TRENCH AND TAMP THE SOIL. STEEPER SLOPES REQUIRE AN INTERCEPT TRENCH.
5. JOIN SECTIONS AS SHOWN ABOVE.

SILT FENCE

N.T.S.



NOTES

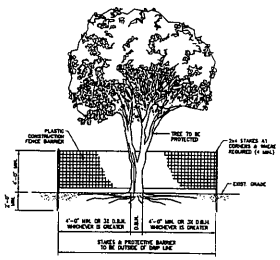
1. AREA DRAINED FOR STOCKPILING OPERATIONS SHALL BE OFF AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1 VERTICAL ON 2 HORIZONTAL.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE BARGLINGED WITH SILT FENCING. THEN STABILIZED WITH VEGETATION OR COVERED.
4. SILT FENCING SHALL BE INSTALLED IN ACCORDANCE WITH THE SILT FENCE DETAIL.

SOIL STOCKPILE

N.T.S.

NOTES

1. PROTECTIVE BARRIER SHALL BE INSTALLED PRIOR TO THE START OF SITE WORK.
2. PROVIDE ADDITIONAL STAKES AS REQUIRED TO ENSURE THAT THE PROTECTIVE BARRIER IS OUTSIDE OF THE TREE'S DRIP LINE AND TO MARGINALIZE ITS AREA.
3. NO STORAGE OF MATERIALS SHALL BE PERMITTED INSIDE OF THE PROTECTIVE BARRIER.
4. FOR TREES OUTSIDE OF THE LIMIT OF DISTURBANCE, PROTECTIVE BARRIERS SHALL BE PLACED ONLY ON THE SIDE OF THE TREE THAT FACES THE CONSTRUCTION SITE.



TREE PROTECTION

N.T.S.

REV.	DATE	DESCRIPTION
3	4/21/03	PLANNING BD. SUBMISSION
1	10/1/01	PER WCC P

TITLE: DETAILS (SHEET 2)

PROJECT:

PROPOSED
BARN DOG FARM
EQUESTRIAN CENTER

RIDGEBURY ROAD
TOWN OF SOUTHEAST, PUTNAM COUNTY, NEW YORK

JAMES J. HAHN ENGINEERING, P.C.
Putnam Business Park
1869 Route 22
Brewster, New York 10509
Tel: (845) 279-8370

SCALE	DATE
AS NOTED	3/28/03
DRAWING NO.	SHEET NO.
C-11	11 of 11

#4
(3)

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Joey Mancuso

Farm Name: Big Red Barn Farm, LLC

Mailing Address: 221 Oscawana Lk Rd
Putnam Valley, NY 10579

Farm Address: 221 Oscawana Lk Rd
Putnam Valley, NY 10579

Town farm is located in Putnam Valley

Email: Jmmom021@aol.com

Daytime Phone: _____

Cell Phone: 631-807-5569

Emergency Contact:

Landline Phone: _____

Cell Phone: Stephanie Pellici 845-490-1190

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
67	10	Ø
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☒ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☒ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☒ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☒ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
72.16-1-1	Putnam Valley	67	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

Please see included business plan

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: _____
* List any Deed Restrictions or Easements: _____
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: 4/8/25

Print Name: Joey Mancuso Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

BUSINESS PLAN

Big Red Barn Farm, LLC

221 OSCAWANA LAKE RD, Putnam Valley NY 10579

2025

Executive Summary

The Company

Small, private equine facility catering to equestrians and their love for horses and goats.

The Ownership

The Company will be structured as a limited liability company (L.L.C.).

The Management

The company will be managed by Joey Melissa Mancuso.

The Goals and Objectives

BRB aims to accomplish the following goals: erect an indoor arena, complete the outdoor arena, expand and develop paddock sites and landscaping to attract equestrians to the facility.

The Services

BRB is a full service boarding facility that offers access to trails, indoor and outdoor arenas. Specialty services such as grooming and clipping will also be available.

The Target Market

The Company 's target market has the following characteristics:

- Occupation: Equestrian.

Pricing Strategy

The Company will use a premium pricing strategy.

The Competitors

There are several equestrian facilities within the area that offer boarding and other services in a standard fashion.

Business Plan - Big Red Barn Farm, LLC

The Company

Business Sector

The Member would like to start a business in the art, entertainment, and recreation sector.

Company Background

Small, private equine facility catering to equestrians and their love for horses.

Company Goals and Objectives

BRB aims to accomplish the following goals: erect an indoor arena, complete the outdoor arena, expand and develop paddock sites and landscaping to attract equestrians to the facility.

Company Ownership Structure

The Company will be structured as a limited liability company (L.L.C.).

Ownership Background

- Member: Joey Melissa Mancuso

  Experience and training: Joey Melissa Mancuso is an anesthesiologist by trade but avid horse enthusiast and animal lover who has been enamored with horses since childhood. Upon her first encounter with horses she knew this was to be a part of her life forever. Life circumstances at that period of time did not enable Joey to pursue her love of horses. However, as Joey completed her training as a physician she became able to realize her dream in a way she never thought possible. The development of Big Red Barn Farm is her dream come true and wishes to help others achieve their equestrian dream as well.

Company Management Structure

The Company will be managed by Joey Melissa Mancuso.

Other management details: Stephanie Pellicci will be co-manager of the business with Joey Mancuso as an employee.

Company Assets

The Company has the following assets:

- Real Property, with an estimated value of $1,500,000.00.
- Equipment, with an estimated value of $25,000.00.

The Services

The Services

BRB is a full service equine boarding facility that offers access to trails, indoor and outdoor arenas. Specialty services such as grooming and clipping will also be available.

Marketing Plan

The Target Market

The Company 's target market has the following characteristics:

- Occupation: Equestrian.

Location Analysis

BRB is located in the heart of Putnam Valley and is just minutes from the parkway and stores.

Pricing

The Company will use a premium pricing strategy.

Advertising

The Company will promote the business through:

- Online channels (website, Google ads, etc.);
- Social media; and
- Print (magazines, flyers, etc.).

Competitor Analysis

The Competitors

There are several equestrian facilities within the area that offer boarding and other services in a standard fashion.

SWOT Analysis

Strengths

BRB offers a unique opportunity for the equestrian to truly engage with their equine companion in a semi-private facility where there is ample support. The staff are life-long horse owners and recognize the value and importance of facilitating that bond.

Weaknesses

Though situated on 66 acres, we are currently limited to 10 stalls. There is need for development of more paddocks that can hopefully be achieved as the company grows.

Opportunities

As the company grows there will be opportunities to expand our range of services to include lesson programs and possibly horse rescue services.

Threats

BRB is not a traditional barn and may not appeal to every equestrian. However, we are confident that we have a market for like minded individuals. Additionally, as inflation continues to rise, the cost of hay, feed and shavings has the potential to become challenging.

Operations

Daily Operations

The barn manager, Stephanie Pelicci arrives to the farm at 8 am to begin caring for each horse and goat. The animals are provided their breakfast which includes grain, hay and refilling water. Weather permitting the horses are then turned out to the paddock for the day. Each stall is thoroughly mucked (cleaned and refilled with shavings) and hay nets and water buckets refilled. For evening care the horses are brought back to their stall fed grain, hay and water. Blanketing will be provided as needed. Stephanie will also ensure that each animal is of a sound nature and will report any concerns to the clients in a prompt manner.

The paddocks and arenas will be groomed and maintained by Stephanie on a daily basis. Any additional maintenance or repairs will be the responsibility of the owner, Joey Mancuso.

Business hours are from 9am - 5 pm and clients are able to visit the facility and engage with their animals as deemed appropriate. Stephanie is available during all business hours to assist in any manner. Night check of the horses and facility will be done by the Joey and/or Stephanie.

Operational Facilities

BRB is situated on 66 beautiful acres. There are 10 individualized horse stalls, a large goat pen with run, large paddocks an outdoor arena, and plans for an indoor arena.

There are also trails located within the wooded area of the farm and a lovely pond.

Suppliers

There are several suppliers for the farm. Agway provides hay and shavings, Sweet Peat provides manure management system, Tractor Supply supplies grain and supplements.

Financials

Big Red Barn Farm, LLC

Projected Income Statement:

For the year ending the 31st day of December: (USD - US Dollars)

	2025
Revenues:	
Gross Sales:	120,600.00
Less Cost of Goods Sold:	(0.00)
Gross Profit:	**$120,600.00**
Expenses:	
Marketing/R and D	0.00
Insurance	10000.00
Legal and Professional Services 0.00	1200.00
Rent / Utilities	0.00
Repairs and Maintenance	5,000.00
Licenses/Permits	3000.00
Bank Fees	0.00
Miscellaneous Expenses (hay, grain etc.)	54,600.00
Total Expenses:	**73,800.00**
NET INCOME (Before Tax):	**$46,800.00**

#4
(4)

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Robert J. Rudenyer Jr Farm Name: Bowen Farm, LLC

Mailing Address: 184 Bowen Road Farm Address: _____

Town farm is located in Carmel Email: rudester33@yahoo.com

Daytime Phone: 845 519 4012 Cell Phone: 845 519 4012

Emergency Contact:

Landline Phone: _____ Cell Phone: 845 554-2843

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned: 26 73	Number of Acres Farmed: 12+	Number of Acres Rented: 40
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☒ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☒ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☒ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☒ Livestock (type: Goats)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☒ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
12.-3-71	Kent	26	Own
22.-1-15	Kent	40	Rent

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

Boer Goat breading and meat Production
Poultry Egg production to local community
Specialized animal Boarding
Hay/Straw for harvest and retail
Future Plan - increase/expand egg production to fufill neighborhood and farmer markets etc

* Is this property currently receiving Agricultural Assessment? ☒ Yes ☐ No
* Identify any outstanding Town/County/State Violations: N/A
* List any Deed Restrictions or Easements: N/A
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: 3/13/25

Print Name: Robert J. Rudmger Jr Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

SCHEDULE F
(Form 1040)
Department of the Treasury
Internal Revenue Service

Profit or Loss From Farming

Attach to Form 1040, 1040-SR, 1040-SS, 1040-NR, 1041, or 1065.
Go to www.irs.gov/ScheduleF for instructions and the latest information.

OMB No. 1545-0074
2023
Attachment Sequence No. 14

Name of proprietor: ROBERT RUDEMYER

Social security number (SSN): ***-**-5198

A Principal crop or activity: LIVESTOCK/HAY

B Enter code from Part IV: 112900

C Accounting method: [X] Cash [ ] Accrual

D Employer ID number (EIN):

E Did you "materially participate" in the operation of this business during 2023? If "No," see instructions for limit on passive losses [X] Yes [ ] No

F Did you make any payments in 2023 that would require you to file Form(s) 1099? See instructions [ ] Yes [X] No

G If "Yes," did you or will you file required Form(s) 1099? [ ] Yes [ ] No

Part I Farm Income - Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of purchased livestock and other resale items (see instructions)	1a			
b	Cost or other basis of purchased livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	25,597.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a	3b Taxable amount	3b	
4a	Agricultural program payments (see instructions)	4a	4b Taxable amount	4b	
5a	Commodity Credit Corporation (CCC) loans reported under election			5a	
b	CCC loans forfeited	5b	5c Taxable amount	5c	
6	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2023	6a	6b Taxable amount	6b	
c	If election to defer to 2024 is attached, check here [ ]		6d Amount deferred from 2022	6d	
7	Custom hire (machine work) income			7	
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions) STMT 6			8	10,131.
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50. See instructions			9	35,728.

Part II Farm Expenses - Cash and Accrual Method.

Do not include personal or living expenses. See instructions.

10	Car and truck expenses (see instructions). Also attach Form 4562	10	1,543.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14	10,324.	25	Repairs and maintenance	25	5,072.
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16	1,860.	27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18	1,200.	29	Taxes	29	3,370.
19	Gasoline, fuel, and oil	19	3,257.	30	Utilities	30	550.
20	Insurance (other than health)	20	1,947.	31	Veterinary, breeding, and medicine	31	622.
21	Interest (see instructions):			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	21a	1,590.	a	SEE STATEMENT 5	32a	16,811.
b	Other	21b		b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions	33	48,146.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-12,418.

If a profit, stop here and see instructions for where to report. If a loss, complete line 36.

35 Reserved for future use.

36 Check the box that describes your investment in this activity and see instructions for where to report your loss:

a [X] All investment is at risk. b [ ] Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule F (Form 1040) 2023

LHA 322001 11-14-23

14030313 151457 1001034418.11 2023.03000 RUDEMYER, ROBERT 10010341

SCHEDULE F
(Form 1040)
Department of the Treasury
Internal Revenue Service

Profit or Loss From Farming

Attach to Form 1040, Form 1040-SR, Form 1040-NR, Form 1041, or Form 1065.
Go to www.irs.gov/ScheduleF for instructions and the latest information.

OMB No. 1545-0074
2022
Attachment Sequence No. 14

Name of proprietor: ROBERT RUDEMYER

Social security number (SSN): ***-**-5198

A Principal crop or activity: LIVESTOCK/HAY

B Enter code from Part IV: 112900

C Accounting method: [X] Cash [ ] Accrual

D Employer ID number (EIN):

E Did you "materially participate" in the operation of this business during 2022? If "No," see instructions for limit on passive losses [X] Yes [ ] No

F Did you make any payments in 2022 that would require you to file Form(s) 1099? See instructions [ ] Yes [X] No

G If "Yes," did you or will you file required Form(s) 1099? [ ] Yes [ ] No

Part I Farm Income - Cash Method.

Complete Parts I and II (Accrual method. Complete Parts II and III, and Part I, line 9.)

1a	Sales of purchased livestock and other resale items (see instructions)	1a			
b	Cost or other basis of purchased livestock or other items reported on line 1a	1b			
c	Subtract line 1b from line 1a			1c	
2	Sales of livestock, produce, grains, and other products you raised			2	23,982.
3a	Cooperative distributions (Form(s) 1099-PATR)	3a		3b Taxable amount	3b
4a	Agricultural program payments (see instructions)	4a		4b Taxable amount	4b
5a	Commodity Credit Corporation (CCC) loans reported under election				5a
b	CCC loans forfeited	5b		5c Taxable amount	5c
6	Crop insurance proceeds and federal crop disaster payments (see instructions):				
a	Amount received in 2022	6a		6b Taxable amount	6b
c	If election to defer to 2023 is attached, check here [ ]			6d Amount deferred from 2021	6d
7	Custom hire (machine work) income				7
8	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions) STMT 7				8 116.
9	**Gross income.** Add amounts in the right column (lines 1c, 2, 3b, 4b, 5a, 5c, 6b, 6d, 7, and 8). If you use the accrual method, enter the amount from Part III, line 50				9 24,098.

Part II Farm Expenses - Cash and Accrual Method.

Do not include personal or living expenses. See instructions.

10	Car and truck expenses (see instructions). Also attach Form 4562 STMT 6	10	393.	23	Pension and profit-sharing plans	23	
11	Chemicals	11		24	Rent or lease (see instructions):		
12	Conservation expenses (see instructions)	12		a	Vehicles, machinery, equipment	24a	
13	Custom hire (machine work)	13		b	Other (land, animals, etc.)	24b	
14	Depreciation and section 179 expense (see instructions)	14	5,538.	25	Repairs and maintenance	25	5,358.
15	Employee benefit programs other than on line 23	15		26	Seeds and plants	26	
16	Feed	16	1,563.	27	Storage and warehousing	27	
17	Fertilizers and lime	17		28	Supplies	28	
18	Freight and trucking	18		29	Taxes	29	3,109.
19	Gasoline, fuel, and oil	19	2,554.	30	Utilities	30	487.
20	Insurance (other than health)	20	1,807.	31	Veterinary, breeding, and medicine	31	1,274.
21	Interest (see instructions):			32	Other expenses (specify):		
a	Mortgage (paid to banks, etc.)	21a	1,772.	a	SEE STATEMENT 5	32a	11,901.
b	Other	21b	311.	b		32b	
22	Labor hired (less employment credits)	22		c		32c	
				d		32d	
				e		32e	
				f		32f	

33	**Total expenses.** Add lines 10 through 32f. If line 32f is negative, see instructions	33	36,067.
34	**Net farm profit or (loss).** Subtract line 33 from line 9	34	-11,969.

If a profit, stop here and see instructions for where to report. If a loss, complete line 36.

35 Reserved for future use.

36 Check the box that describes your investment in this activity and see instructions for where to report your loss:

a [X] All investment is at risk. b [ ] Some investment is not at risk.

LHA **For Paperwork Reduction Act Notice, see the separate instructions.**

Schedule F (Form 1040) 2022

222001 11-30-22

13440417 151457 EMPFEXCIB001603.2811 2022.03030 RUDEMYER, ROBERT EMPFEXC1

RA-113 (rev. 3/95)

New York State
Department of Agriculture and Markets

AGRICULTURAL DISTRICT REVIEW WORKSHEET

This form is to be completed by agricultural landowners whose lands are within an agricultural district which is subject to a review or landowners who wish to be included in the district. The information obtained from this form will be utilized by the County in determining the significance and viability of agriculture within the review district and modifications to it, if any.

LANDOWNER DESCRIPTION

PART I

Name Robert J. Rudemyer Jr Telephone No. 845 519 4012

Address 184 Bowen Road State NY Zip Code 10512

CHECK ONE: ☑ Farmer (If checked, please proceed to Parts II and III) ☐ Non-Farmer (If checked, please proceed to C of Part III)

FARM DESCRIPTION

PART II

No. of Acres Owned	No. Acres Cropped	No Acres Rented (from another landowner as part of the subject farm)
26.73	12+	40

Principal Farm Enterprise (Check one)	
Dairy	
Cash Crop (Grain)	
Vegetable	
Orchard	
Vineyard	
Livestock (Other Than Dairy)	X
Poultry	
Horticulture Specialties	
Sugarbush	
Christmas Tree	
Aquaculture	
Other (Specify)	

Estimated Annual Gross Farm Sales (Check one)	
Below $10,000	
$10,000 to $39,999	X
$40,000 to $99,999	
$100,000 to $199,999	
$200,000 to $499,999	
Over $500,000	

Capital Investments Over Past 7 Years (Check one)	
Below $10,000	
$10,000 to $39,999	X
$40,000 to $99,999	X
$100,000 to $199,999	
Over $200,000	

BOUNDARY DESCRIPTION

PART III

A. List tax identification numbers for all parcels within the farm unit.

12.-3-71

B. List tax identification numbers for all parcels Rented from another landowner.

22.-1-15

C. List tax identification numbers for all parcels Rented to farmers.

(Attach additional sheets if necessary)

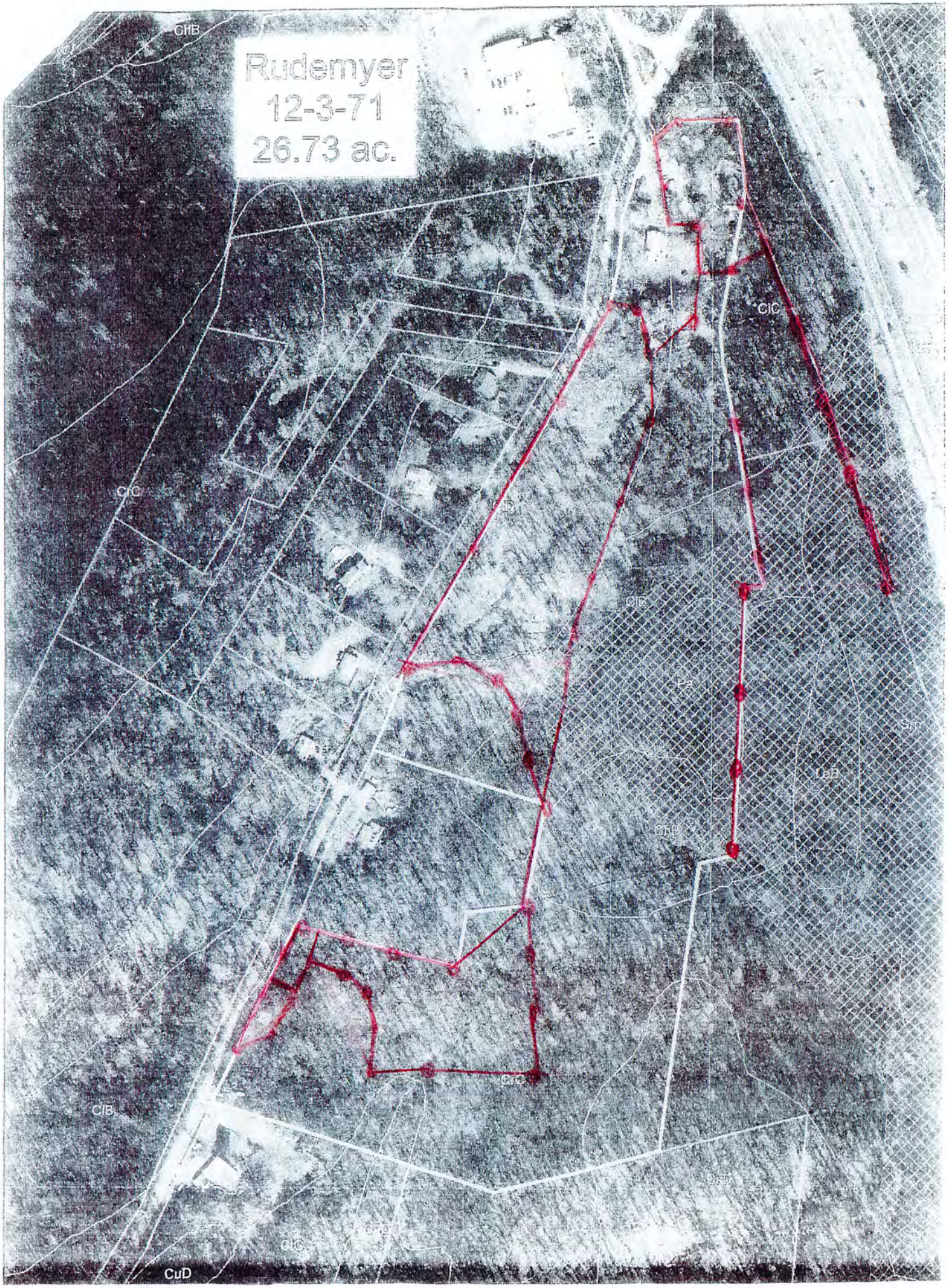
Bowen Farm, LLC started farming the land in 2013 after purchasing the farm from the original owner McGregor which resides on Bowen Rd. The farm currently has livestock, multiple gardens, and hay each year. Bowen Farm works and rents land in the agricultural district.

Bowen Farm runs a Boer meat goat herd selling to local markets and other farms. The farm has an excellent breeding program and sells goats at various ranges of development. The farm is planning to expand on the current goat herd and expand to add sheep in the future.

Currently, the farm processes over two thousand bales of hay each year for the local community and the local animal farmers. Additionally, the farm supplies its mulch and bedding hay to farms and locals.

The farm does egg production as well. The current egg production is approximately 1,000 dozen eggs a year. Along with the eggs is the chicken program which breeds baby chicks including laying hens for eggs, as well as meat birds for consumption, and sells to the local community. In the next year or more the farm plans to build a larger broader house for the chickens to help with the expansion of the chicken program.

The farm is currently looking to add additional products in the future. These will include making maple syrup and creating goat soap due to the interest of these products from the local community.


Rudemyer
12-3-71
26.73 ac.
ClB
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Lea
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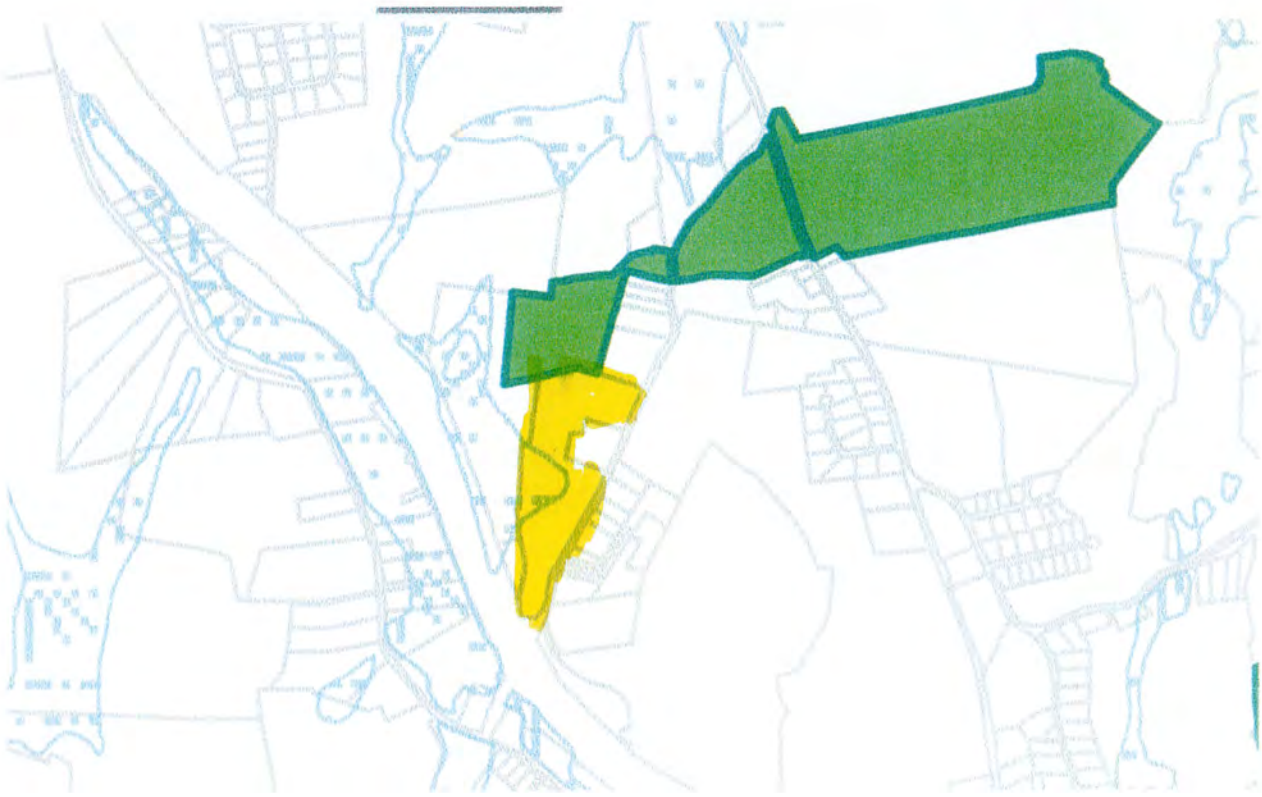
CuD

Yellow = Bowen Farm
Green = Rented Agricultural District



#4

(5.)

Putnam County Agricultural District Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: OLIVIA GARCIA Wulkan Andrew Wulkan

Farm Name: CLARA PATUNGA FARM

Mailing Address: 35 CANOPUS HOLLOW RD PUTNAM VALLEY, NY,10579

Farm Address: 35 CANOPUS HOLLOW RD PUTNAM VALLEY, NY, 10579

Town farm is located in PUTNAM VALLEY

Email: OLIVIAGM12@HOTMAIL.COM

Daytime Phone: _____

Cell Phone: 914-588-8766

Emergency Contact:

Landline Phone: 609-829-3208

Cell Phone: 609-829-3208

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
1.70	1	0
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☒ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☒ Cash Crop (vegetable)	☐ $50,000 to $99,999	☒ $40,000 to $99,999
☒ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☒ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
72.12-1-6	PUTNAM VALLEY	1.70	OWN

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

_____

_____

_____

_____

_____

_____

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: no
* List any Deed Restrictions or Easements: non
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: 4/29/2025

Print Name: Andrew Wulkan Are you the landowner? ☐ Yes ☒ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

#4
(6)

Putnam County Agricultural District Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Justin Baker

Farm Name: Cucumber Hill Farm

Mailing Address: 50 Mill St
Putnam Valley, NY 10579

Farm Address: 50 Mill St
Putnam Valley, NY 10579

Town farm is located in Putnam Valley

Email: justin@cucumberhill.com

Daytime Phone: 845-531-9578

Cell Phone: 845-531-9578

Emergency Contact:

Landline Phone: none

Cell Phone: 845-531-9578

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
28.85	3	
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☒ $10,000 to $49,999	☒ $10,000 to $39,999
☒ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☒ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☒ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
84.-2-41	Putnam Valley, NY	28.85	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

We would like to present this proposal to include Cucumber Hill Farm in Putnam Valley, NY, in the Agricultural District. Our goal is to transform this property into a vibrant community hub centered around sustainable agriculture, regenerative practices, education, and environmental stewardship while maintaining and respecting what makes Putnam Valley a special place to live and visit.

Business plan is attached.

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: none
* List any Deed Restrictions or Easements: List of easements attached
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V - Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: _____ Date: April 29, 2025

Print Name: Justin Baker Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

• Business Plan: Cucumber Hill Farm

- **Date:** April 28, 2025
  Owner(s): Justin Baker, Miho Urisaka, Adam Starowicz
  Location: 50 Mill St, Putnam Valley, NY 10579

• Executive Summary

- Cucumber Hill Farm is a regenerative farm focused on producing premium chicken and duck eggs from birds raised in a natural woodland environment and fed with organic, locally sourced feed. In addition to high-quality egg production, our farm is evolving into a diversified ecological system that includes microgreens, mushrooms for forest management, and eventually a full produce garden. We're tackling local food waste through two synergistic programs: a **farm-integrated food scrap reuse program** and a **community composting initiative**. We are also building a role as a **local educational resource**, working with schools, families, and small groups to foster food system literacy and environmental awareness.

• Mission Statement

- *"To cultivate nutrient-dense food through regenerative practices that restore ecosystems, nourish communities, and reduce local food waste."*

• Business Objectives

- **Year 1 - 2:**
  - Establish premium egg production and secure recurring local sales
  - Set up infrastructure for initial microgreens production
  - Begin mushroom cultivation trials
  - Launch composting pilot program
  - Build community and resilience through collaboration with other local farms
- **Year 3 - 4:**
  - Expand produce production (vegetables and herbs)
  - Scale mushroom and microgreens production
  - Develop packaged compost for retail and wholesale

    - Increase participation in community composting by 50%
- **Year 5 - 6:**
    - Develop community educational programs (e.g., workshops on composting, poultry care, mushroom growing, and others based on community interest)
    - Partner with additional local businesses for food scrap collection
    - Explore a CSA (Community Supported Agriculture) program incorporating eggs, microgreens, mushrooms, and produce

---

• Products and Services

- **Premium Chicken and Duck Eggs**
    - Pasture-raised in a forest environment
    - Organic, local feed
    - Small-batch, hand-gathered and packaged
- **Microgreens**
    - Grown indoors and in greenhouses
    - Varieties: pea shoots, sunflower shoots, radish greens, mustard, and more
- **Mushrooms**
    - Species: Shiitake, Oyster, Lion's Mane
    - Grown in forested areas to aid forest management (selective thinning and deadwood use)
- **Seasonal Produce**
    - Gradual expansion into heirloom vegetables, leafy greens, herbs
- **Compost and Soil Amendments**
    - High-quality compost from community food waste
    - Bagged for retail or bulk sales to gardeners, landscapers, and local farms
- **Community Composting Program**
    - Food scrap collection service
    - Community education on composting practices

• Target Market

- Health-conscious consumers concerned with animal welfare through direct sales with eventual expansion into farmers' markets
- Farm shops, specialty food stores, butcher shops
- Local restaurants and cafes featuring farm-to-table menus
- Home gardeners and landscapers needing compost
- Environmental groups, local organizations, and sustainability-minded residents looking for community composting opportunities

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• Marketing and Sales Strategy

- **Brand Identity:** Emphasize sustainability, local sourcing, soil health, and humane animal care
- **Sales Channels:**
  - Direct-to-consumer (subscription egg deliveries, CSA)
  - Online preorders and farm pickup
  - Local grocers and farm-to-table restaurants
  - Farmers' markets
- **Marketing Tactics:**
  - Storytelling on social media (Instagram, YouTube, etc.)
  - Farm tours and volunteer days
  - Collaborations with chefs and nutritionists
  - Community workshops and composting classes
  - Partnerships with local environmental organizations

• Operations Plan

- **Infrastructure:**
  - Modular poultry housing structures
  - Indoor microgreens grow room
  - Mushroom logs and shaded grow areas in woods
  - Composting station with bins and aerators

- **Staffing:**
  - Owners will handle initial operations
  - Hire part-time and seasonal help as production scales
  - Volunteers/internships for compost program
- **Suppliers:**
  - Organic feed from local mills
  - Seeds and spawn from reputable organic suppliers
- **Logistics:**
  - Weekly deliveries to local customers
  - Food scrap pickups scheduled 2–3 times per week
  - On-farm composting managed daily

• Financial Plan

• Start-Up Costs:

- Mobile poultry housing and fencing
- Egg washing, grading, and packaging equipment
- Microgreens shelving, lights, and irrigation
- Mushroom cultivation supplies
- Composting infrastructure
- Marketing and branding materials
- Legal, insurance, and permitting fees
- **Estimated Total Start-Up Costs:** $30,000 (estimated based on actual investment and plans for expansion)

• Revenue Streams:

- Egg sales
- Microgreens sales
- Mushroom sales
- Produce sales
- Compost sales

- Educational workshop fees
- **Projected Revenue (Year 1):**
- Eggs: 100%
- $10,000
- **Projected Revenue (Year 2):**
- Eggs: 85%
- Microgreens: 10%
- Miscellaneous (workshops, produce): 5%
- $20,000
- **Projected Revenue (Year 3):**
- Eggs: 60%
- Microgreens: 15%
- Compost: 10%
- Mushrooms: 10%
- Miscellaneous (workshops, produce): 5%

  $35,000
- **Break-even expected:** Month 24–30.

Risk Analysis

- **Market Risks:** Shifts in consumer preferences, egg oversupply
- **Operational Risks:** Disease in poultry flock, crop failures
- **Weather Risks:** Droughts, heavy rains, and other extreme weather events affecting outdoor production
- **Mitigation Strategies:** Diverse revenue streams, comprehensive insurance coverage, maintaining strict biosecurity, investing in water conservation practices

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Sustainability and Impact Goals

- Divert at least 50,000 pounds of food waste from landfill annually by year 5

- Use 100% on-farm produced compost for vegetable operations within 3 years
- Increase soil organic matter and biodiversity annually
- Establish a model that can be replicated by other small farms and towns

EXCEPTION 7

L 140 cp. 320

RIGHT OF WAY:

RECEIVED FROM HARLEM VALLEY ELECTRIC CORPORATION ONE Dollar ($1.00) in consideration of which we hereby grant, convey and release unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove its electric lines, or any parts thereof including the necessary poles, wires, guys and appurtenances, for conducting and distributing electricity for public and private use, as said Company may now or from time to time deem necessary, along, upon and across the highways which adjoin or are upon the property and upon, over and along the property which we own or in which we have an interest situate on the highway known as the Hill Road at Adams Corners in the Town of Putnam Valley, County of Putnam, State of New York, with the right to trim or cut down now and from time to time, without further payment, any trees or brush along said line to a width of five feet on both sides of the line as from time to time maintained. The said Company shall pay for any other damages to said property for which the Company or its agents are responsible. Said damages to be ascertained by two disinterested freeholders to be selected and paid one by each party; they to select a third in case of non-agreement, who shall be paid one-half by each party Line to be constructed at present location of telephone poles along said road.

IN WITNESS WHEREOF we have hereunto set our hand and seal the 23rd day of June, in the year 1927.

SAMUEL WATSON (L S)

MARY A. WATSON (L S)

Subscribed in my presence

Frank B. Light

STATE OF NEW YORK)
: SS
COUNTY OF PUTNAM)

On the 23rd day of June, in the year 1927 before me personally came Frank B. Light to me known, who, being by me duly sworn did depose and say that he resides in Carmel N.Y.; that he knows Samuel and Mary A. Watson to be the individuals described in, and who executed the foregoing instrument; that he, said subscribing witness was present and saw them execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

A.B. Eells

Notary Public, Cert. filed.

Recorded June 30, 1927 at 3.08 P.M.

Ruth E. Townsend Sup. Clerk

EXCEPTION 8

EASEMENT AGREEMENT

AGREEMENT made the 1 day of March, 1977, between S. DANIEL SELDIN, residing at Mill Street, Putnam Valley, New York, party of the first part, and APHRODITE CONSTRUCTION CO., INC., a domestic corporation with offices at 88 Guernsey Street, Brooklyn, New York, party of the second part,

W I T N E S S E T H :

That for and in consideration of One Dollar ($1.00) and other good and valuable consideration paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, ~~sell,~~ and convey to the party of the second part, its successors and assigns forever, a permanent easement to discharge storm water ~~onto~~ through premises of the party of the first part located on the Easterly side of Mill Street in the Town of Putnam Valley, Putnam County, State of New York from premises of the party of the second part adjacent on the south to said premises, together with the right to excavate and construct and maintain such improvements, fixtures and conduits to receive, ~~retain~~ and conduct said storm water to an existing water course on the premises of the party of the first part.

The premises of the party of the first part over and through which said easement is granted are more particularly bounded and

described as follows:

BEGINNING at a point on the northerly boundary of lands of the party of the second part and the southerly boundary of the party of the first part, said point being South 66 degrees 46 minutes 27 seconds East 160.00 feet from a corner formed by the intersection of the northwest corner of lands of the party of the second part and the southerly and easterly boundaries of lands of the party of the first part; said point of beginning also being 785 feet distant, more or less, from the easterly side of Mill Street; running thence from said point of beginning through lands of the party of the first part North 5 degrees 55 minutes 00 seconds East 184.00 feet, and North 53 degrees 04 minutes 00 seconds West 220.00 feet to the center line of a stream; thence running along the center line of a stream, North 5 degrees 06 minutes 00 seconds East 29.43 feet to a point; thence continuing through said lands of the party of the first part the following courses and distances: South 53 degrees 04 minutes 00 seconds East 260.00 feet; North 78 degrees 43 minutes 00 seconds East 77.00 feet; South 70 degrees 35 minutes 00 seconds East 150.00 feet; and South 22 degrees 43 minutes 55 seconds West 248.17 feet to the northerly boundary of lands of the party of the second part and the southerly boundary of lands of the party of the first part North 66

degrees 33 minutes 03 seconds West 108.00 feet and North 66 degrees 46 minutes 27 seconds West 82.22 feet to the point and place of beginning.

S. DANIEL SELDIN

APHRODITE CONSTRUCTION CO., INC.

by: JOSEPH MARINELLI, PRESIDENT

SEAL

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the 1 day of March, 1977, before me personally came JOSEPH MARINELLI to me known, who, being by me duly sworn, did depose and say that he resides at 88 Guernsey Street, Brooklyn, New York, that he is the President of APHRODITE CONSTRUCTION CO., INC., 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, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

KENNETH H. LANGA
NOTARY PUBLIC, State of New York
No. 60-7423593
Qualified in Westchester County
Term Expires March 30, 19[illegible]

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the 1 day of March, 1977, before me personally came S. DANIEL SELDIN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

KENNETH H. LANGA
NOTARY PUBLIC, State of New York
No. 60-7423593
Qualified in Westchester County
Term Expires March 30, 19[illegible]

LIBER 744 204

PUTNAM COUNTY
'77 JUN 28 AM 9 07
CLERK'S OFFICE

8.50
TAX EXEMPT

RECEIVED
$ EXEMPT
REAL ESTATE
JUN 28 1977
TRANSFER TAX
PUTNAM
COUNTY

EASEMENT AGREEMENT

S. DANIEL SELDIN

with

APHRODITE CONSTRUCTION
CO., INC.

DATED: March 1, 1977

Record and Return to:

GOODHUE, LANGE & ARONS
51 SMITH AVENUE
MOUNT KISCO, NEW YORK 10549
(914) 666-8033

Recorded in the Clerk's Office of
the County of Putnam on the
28 day of June 1977
at 9 hours and 07 minutes AM
in Book No. 744 of Deeds
on page 200 and compared.

Clerk

EXCEPTION 9

STATUTORY FORM B—(CHAPTER 681, LAWS 1917)—NO. 226
Bargain and Sale Deed—Without Covenant against Grantor.—Individual

THE CHISHOLM PRINTING COMPANY, 225 VARICK ST., N.Y. 6684

This Indenture,

Made the 17th *day of* December *, nineteen hundred and* eighty-one

Between REUBIN SELDIN
residing at RD 3 Mill Street
Putnam Valley, N.Y. 10579

party of the first part, and

NO Transfer Tax

S. DANIEL SELDIN
residing at RD 3 Mill Street
Putnam Valley, N.Y. 10579,

party of the second part:

Witnesseth, *that the party of the first part, in consideration of*

TEN- - - - - - - - - - - - - - ($10.00)- - - - - - - - - - - - *Dollars,*

lawful money of the United States, and other valuable consideration

paid by the party of the second part,

do e*shereby grant and release unto the party of the second part,*

his heirs, distributees *and assigns forever,*

All that certain easement and right of way to the use of that "50' WIDE RIGHT OF WAY" area as shown on map entitled "MINOR SUBDIVISION LANDS OF REUBIN SELDIN, TOWN OF PUTNAM VALLEY, PUTNAM COUNTY, NEW YORK" made by Donald J. Donnelly, L.S. November 5, 1980, revised February 20, 1981, filed in Putnam County Clerk's Office June 10, 1981 as Map No. 1812, as a means of access for ingress, egress and utilities between lands of S. Daniel Seldin and Williams Drive in Westchester County. Said lands of S. Daniel Seldin are described in deed to him dated August 3, 1948, recorded in Putnam County Clerk's Liber 351 of deeds page 82 on August 6, 1948 and are located generally as shown on said filed Map No. 1812 where they adjoin the westerly boundary of LOT NO. 1 on said map.

Said right of way to be used as an appurtenance to said premises of S. Daniel Seldin as described in said deed recorded in Liber 351 cp 82, in common with others and is to be kept free open and unobstructed at all times.

Tax billing address,
S. Daniel Seldin
RD 3 Mill Street
Putnam Valley, N. Y. 10579

~~Together with the appurtenances and the estate and rights of the party of the first part in and to said premises~~

To have and to hold ~~the premises~~ the easement and right of way herein granted unto the party of the second part, his heirs, distributees and assigns forever.

And The grantor, in compliance with Section 13 of the Lien Law, covenant as follows: That he will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that he will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set hand and seal the day and year first above written.

In the Presence of

REUBIN SELDIN

State of New York
County of ~~WESTCHESTER~~ New York } SS:

On the 17th day of December nineteen hundred and eighty-one before me personally came REUBIN SELDIN to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that executed the same.

C. EDWARD DOYLE
Notary Public in the State of New York
Appointed in Putnam County
Commission Expires March 30, 19[illegible]

10.00
T.T. EXEMPT

Deed.

REUBIN SELDIN

TO

S. DANIEL SELDIN

Dated, December 17R *19* 81

The premises affected by the within instrument are situate in the Town of Putnam Valley, County of Putnam and State of New York, and are designated on the Tax Maps of the Town of Putnam Valley as part of TM 120-1-11-1.

Tax Billing Address:
S. Daniel Seldin
RD 3 Mill St.
Putnam Valley, N.Y. 10579

R + R

LAW OFFICES
CHARLES E. DOYLE
DOYLE BUILDING
PEEKSKILL, N.Y. 10566
PO Box 150

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

PUTNAM COUNTY
RECEIVED ON THE 29 DAY OF DEC 81
AT 11 H. 27 M. 4 M. RECORDED IN
BOOK No. 781 OF DEEDS
AT PAGE 483 AND EXAMINED

CLERK

LIBER 781 PAGE 485

PUTNAM COUNTY
1981 DEC 29 AM 11 27
CLERK'S OFFICE

PUTNAM COUNTY
1981 DEC 29 AM 11 27
CLERK'S OFFICE

1100

RECEIVED
$ EXEMPT
REAL ESTATE
DEC 29 1981
TRANSFER TAX
PUTNAM
COUNTY

EXCEPTION 10

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into on ~~September 6th, 1985~~ May 27, 1987, between DANIEL SELDIN, residing at Mill Street, Putnam Valley, New York, hereinafter SELDIN, and APHRODITE CONSTRUCTION CO., INC., on behalf of its successors and assigns, a domestic corporation having its principal place of business at Mill Street, Putnam Valley, New York, hereinafter APHRODITE.

W I T N E S S E T H :

WHEREAS, SELDIN is the owner of a certain parcel of land situate, lying and being in the Town of Putnam Valley, County of Putnam and State of New York, situate on the northerly side of Mill Pond Road, and bounded by the said northerly side of Mill Pond Road and by Open Space and Recreation Areas as shown on a certain map entitled, "Subdivision of Property Known as Section Two Mill Ponds, Situate in Putnam Valley, New York" prepared by Donald J. Donnelly, P.L.S. dated October 23, 1979, filed on January 10, 1980, in the Putnam County Clerk's Office as Map No. 1628A; and

WHEREAS, APHRODITE is the owner of a certain parcel of land situate, lying and being in the Town of Putnam Valley, County of Putnam and State of New York, known as Mill Pond Road; and

WHEREAS, the above-described premises adjoin each other; and

WHEREAS, the parties desire to establish a slope easement over the southerly forty (40) feet of the premises of the party of the first part abutting said Mill Pond Road,

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, SELDIN conveys to APHRODITE, its successors and/or assigns, as holder of

fee title of the road, the right to enter said premises for the purpose of cutting and maintaining a stable earth slope.

IN WITNESS WHEREOF, the parties have set their hands on the day and year written above.

DANIEL SELDIN

APHRODITE CONSTRUCTION CO., INC.

By: JOSEPH MARINELLI, President

STATE OF NEW YORK : COUNTY OF PUTNAM ss.:

On the ~~6th~~ 27 day of ~~September~~ MAY, 198~~8~~7, before me personally came DANIEL SELDIN, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

Felicia G. Winogradoff
Notary Public
State of New York
4802507
Qualified in Putnam Coun
Term Expires March 30, ~~19~~ 1988

STATE OF NEW YORK : COUNTY OF PUTNAM ss.:

On the ~~6th~~ 27 day of ~~September,~~ MAY 198~~8~~7, before me personally came JOSEPH MARINELLI, to me known, who, being by me duly sworn, did depose and say that he resides at RD 3, Mill Street, Putnam Valley, New York, that he is the President of APHRODITE CONSTRUCTION CO., INC., 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; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

Felicia G. Winogradoff
Notary Public
State of New York
4802507
Qualified in Putnam County
Term Expires March 30, 1988

0983 0118

EASEMENT AGREEMENT

Between

DANIEL SELDIN

and

APHRODITE CONSTRUCTION CO., INC.

Dated: ~~September 6, 1985~~ MAY 27, 1987

Tax Map 120
Block 1
P/O Lot 18

GOODHUE BANKS ARONS & PICKETT
126 BARKER STREET
P.O. BOX 120
MOUNT KISCO, NEW YORK 10549-0120
(914) 666-6033

14.00
TRANSFER TAX EXEMPT

1576

RECEIVED
$ EXEMPT
REAL ESTATE
DEC 17 1987
TRANSFER TAX
PUTNAM
COUNTY

PUTNAM COUNTY CLERK'S OFFICE
RECEIVED ON THE 17 DAY OF Dec 1987
AT 9 H. 22 M. A.M. RECORDED IN
BOOK No. 988 OF Deeds
AT PAGE 116 AND EXAMINED

CLERK

PUTNAM COUNTY
CLERK'S OFFICE
DEC 17 9 22 AM '87

#4

(7)

Putnam County Agricultural District Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: JESSICA JARRETT Farm Name: LOBSTER HILL FARM

Mailing Address: 300 FOGGINTOWN RD. BREWSTER, NY 10509 Farm Address: 300 FOGGINTOWN RD. BREWSTER, NY 10509

Town farm is located in SOUTHEAST & PATTERSON Email: JESSICA@LOBSTERHILLFARM.COM

Daytime Phone: (845) 656-8897 Cell Phone: (845) 656-8897

Emergency Contact:

Landline Phone: (845) 656-8897 Cell Phone: (313) 648-1145

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned: 75	Number of Acres Farmed: 75	Number of Acres Rented: N/A
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☒ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☒ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☒ Over $200,000
☒ Poultry (eggs)	☐ Over $500,000	
☒ Poultry (meat)		
☒ Livestock (type: PIGS)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☒ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
35.-1-10	SOUTHEAST	56.12	OWN
35.-4-56	PATTERSON	22.49	OWN

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

75+ acre regenerative farm raising pastured protein for direct to consumer sales. Goats for meat and dairy, chickens for eggs and meat, and hogs for pork. All animals are rotationally grazed with solar powered electric fencing to allow fresh forage for the animals, invasive specie mitigation for the land and natural pest/parasite management for the herds.

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: NONE
* List any Deed Restrictions or Easements: NONE
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: Jessica L Garrett Date: 4/25/25

Print Name: Jessica Garrett Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Presented By:
Jessica Jarrett

LOBSTER HILL FARM BUSINESS PLAN

2025

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Lobster Hill Farm, located in Brewster, NY, is a first-generation regenerative farm dedicated to prioritizing land stewardship and animal welfare. Specializing in pastured poultry, dairy goats, and forest-raised pork, the farm provides the community with high-quality protein choices.

Problem Statement:

Existing farming practices often prioritize profit over land stewardship and animal welfare, resulting in unsustainable agriculture methods. The community lacks access to high-quality, ethically raised protein options. A regenerative farm specializing in pastured poultry, dairy goats, and forest-raised pork is needed to address these environmental and ethical concerns while providing the community with healthier protein choices.

Proposed Solution:

Lobster Hill Farm is a family-owned regenerative farm in Brewster, NY, focusing on pastured poultry, dairy goats, and forest-raised pork. Emphasizing land stewardship and animal husbandry, the farm provides premium options directly to the customer. With a community-focused approach, it offers high-quality, sustainable products.

Value Proposition:

Lobster Hill Farm offers premium, regeneratively farmed poultry, dairy, and pork, prioritizing land stewardship and animal welfare. With a community-focused approach, the farm ensures quality, sustainable products for customers seeking ethically produced protein.

BUSINESS DESCRIPTION

What Lobster Hill Farm is all about

What sets Lobster Hill Farm apart is its commitment to small-scale farming practices, allowing for daily personalized interaction with the animals to ensure their safety and well-being. Through proper animal husbandry and rotational grazing techniques, the farm maintains healthier animals with less chemical inputs. The emphasis on rotational grazing not only benefits the animals but also improves soil health, leading to the growth of better forage and the production of superior livestock; as well as superior soil composition allowing for better water filtration. This holistic approach distinguishes Lobster Hill Farm as a leader in sustainable farming practices within the community.

THREE YEAR OBJECTIVE

Lobster Hill Farm's three-year objectives focus on:

- Establishing the farm as a trusted source for premium, sustainable protein in the community.
- Expanding the product offerings to include a wider range of regenerative farm products.
- Enhancing customer experiences through educational events, farm tours, and community engagement.
- Increasing revenue by attracting more customers and expanding distribution channels.
- Building customer loyalty through transparent practices, high-quality products, and personalized customer service.

Key's to Success:

- Regenerative farming practices: Implementing sustainable methods to enhance soil health and ecosystem resilience.
- Animal welfare focus: Prioritizing the well-being of poultry, dairy goats, and pork raised on the farm for premium quality protein.
- Community engagement: Foster strong relationships with the local community through events, education, and outreach.
- High-quality products: Offer premium, sustainable protein options to meet the demands of discerning customers.
- Land stewardship: Demonstrate a commitment to preserving and improving the land for future generations.
- Diversified product line: Provide a variety of pastured poultry, dairy, and forest-raised pork products to cater to different preferences.
- Strong brand and marketing: Build a recognizable brand that is known throughout the community for its standards in animal welfare and quality products.
- Online presence: Enhance visibility and reach a wider audience through an engaging website and active social media presence.

PRODUCTS/ SERVICES

Community Supported Agriculture (CSA)

Pricing varies
The family-owned regenerative farm offers a unique Community Supported Agriculture (CSA) program that provides customers with a personalized experience akin to receiving a care package from home each week. The CSA includes a delightful assortment of pastured poultry, dairy products, freshly made items, farm-fresh produce, flowers, herbs, eggs, and more, all reflecting the farm's commitment to quality and sustainability.

Pasture Raised Poultry

Pricing varies
The farm specializes in pasture-raised poultry, ensuring the highest quality and most flavorful poultry products for customers. By allowing the poultry to roam freely on pasture and supplementing with locally grown and milled non-GMO feed, the farm promotes animal welfare and produces healthier, more delicious poultry without the need for chemical inputs.

Forest Raised Pork

Pricing varies
There farm's forest-raised pork is a testament to their dedication to sustainable farming practices. By raising the pigs in a forested environment and practicing proper rotational grazing, the farm ensures that the animals are healthy and the meat is of exceptional quality. This approach not only benefits the animals but also contributes to the farm's commitments to land stewardship.




MARKET NEEDS

The customer needs for our family-owned regenerative farm focusing on pastured poultry, dairy goats, and forest-raised pork are as follows:

- Animal Welfare: Customers seek premium protein products from animals raised in a manner that prioritizes their safety, well-being, and overall health
- Sustainability: Customers are increasingly conscious of sustainable farming practices, including proper animal husbandry and rotational grazing, which results in healthier animals and minimal chemical inputs.
- Quality: Customers value high-quality products derived from small scale farming that allows for better interaction with the animals, leading to premium protein offerings.
- Community Engagement: Customers are drawn to community-focused farms that emphasize land stewardship, resulting in better soil quality, improved forage growth, and ultimately superior livestock.

Market Trends

The following are the primary market trends relevant to the company:

- Sustainable Agriculture: Increasing consumer demand for regenerative farming practices that prioritize land stewardship and animal welfare.
- Locally Sourced Products: Growing trend towards supporting local farms that provide high-quality protein options to the community.
- Animal Welfare Focus: Heightened awareness and preference for farms that prioritize proper animal husbandry and interaction for the well-being of the animals.
- Chemical-Free Production: Rising interest in products from farms that use little to no chemical inputs, ensuring healthier and more natural food options.
- Soil Health Importance: Growing recognition of the impact of proper rotational grazing on soil health, leading to better forage growth and ultimately, healthier livestock.

MARKET SEGMENTATION

Lobster Hill Farm strategically segments its market based on the following criteria:

- Demographics: Health-conscious individuals and families seeing high-quality protein choices, with a preference for locally sourced and sustainably raised products. This includes consumers who prioritize animal welfare and sustainable farming practices.
- Lifestyle: Customers who value knowing where their food comes from and are willing to support small-scale farms that prioritize land stewardship and animal well-being. These individuals are likely to be interested in the story behind their food and the farming practices used.
- Behavioral: Consumers who actively seek out products that are produced using proper animal husbandry practices and rotational grazing methods. These customers are likely to be loyal to brands that prioritize animal welfare, sustainable farming, and minimal chemical inputs.
- Psychographics: Individuals who are environmentally conscious and are looking to support regenerative farming practices that focus on improving soil health, animal welfare, and overall ecosystems sustainability. These consumers are interested in the holistic approach to farming that Lobster Hill Farm provides.

By aligning its product offerings and services with the needs and preferences of these specific market segments, Lobster Hill Farm aims to enhance customer satisfaction and loyalty. The company leverages its target market segmentation to effectively tailor its marketing strategies, ensuring that it attracts customers who value the unique features and values that the farm embodies.

Competitive Advantage

Lobster Hill Farm's competitive advantage stems from its dedication to regeneration farming practices that prioritize land stewardship and animal welfare. Specializing in pastured poultry, dairy goats, and forest-raised pork, the farm offers high-quality protein options to the community. The unique features of small-scale farming enable better interaction with the animals, ensuring their safety and well-being. Through proper animal husbandry and rotational grazing techniques, Lobster Hill Farm maintains healthier animals with minimal chemical inputs. The emphasis on rotational grazing not only benefits the livestock but also improves soil quality, leading to better forage growth and ultimately, superior livestock. These practices differentiate Lobster Hill Farm in the market by providing sustainable, high-quality products while promoting environmental and animal welfare.

MARKETING PLAN

Localized Community Events

Lobster Hill Farm will organize and host a series of community events such as farm tours workshops on regenerative farming practices, and educational sessions on the benefits of pastured poultry and forest-raised pork. These events will not only attract local residents but also serve as a platform to showcase the farms commitment to sustainable agriculture and animal welfare.

Educational Content Creation

To position Lobster Hill Farm as a leader in regenerative farming, the company will create and share education content on its website and social media platforms. This content will include blog posts, videos, and infographics that highlight the benefits of small-scale farming, proper animal husbandry, and rotational grazing. By providing valuable information, Lobster Hill Farm will engage with its audience and build credibility within the community.

Partnerships with Local Restaurants and Markets

Lobster Hill Farm will establish partnerships with local restaurants, farmers' markets, and grocery stores to supply them with high-quality pastured poultry, dairy goat products, and forest-raised pork. These partnerships will not only expand the farm's reach but also allow customers to access its premium protein choices conveniently. By collaborating with local businesses, Lobster Hill Farm can tap into existing customer bases and attract new clientele.

Interactive Social Media Campaigns

Lobster Hill Farm will engage with its audience through interactive social media campaigns that showcase behind-the-scenes glimpses of daily farm life, introduce the animals, and share stories of sustainable farming practices. By creating a connection between consumers and the farm, Lobster Hill Farm can humanize its brand and differentiate itself in the market.

MANAGEMENT TEAM

Jessica Jarrett | Owner/Farmer

Jessica Jarrett is a self-taught farmer with a passion for land stewardship, animal husbandry, and waste reduction. Her commitment to sustainable farming practices and community-focused approach sets Lobster Hill Farm apart in the industry.

Key Responsibilities:

- Managing the day-to-day operations of the regenerative farm to ensure smooth functioning.
- Implementing sustainable farming practices for pastured poultry, dairy goats, and forest-raised pork.
- Overseeing animal husbandry practices to ensure the well-being of the livestock.
- Developing and maintaining relationships with the local community and customers.
- Ensuring that Lobster Hill Farm delivers high-quality, premium protein options to its customers.

Mission:

Lobster Hill Farm's mission is to lead the way in regenerative agriculture, placing a strong emphasis on land stewardship and animal welfare. Specializing in pastured poultry, dairy goats, and forest-raised pork, the company is dedicated to providing the community with high-quality protein options. By prioritizing sustainable practices and ethical treatment of animals, Lobster Hill Farm aims to contribute to a healthier ecosystem and promote responsible farming methods.

Vision:

Lobster Hill Farm is dedicated to revolutionizing the agricultural industry by championing regenerative farming practices that prioritize land stewardship and animal welfare. Specializing in pastured poultry, dairy goats, and forest-raised pork, the company aims provide the community with high-quality protein choices while promoting sustainability and ethical farming methods. Lobster Hill Farm envisions a future where farming harmonizes with nature, creating a healthier ecosystem for generations to come.

Values:

Lobster Hill Farm is guided by the values of regenerative agriculture, animal welfare, and community nourishment, emphasizing sustainable land management practices and ethical animal care. The company is committed to providing the community with high-quality, locally sourced protein options while prioritizing the least of the land and animals.

SWOT ANALYSIS

Strengths

- Unique value proposition centered on regenerative farming practices prioritizing land stewardship and animal welfare.
- High-quality protein choices provided to the community, meeting the increasing demand for sustainable and ethically sourced food products.
- Small scale farming operations allowing for better interaction with animals, ensuring their safety and well-being.

Weaknesses

- Limited scalability due to the small-scale farming approach, potentially restricting the ability to meet high demand.
- Reliance on weather conditions and other external factors impacting crop yields and livestock production.
- Higher production costs associated with proper animal husbandry and rotational grazing practices.

Opportunities

- Growing consumer interest in sustainable and ethically produced food products, creating opportunities for marketing expansion.
- Potential partnerships with local restaurants, markets, and community-supported agriculture programs to increase brand visibility.
- Diversification of product offerings or expansion into value-added products like charcuterie or apothecary products.

Threats

- Competition from larger industrial farms offering lower-priced products.
- Regulatory challenges related to food safety standards and animal welfare regulations.
- Market fluctuations and consumer preferences shifting towards alternative protein sources.

PESTLE ANALYSIS

Social:

- The trend towards sustainable and ethical food production is on the rise, with consumers showing a preference for products that prioritize animal welfare and environmental stewardship. According to Impact Analytix, the global market for organic, regenerative, and grass-fed products is projected to reach $1.2 trillion by 2027.
- There is a growing interest in supporting local agriculture and knowing where food comes from, with consumers increasingly valuing transparency in the food supply chain.

Technological:

- Technological advancements in agriculture, such as precision farming tools, can enhance farm management practices, improve animal welfare monitoring, and optimize grazing patterns for better land stewardship.
- Innovation in alternative energy sources, such as solar panels and wind turbines, can help reduce the farm's carbon footprint and operational costs.

Environmental:

- Climate change and environmental degradation are driving the need for regenerative farming practices that focus on soil health, biodiversity, and carbon sequestration. Proper rotational grazing and holistic land management at Lobster Hill Farm can contribute to carbon sequestration and biodiversity conservation.
- Regenerative farming practices can help mitigate the negative impacts of conventional agriculture, such as soil erosion, water pollution, and greenhouse emissions, by promoting soil regeneration and ecosystem resilience.

Political:

- Governmental policies and initiatives that support sustainable agriculture, such as conservation programs, organic farming subsidies, and carbon offset markets can create opportunities for Lobster Hill Farm to access funding, resources, and market incentives.
- Regulations related to animal welfare, food safety, and environmental protection may influence the farm's operations and marketing strategies, requiring compliance with standards and certifications to meet consumer expectations.

Economics:

- The demand for high-quality, ethically produced food products is creating market opportunities for regenerative farms like Lobster Hill Farm, as consumers are willing to pay premium prices for products that align with their values.
- Local food systems and direct-to-consumer sales channels can help the farm capture a larger share of the market value by reducing distribution costs, increasing price transparency, and fostering community engagement.

FINANCIALS

2023 -$17,000 (actual)

$6,000 - CSA program: 10 members
$5,000 - On-farm activities: Baby goat snuggling, Hiking with goats, Cheesemaking classes
$6,000 - Direct to consumer sales: Farmers Markets, On-farm sales

2024 -$46,300 (actual)

$18,000 - CSA program: 20 members
$13,700 - On-farm activities: Baby goat snuggling, Hiking with goats, Goat Yoga, Cheesemaking classes, Farm Camp
$32,500 - Direct to consumer sales: Farmers Markets, On-farm sales

2025 -$64,200 (projected)

$18,000 - CSA program: 20 members
$13,700 - On-farm activities: Baby goat snuggling, Hiking with goats, Goat Yoga, Cheesemaking classes, Farm Camp, Farm Stays
$32,500 - Direct to consumer sales: Farmers Markets, On-farm sales

2026 -$130,525 (projected)

$18,000 - CSA program: 20 members
$60,525 - On-farm activities: Baby goat snuggling, Hiking with goats, Goat Yoga, Cheesemaking classes, Farm Camp, Farm Stays
$52,000 - Direct to consumer sales: Farmers Markets, On-farm sales

Cont of #4 (7.)

Edward Gordon

From:	Jessica Jarrett <Jessica@lobsterhillfarm.com>
Sent:	Monday, May 19, 2025 11:30 AM
To:	Putnam Co Legislature
Subject:	300 Foggintown Road, Southeast, Putnam County
Attachments:	300FoggintownRoad_Delineation_BR-12.pdf

You don't often get email from jessica@lobsterhillfarm.com. Learn why this is important

Please attach the below information to our agricultural district enrollment file.
Thank you,
Jessica Jarrett
Lobster Hill Farm

NEW YORK STATE | **Department of Agriculture and Markets**

Notice of Inspection
Division of Food Safety and Inspection
10B Airline Drive, Albany, NY 12235

Date 05/01/25

County Code – Establishment Number 34/[illegible]

Owner Name [illegible] Jessica

Trade Name Lobster Hill Farm

Address 300 Foggatown Rd Excelsior, NY 10928

An inspection of your establishment was made today pursuant to provisions of the New York State Agriculture and Markets Law relating to food.

The Establishment is in substantial compliance in that no critical deficiencies were observed.

A

A critical deficiency is a sanitation or food safety condition that must be corrected immediately. It may result in the assessment of civil penalties and other action provided by law, including administrative hearing or court action.

Article 28 of the NYS Agriculture and Markets Law requires a retail food store to post a copy of the date and results of its most recent sanitary inspection in a conspicuous location near the public entrance. A retail food store may comply with this requirement by posting a copy of this Notice of Inspection.

Give no heed to give any benefit, thing or money or harass any employee of the Dept. of Agriculture and Markets, your conduct will be reported to your local police or sheriff's department.

Representative's Name [illegible]

Title [illegible]

Representative's Signature [illegible]

Inspector's Signature [illegible] ID # [illegible]

Begin forwarded message:

From: Lobster Hill Farm <Andrew@lobsterhillfarm.com>
Date: May 18, 2025 at 9:19:58 PM EDT
To: Jessica Jarrett <Jessica@lobsterhillfarm.com>
Subject: Fwd: 300 Foggintown Road, Southeast, Putnam County

Sent from my iPhone

Begin forwarded message:

From: "Lewandowski, Paige M (DEC)" <Paige.Lewandowski@dec.ny.gov>
Date: August 16, 2024 at 11:40:42 AM EDT
To: Lobster Hill Farm <andrew@lobsterhillfarm.com>
Subject: 300 Foggintown Road, Southeast, Putnam County

Hello Andrew,

Attached is a sketch of where I hung wetland flags on Wednesday. The actual wetland boundary is very similar to the regulatory mapped boundary and mostly follows one of the stone walls. I talked to one of our threatened and endangered species biologists about the site and am waiting for more feedback regarding considerations for bog turtles. I will forward more information on that when I receive it, but I wanted to get the information regarding NYS DEC regulated streams and wetlands to you ASAP.

Article 24 Freshwater Wetlands

The wetland on your property is a state regulated Class II wetland. State regulated wetlands and their 100 foot adjacent area are protected by Article 24 of Environmental Conservation Law. You can find general information on our website about activities that require a permit at: Freshwater Wetlands: Do I Need a Permit?. For a detailed list of exempt activities and activities requiring a permit visit: NY Codes, Rules and Regulations Part 663.4 Regulatory procedures. Conducting an agricultural activity, as defined in the act or Section 663.2, is listed as an *exempt* activity in both the wetland and adjacent area. See below for the definition of agricultural activity. I have highlighted the sections that apply to the activities we discussed during the site visit.

Agricultural activity means:

The activity of an individual farmer or other landowner in:

grazing and watering livestock;

making reasonable use of water resources for agricultural purposes;

harvesting the natural products of wetlands;

the selective cutting of trees;

the clear-cutting of vegetation, other than trees, for growing agricultural products;

constructing winter truck roads of less than five meters (approximately 16 feet) in width for removing trees cut in accordance with subparagraph (iv) of this paragraph where construction is limited to cutting vegetation and compacting ice and does not alter water flows;

operating motor vehicles for agricultural purposes;

draining for growing agricultural products;

erecting structures, including fences, required to enhance or maintain the agricultural productivity of the land;

using chemicals and fertilizers according to normally accepted agricultural practices, in order to grow crops for human and animal consumption or use, in or adjacent to wetlands, where authorized by other State, Federal or local laws, including application of stabilized sludge as fertilizer when applied at agronomic loading rates in accordance with a valid Part 360 or 364 land spreading permit; or

otherwise engaging in the use of wetlands for growing agricultural products such as crops, vegetables, fruits or flowers, but

Does not mean:

clear-cutting trees;

constructing roads that require moving earth or other aggregate or that alter water flow or in any way deviate from subparagraph (1)(vi) of this subdivision;

filling or deposition of spoil, even for agricultural purposes;

mining; or

erecting structures not required to enhance or maintain the agricultural productivity of the land.

NYS DEC does not require a Freshwater Wetlands permit for grazing animals in or near a wetland, or placement of fencing to maintain agricultural activities.

Article 15 Protection of Waters (POW)

All waters of the state are provided a class and standard designation based on existing or expected best usage, which also determines the protection status of a particular water or waterway segment. Streams and small waterbodies -- ponds and lakes with a surface area of 10 acres or less -- located in the course of a stream with a classification of AA, A, or B, or with a classification of C with a standard of (T) or (TS) are collectively referred to as *protected streams* and are subject to the stream protection provisions of the POW regulations.

The stream on your property is a **Class C** stream. It is *not* jurisdictional under Disturbance of The Bed or Banks of a Protected Stream, as it is not classified as a "protected stream." The stream on your property is not navigable, so therefore it is *not* jurisdictional under Excavation or Placement of Fill in Navigable Waters. **A Protection of Waters permit from NYS DEC is not required for grazing of animals or placement of fencing adjacent to or over the stream on your property.** For more information on Protection of Waters permits visit: Protection of Waters Program.

Regarding sediment removal of the small in-stream impoundment, you may need a Water Quality Certification. Please refer to the section "Water Quality Certification for Projects Requiring a Federal Permit" on NYS DEC's Protection of Waters page, the webpage provides the following information:

Under Section 401 of the Clean Water Act (CWA), a federal agency may not issue a permit or license to conduct any activity that may result in any discharge into waters of the United States unless a Section 401 Water Quality Certification (WQC) is issued, verifying compliance with state water quality requirements. In New York State, applicants for a Federal license or permit for activities that may result in a discharge into waters of the United States are required to apply for and obtain a WQC from DEC indicating that the proposed activity will comply with New York State water quality standards.

A WQC from DEC is most commonly required when a project also requires a permit from the U.S. Army Corps of Engineers under Section 404 of the CWA for the placement of fill in waters of the United States.

Some examples of activities requiring a WQC are:

- *Streambank & lake shoreline stabilization*
- *Bridge & culvert installations and repair*
- *Dredging in navigable waters*
- *Road and driveway construction in wetlands or streams*
- *Temporary construction access in wetlands or streams*

Threatened and Endangered Species

Your property is within screening distance for bog turtles. The bog turtle is listed as an endangered species in New York and is protected by Environmental Conservation Law (Section 11-0535) and the New York Code of Rules and Regulations (6 NYCRR Part 182). A permit is required for any proposed project that may result in a "take", which includes, but is not limited to, adverse modification, degradation or destruction of occupied habitat. If project related impacts cannot be fully avoided or minimized, an Incidental Take permit may be required.

Other Regulations

Your property is within the New York City Department of Environmental Protection (NYC DEP) Croton Watershed. There are regulations for certain activities within the watershed. You can view more information on regulations and permitting at NYC DEP - Regulations. NYC DEP has programs to assist landowners, including a Watershed Agricultural Program that helps farmers develop plans for their property. Information can be found at NYC DEP - Assistance for Homeowners & Landowners.

Best,
Paige

Paige Lewandowski
she/her/hers
Biologist 1, Bureau of Ecosystem Health

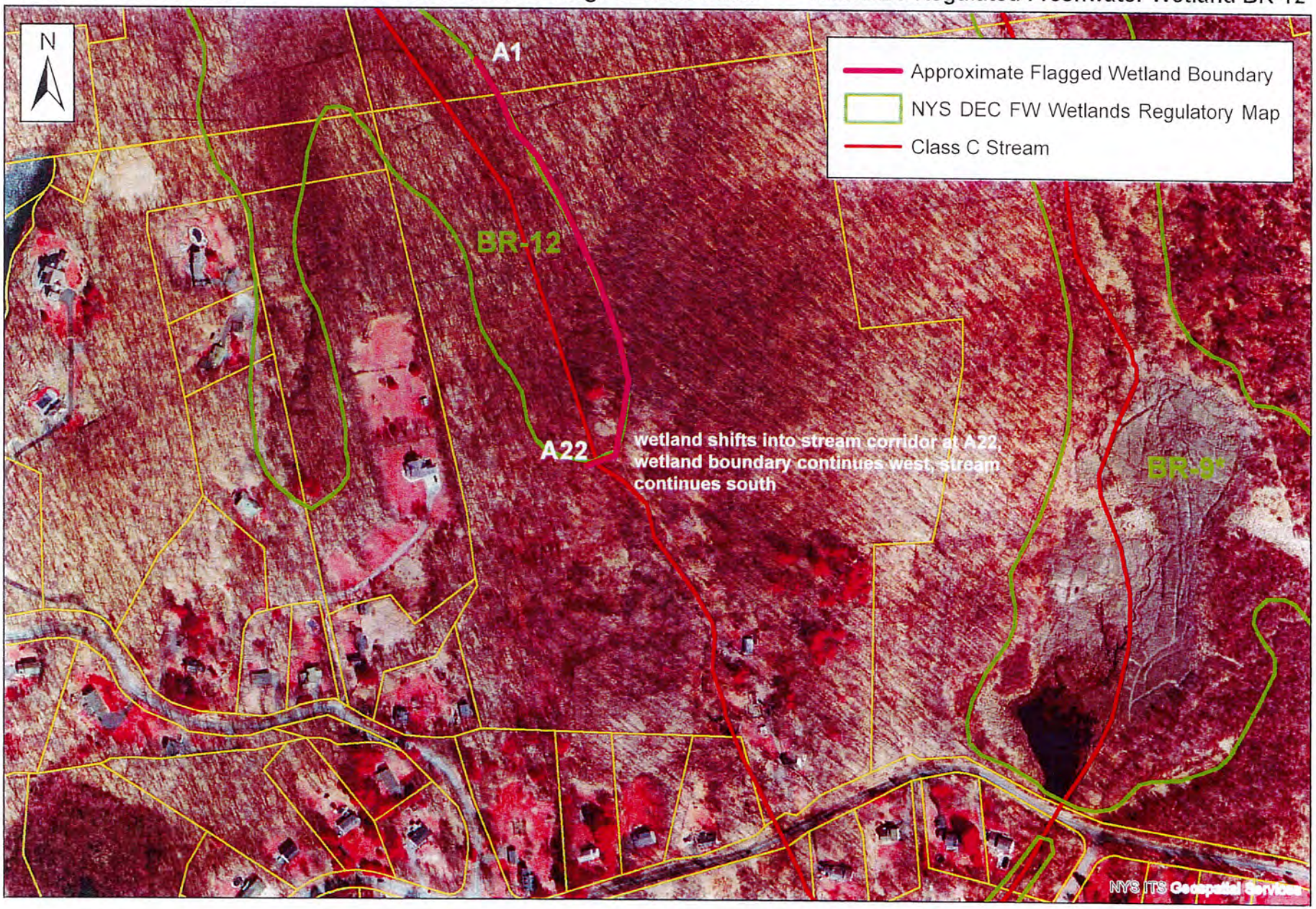
New York State Department of Environmental Conservation
21 South Putt Corners Road, New Paltz, NY 12561
P: (845) 256-3113 | paige.lewandowski@dec.ny.gov
www.dec.ny.gov |

|

|

NEW YORK STATE | Department of Environmental Conservation

VISIT DATE: 8/14/2024 NYS DEC STAFF: Paige Lewandowski NYS DEC Regulated Freshwater Wetland BR-12



0 250 500 1,000 Feet

Note: this is an approximate sketch and cannot be used as an offical wetland boundary map

300 Foggintown Rd
Town of Southeast, Putnam County
Wetland Delineation for Lobster Hill Farm

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

#4
(8.)

Putnam County Agricultural District Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Peter A Cliarke & Martha M Cotto

Farm Name: Mother & Daughter Farm

Mailing Address: 187 Tammany Hall R

Farm Address: 187 Tammany Hall Rd

Town farm is located in Patterson NY

Email: pclarkern@gmail.com

Daytime Phone: 845-222-9073

Cell Phone: 845-222-9073

Emergency Contact:

Landline Phone: 845-222-9073

Cell Phone: 845-222-9073

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
15.5	6	0
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☑ $10,000 to $49,999	☑ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☑ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☐ Equine		
☑ Horticulture/Greenhouse		
☐ Sugarbush		
☑ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☑ Other NURSERY		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
34.-3-1.41	patterson	15.5	own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

buying slips of fruit trees/conifers /grapes growing them out for sales
goats/sheeps along with Alpaca Guardian animal
chicken/ducks for eggs/meat hoop house for small plant growi
firewood sales maple syrup collection processing /sales

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☑ No
* Identify any outstanding Town/County/State Violations: none
* List any Deed Restrictions or Easements: none
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☑ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: peter clarke Date: 04/29/2025

Print Name: Peter A Cliarke Are you the landowner? ☑ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Mother Daughter Farm business plan.

Starting a tree farm (fourth year of having one, actively)
Grossing $11-12 thousand per year.
Specialize in arborvitae and apple trees.
Tree slips bought at wholesale, using propagation to keep cost down.

Each year, variety will be added to stock to challenge and keep up with consumer interest.

Growing and creating additional space on my property to grow stock.

Brief sales plan.
Slips bought- then grown out to 36 inches and sold market value.

#4
(9.)

HRL
HOGAN, ROSSI & LIGUORI
ATTORNEYS AT LAW

John J. Hogan
Donald M. Rossi
Michael T. Liguori*

Nancy Tagliafierro*
Jamie Spillane*†
Scott J. Steiner
Brendan J. Liberati*

Of Counsel
Bonnie N. Feinzig

* Also Admitted in CT
† Also Admitted in NJ

April 24, 2025

VIA FEDERAL EXPRESS OVERNIGHT COURIER
Hon. Amy E. Sayegh, Chairwoman
Putnam County Legislature
40 Gleneida Avenue
Carmel, New York 10512

Re: Application for Addition of Land to Existing Agricultural District
Property: 122 Federal Road, Brewster, New York 10509

Dear Chairwoman Sayegh:

This firm represents Reinmaker Farm East LLC, the owner of the above-described Property. Submitted herewith is the LLC's Application for Addition of Land to an Existing Agricultural District. The Application seeks to include the Property in Putnam County Agricultural District 1.

As set forth in the enclosed Application, the Property, which consists of approximately 107 acres in the Town of Southeast will be used for the breeding of horses under the name "Reinmaker Farm". As the Board is likely aware, Reinmaker Farm has been an active farm operation in the County for the last 20 years. With this additional parcel, the Farm is expanding into a breeding operation. As such, inclusion of the Property within the existing Agricultural District would further the County's purpose of conserving and protecting agricultural land and encouraging the maintenance and development of open space for agricultural use.

In support of this request, a business plan, a copy of a breeding agreement, the survey and the barn plans are attached herewith. I have enclosed ten copies as the application does not indicate how many copies are required and I have not, as of yet, received a response from Mr. Tomann.

Thank you very much, and we look forward to your Board's consideration of the enclosed Application. Of course, if you have any questions regarding any aspect of the foregoing, or desire any additional information, please do not hesitate to contact me.

Sincerely,
Hogan, Rossi and Liguori

By: _____
Jamie Spillane, Esq.

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I. Landowner Identification

Landowner Contact

Owner Name: Reinmaker Farm East LLC

Farm Name: Reinmaker

Mailing Address: c/o Clocktower Commons Drive
Brewster, New York 10509

Farm Address: 122 Federal Road
Southeast, New York 10509

Town farm is located in Southeast

Email: haroldlepler@gmail.com

Daytime Phone: _____

Cell Phone: _____

Emergency Contact:

Landline Phone: _____

Cell Phone: Harold Lepler 914-403-6910

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II. Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital Investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☒ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☒ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☒ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
58.-1-34.2	Southeast	106.909	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

See attached.

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: None
* List any Deed Restrictions or Easements: See attached.
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No - Lot Line Adjustment Filed Map 2585A
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V - Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: Harold Lepler Date: 4/22/25

Print Name: Harold Lepler Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Reinmaker Farm has historically operated as a commercial boarding operation, breeding operation and haying operation in Putnam County for approximately 40 years. The farm operation has made income in excess of $50,000 for the last 20 years. The farm previously operated out of 266 Joe's Hill Road, a property that was and continues to be in the Putnam County Agricultural District and received an agricultural assessment for the 20 + years that it was operated as Reinmaker Farm.

Now, Reinmaker Farms East, hereinafter "Reinmaker", brings over 40 years of experience in breeding quality American Quarter Horse Association (AQHA) and National Reining Horse Association (NRHA) horses to the Town of Southeast. Reinmaker has bred some of the top money earning horses in NRHA history.

Our goal is not only to continue in this venture but to also add to it the newest biotechnology methods in the equine breeding industry on the 106 acres owned by Reinmaker Farms East LLC on Federal Road.

Our vision is to breed and sell a select few horses with the best genetics to become top performers in the reining discipline.

In the last 10 years NRHA has exploded with increased popularity and the exposure of NRHA shows, such as The Run for a Million, and with the popularity of TV shows such as The Last Cowboy and Yellowstone. There has also been a large increase in prize money offered at NRHA shows and events.

Between the increased exposure and increase in prize money offered, the need for high quality athletic horses has vastly increased with the need for high quality breeding operations.

We here at Reinmaker have a plan to breed 2 to 3 mare of the highest quality to the highest quality stallions. Using the newest method call Intracytoplasmic Sperm Injection [ICSI]. We will be able to reach these goals and raise the quality foals that will be a very valuable and desired product.

Our breeding program will be in conjunction with Leeman Farms of Massilon, Ohio as well as our local veterinarians. Our mares will be housed and cared for at the Reinmaker site on Federal Road and then sent to Leeman farms to foal and for rebreeding. Foals will then be prepared for sale with the assistance of NRHA's Top reining trainer and rider Shawn Flarida. A caretaker will be always on site at Reinmaker to clean, feed and care for mares. Hay, grain and bedding will be purchased locally. The farm will house at least 10 horses.

In conclusion we feel our lifetime of dedication and experience combined with our success in NRHA has put us in a position to breed and sell high quality horses in a quality not quantity program. Our target market has been nurtured and grown over the years of breeding and showing successfully.
We have surrounded ourselves with the best the industry has to offer. Combining the relationship with Leeman Farms and their ability to use the most advanced technology, and Shawn Flarida an

NRHA 8 million dollar showman and trainer, we are secure in our ability to achieve not only the breeding but significant income from sales. We anticipate the cost per horse to be approximately $30,000 and will have approximately $50,000 in income in year 2025.

FL Farm

LEEMAN FARM

DONOR MARE: TR Miss Money STALLION: Maytheforcebewhizyou

OFFICE USE ONLY:

ET Attempt #1_____ ET Attempt #2_____ ET Attempt #3_____

LEEMAN FARM and OWNER/LESSEE: hereinafter referred to as the Owner/Lessee; (If Lessee, please pro-vide a copy of the Lease Agreement.) AGREE TO THE FOLLOWING for the breeding season of 2025

1. $600.00 Non-Refundable Booking Fee. Clients with contracts on file will have priority over clients without a contract if a recipient mare shortage should occur. This is no guarantee that we will always have recips available. Booking fee will cover up to 3 embryo transfer attempts per contract. Booking fee is transferable to 2026 if no transfers are attempted in 2025.

2. An additional $500.00 will be due and payable at time of transfer if the Embryo was produced via ICSI. or an additional $600.00 due and payable at time of transfer if the Embryo was previously frozen.

3. A Pregnancy Fee of $4,000.00 will be billed at Heartbeat Detection. If there is No Heartbeat, no charges will apply and no fees will be assessed. All recipient mare fees are included in the Pregnancy Fee up to Heartbeat Detection.

4. Client may choose to leave recipient mare on site at agreed board/lease rate of $900/month until foaling and $1200/month after foaling until resulting foal is weaned.

5. There will be a grace period of 7 days after Heartbeat Detection for you to arrange pick up of the recipient mare. After the grace period, Owner/Lessee will be charged board at the rate of $20.00 per day and for any progesterone supplementation administered the recipient mare.

6. The open recipient mare must be returned to LEEMAN FARM by November 1st of her foaling year in good health and condition. If recipient mare is not returned by Nov. 1st of her foaling year Owner. Lessee must remit to LEEMAN FARM $2,000.00 for purchase of the recipient.

7. Gestation to term within normal limits guarantee : Lessee assumes care of the recipient. If the recipient does not carry the foal to term and has been returned to LEEMAN FARM open and in good health and flesh, Lessee will receive a $2,000.00 credit applied to the pregnancy fee the following breeding season. Mares foaling before 310 days are considered to have aborted, not carried foal to term. If the Recipient dies in the care of the Lessee, no credit will be given and a $2,000 fee will be due to LEEMAN FARM

8. Owner shall not use or allow the use of the Recip for any reproductive purposes other than that specifically performed by LEEMAN FARM. If the Recip is used without the express written permission from LEEMAN FARM, the owner shall pay a fee of $4,500.00

9. Lessee agrees that LEEMAN FARM shall not be liable for any injury , disease, or death of Donor Mare, Donor Mare's foal,Recipient Mare, nor any in-utero foal. Any insurance desired on the Donor Mare, Donor Mare's foal, pregnant recipient, and/in-utero foal is the sole responsibility of the Lessee.

10. Owner/Lessee will pay all outstanding charges in full before recovering or picking up the pregnant recipient and/or Donor Mare. LEEMAN FARM accepts VISA, MasterCard, Discover, and American Express or Check/Cash.

11. Owner/Lessee is responsible for parentage on embryo transfer foals. LEEMAN FARM will exercise its best judgment in maintaining records and identification on each Donor Mare and recipient.

12. I understand the $4,000.00 pregnancy fee is due and payable on day of Heartbeat Detection and that I am responsible for board, supplemental progesterone, and any and all other fees associated with the recipient mare and her care beginning the day after the above mentioned 7 days grace period.

Printed Name: Harold Lepler Text Update Phone Number: 914-403-6910 Harold 607-237-3945 Joan

Fax: _____ Email: haroldlepler@gmail.com

Address: 122 Federal Hill Rd

Brewster, NY

Owner Signature _____ Date 4/6/25

I hereby authorize LEEMAN FARM to charge the following credit card for charges not prepaid:

(A 3.5% Convenience Fee will be charged on all Credit Card transactions)

Circle One: VISA MasterCard AmEx

Name as appears on card:_____

Card Number:_____

Expiraton Date:_____ 3 or 4 digit CCV#_____ Billing Zip Code:_____

Authorized Signature: _____

Frozen **EMBRYO RIGHTS PURCHASE AND SALE AGREEMENT**
(the "Agreement")

Date of Agreement: 4-6-25

"Donor Mare" Information:

Name: TR Miss Money

Breed and Registration No.: AQHA

Date of Birth: 2018

Current Status: Frozen Embryo (Open) In Foal, Maiden)

"Donor Mare Owner" Information:

Name: Joan Schaefer

Address: 154 South St

City/State/Zip: Chenango Forks NY 13746

Telephone No.: 607-237-3945

Email Address: reininghorses@yahoo.com

"Embryo Rights Purchaser" Information:

Name: Harold Lepler Reinmaker Farms East

Address: 122 Federal Hill Rd

City/State/Zip: Brewster, NY

Telephone No.: 914-403-6910

Email Address: haroldlepler@gmail.com

"Embryo Rights Purchase Price"

USD$ 10,000, paid upon the following payment schedule: payment of $1,700 to Stallion owner upon heart beat detection. In the event more than a single embryo is flushed from the Donor Mare, Embryo Rights Purchaser shall pay to Donor Mare Owner USD$ ____, upon the following schedule: ____.

"Breeding Season" to which this Agreement applies: 2025

DMO Initials: ____
ERP Initials: ____

USE OF THIS AGREEMENT DOES NOT CONSTITUTE LEGAL ADVICE TO ANY PARTY. EACH PARTY SHOULD CONSULT THEIR OWN LEGAL COUNSEL. DONOR MARE OWNERS SHOULD CAREFULLY REVIEW ALL PROVISIONS, INCLUDING RETURN SERVICE, LIVE FOAL GUARANTEE, AND REFUNDS, TO ENSURE THE AGREEMENT REFLECT DONOR MARE OWNER'S COMMITMENTS.

1. In consideration of the payment of the Embryo Rights Purchase Price, Donor Mare Owner hereby sells to Embryo Rights Purchaser, and Embryo Purchaser hereby purchases from Donor Mare Owner, the right to one (1) embryo produced by Donor Mare, on the terms and conditions set forth in this Agreement.

2. Donor Mare Owner represents and warrants that Donor Mare is the sole owner of Donor Mare and is authorized to enter into this Agreement. Donor Mare Owner shall be responsible, at the sole cost and expense of Donor Mare Owner, for ensuring the sound and "clean" breeding condition of Donor Mare prior to the initiation of services provided in Section 4.

3. Donor Mare shall at all times remain in the custody and control of Donor Mare Owner. Embryo Rights Purchaser acknowledges that the embryo rights under this Agreement are non-exclusive and Donor Mare Owner may sell embryo rights to one or more additional purchasers for the same Breeding Season. According, there can be no assurance that Donor Mare will be bred pursuant to this Agreement on any particular ovulatory cycle during the Breeding Season. Embryo Rights Purchaser shall designate to Donor Mare Owner, in writing, the last date of the Breeding Season on which breeding of Donor Mare shall occur.

4. Donor Mare Owner shall select the reproductive veterinarian (identified below) who will provide services to the Donor Mare (i.e., hormonal preparation, ovulation checks (palpation and/or ultrasound), artificial insemination, post-breeding flush(es), embryo flush, embryo retrieval, etc.), provided, however, such services shall be performed solely at the cost and expense of Embryo Rights Purchaser. Unless the services are performed at the usual boarding location of Donor Mare, Embryo Rights Purchaser shall bear the cost of transportation and board/hospitalization of Donor Mare until the embryo flush has occurred.

5. Embryo Rights Purchaser shall select the stallion for breeding in connection with the embryo to be produced pursuant to this Agreement. Embryo Rights Purchaser represents and warrants that the stallion is free from sexually transmitted diseases, including without limitation, Equine Viral Arteritis, and shall obtain documentation of such from stallion owner to provide to Donor Mare Owner. Embryo Rights Purchaser shall be responsible for all costs and expenses (including, without limitation, stud fee, booking fee, collection fees or costs, semen preparation, shipping costs, rental and return of shipping containers, etc.) of the timely delivery of cooled or frozen semen to Donor Mare's reproductive veterinarian. Live cover of Donor Mare is prohibited.

6. Embryo Rights Purchaser shall be responsible for providing the recipient mare service that will provide a recipient mare into which the flushed embryo will be transferred. Embryo Rights Purchaser shall bear all costs and expenses in connection with the recipient mare/service, including without limitation, purchase or lease fees, breeding soundness examinations, cultures, hormonal preparation, ovulation checks (palpation and/or ultrasound) and synchronization, pre-transfer flushing, embryo transportation, embryo transfer, progesterone supplementation, pregnancy checks, worming and vaccinations, board, routine veterinary and blacksmith care, foaling, etc.

DMO Initials: _____
ERP Initials: _____

USE OF THIS AGREEMENT DOES NOT CONSTITUTE LEGAL ADVICE TO ANY PARTY. EACH PARTY SHOULD CONSULT THEIR OWN LEGAL COUNSEL. DONOR MARE OWNERS SHOULD CAREFULLY REVIEW ALL PROVISIONS, INCLUDING RETURN SERVICE, LIVE FOAL GUARANTEE, AND REFUNDS, TO ENSURE THE AGREEMENT REFLECT DONOR MARE OWNER'S COMMITMENTS.

7. Embryo Rights Purchaser agrees to provide progesterone supplementation to the recipient mare and worm and vaccinate the recipient mare in accordance with the protocols customary and prudent in the breeding industry, including without limitation vaccination against rhinopneumonitis at 5, 7, and 9 months of pregnancy. Embryo Rights Purchaser agrees to ensure that that the recipient mare does not have access to enophyte infested fescue. Embryo Rights Purchaser's failure to adhere to the requirements set forth in this Section 7 shall void any right to return service or any "live foal" guarantee.

8. In the event the first embryo flush does not result in an embryo or there is no confirmed pregnancy in the recipient mare, Embryo Rights Purchaser shall have the right to conduct one (1) additional breeding and flush of the Donor Mare in the Breeding Season. If no confirmed pregnancy in the recipient mare occurs in the Breeding Season, Embryo Rights Purchaser shall have the right to conduct up to two (2) additional breedings and flushes of the Donor Mare in the next year.

9. In the event the recipient mare fails to produce a "Live Foal" (defined as: a foal that stands, nurses (whether at the recipient mare, a nurse mare, or a bottle), and survives for a period of at least 24 hours from the time of birth) and the attending veterinarian certifies that the death of the foal was not due to any act or omission of the Embryo Rights Purchaser (including without limitation any omission of the requirements set forth in Section 7), the Embryo Rights Purchaser shall have the right to conduct additional flushes as set forth in Section 8. Notwithstanding any provision of this Agreement to the contrary, Embryo Rights Purchaser's rights to breeding and flushing of Donor Mare shall expire and lapse at the end of the breeding season in the year following the Breeding Season.

10. In the event Donor Mare dies or for any reason is not available for breeding (through no fault of Embryo Rights Purchaser) and no Live Foal is produced, Donor Mare Owner will refund Frozen % (100%, unless otherwise stated) of the Embryo Rights Purchase Price. replacement

11. The unavailability of any particular stallion shall not toll, extend, or enlarge the obligations of Donor Mare Owner. The selection of the stallion shall be at the sole cost, expense, and risk of Embryo Rights Purchaser.

12. All registration fees and expenses for any resulting foal(s) shall be borne solely by Embryo Rights Buyer. Donor Mare shall cooperate fully and promptly in assisting Embryo Rights Buyer in the registration process, including without limitation executing and returning documentation identifying Embryo Rights Buyer as the "breeder" of any foals arising from this Agreement.

13. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, DONOR MARE OWNER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF DONOR MARE, THE OUTCOME OF ANY BREEDING OR REPRODUCTIVE PROCEDURE, THE CONDITION OF ANY RESULTING FOAL, OR THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY RESULTING FOAL AND ANY SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. EMBRYO RIGHT**

DMO Initials: _____
ERP Initials: _____

[illegible]

PURCHASER'S REMEDIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. This Agreement includes all the agreements of the parties and supersedes all prior oral or written agreements. This Agreement may only be modified by a written agreement, signed by both parties. This Agreement is binding on the parties, their heirs, successors, and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by Embryo Rights Purchaser without the written consent of Donor Mare Owner, which consent may be withheld in Donor Mare Owner's sole discretion.

15. Unless otherwise specified, this Agreement shall be governed by the laws of the state or commonwealth of Donor Mare Owner's address set forth above. Unless otherwise specified venue for any lawsuit brought pursuant to this Agreement shall be proper in the state or federal courts located in the county of Donor Mare Owner's address set forth above.

EXECUTED AS OF THE DATE OF THE LAST SIGNATURE AFFIXED TO THIS AGREEMENT.

DONOR MARE OWNER:

Joan Schaefer
Signature
Printed Name: Joan Schaefer
Date: 4-6-25

EMBRYO RIGHTS PURCHASER:

Harold Lepler
Signature
Printed Name: Harold Lepler
Date: 4-6-25

Identity and Contact Information of Donor Mare's Reproductive Veterinarian:

Name: Leeman Farms
Address: _____
City/State/Zip: Massilon, Ohio
Telephone No.: _____
Email Address: _____

Information Regarding Recipient Mare Service:

_____
_____
_____

DMO Initials: _____
ERP Initials: _____

stewart title

Policy Number: O-8911-000938721
Date of Policy: June 28, 2024
File Number: 71294413

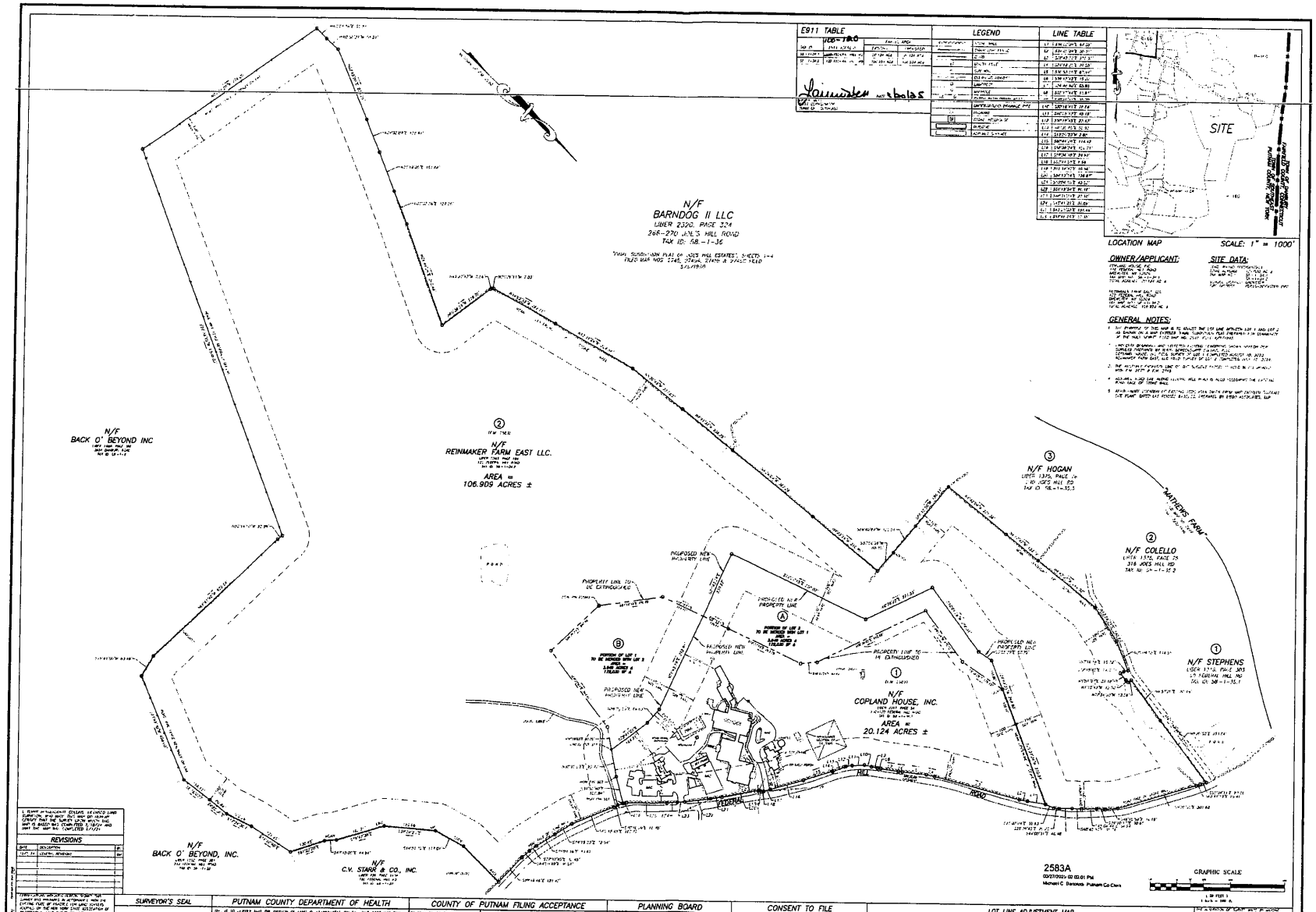
SCHEDULE B
EXCEPTIONS FROM COVERAGE

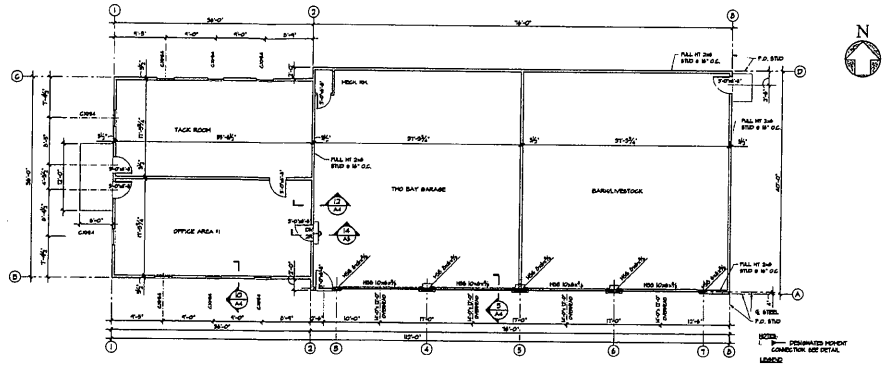
This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights of tenants or parties in possession, if any.
2. Policy excepts all water charges from date of the last actual reading of the meter including all charges entered hereafter but which might include usage prior to the date of this policy.
3. Notes on Filed Map No. 2583.
4. Utility Company Easement Agreements recorded in Liber 254 Page 298 and Liber 701 Page 48.
5. Easement as set forth in Agreement made between Valdemar A. Miller and Rebekka, his wife, and Harold P. Farrington, dated 1/15/1925 and recorded in Liber 131 Page 144.
6. Policy will except the mining and mineral rights of the heirs of Philip Philipse, but will insure against loss or damage by reason of the future exercise of the said mineral rights in such a manner as to cause structural damage to the buildings on the premises.
7. Survey exceptions as shown on survey made by Terry Bergendorff Collins, last dated 6/24/2024 (Job Number SE 28.-1-34.2):

   a. Stone walls vary and encroach along record lines;
   b. Remains of wire fence varies along parts of easterly line and along southerly line;
   c. Pond located thereon;
   d. Subject to an A&T Easement along westerly line;
   e. Subject to the rights of others to the brooks and streams crossing westerly parts of premises.

   Policy insures that the existing buildings as shown on the survey, referenced herein, unless stated to the contrary in the survey exceptions, are located wholly within the bounds of the Schedule A - Description herein.
8. Policy excepts the rights of others in and to the uninterrupted flow of any brooks and/or streams crossing the premises in Schedule A - Description herein.
9. Premises herein are listed as exempt/partially exempt from real estate taxes. Upon transfer of title, premises are subject to taxation on the full assessed valuation and said additional taxes shall be levied from the date of death or the transfer from the owner entitled to the exemption and to whom such exemption was duly granted. Policy excepts the lien of restored taxes, plus interest and penalties, if any.

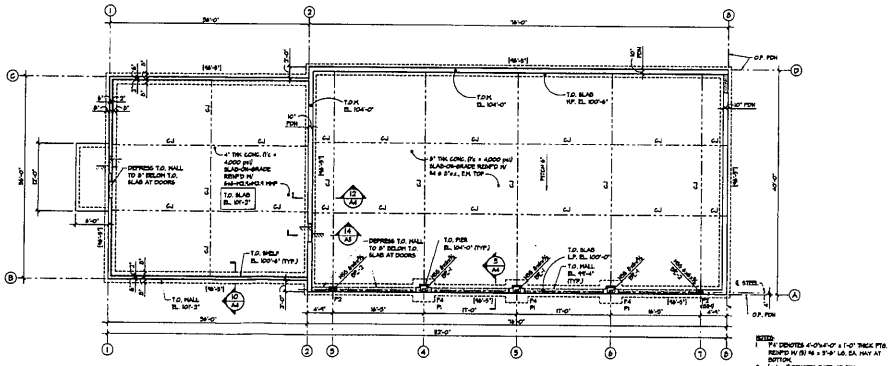

E911 TABLE
LEGEND
LINE TABLE
LOCATION MAP
SITE
SCALE: 1" = 1000'
OWNER/APPLICANT:
SITE DATA:
GENERAL NOTES:
N/F
BARNDOG II LLC
LIBER 2320, PAGE 324
268-270 JACK'S HILL ROAD
TAX ID: 58.-1-36
N/F
BACK O' BEYOND INC
N/F
REINMAKER FARM EAST LLC.
AREA =
106.909 ACRES ±
N/F HOGAN
N/F COLELLO
N/F STEPHENS
N/F
COPLAND HOUSE, INC.
AREA =
20.124 ACRES ±
MATHEWS FARM
PROPOSED NEW PROPERTY LINE
PROPERLY LINE TO BE EXTINGUISHED
N/F
BACK O' BEYOND, INC.
N/F
C.V. STARR & CO., INC.
2583A
GRAPHIC SCALE
REVISIONS
SURVEYOR'S SEAL
PUTNAM COUNTY DEPARTMENT OF HEALTH
COUNTY OF PUTNAM FILING ACCEPTANCE
PLANNING BOARD
CONSENT TO FILE
LOT LINE ADJUSTMENT MAP
COPLAND HOUSE, INC &
REINMAKER FARM EAST LLC
LOT 1 & LOT 2
TOWN OF SOUTHEAST
SCALE: 1" = 100'
PUTNAM CO., N.Y.
JUNE 24, 2024
TODT, BONDHOUSE, COLLINS



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"
PROPOSED PLAN - 4,936 SQ. FT.

NOTES:
1. ▲ DENOTES MOMENT CONNECTION. SEE DETAIL

LEGEND
NEW CONSTRUCTION



FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

NOTES:
1. F4 DENOTES 4'-0"x4'-0" x 1'-0" THICK FTG. REINFD IN (8) #4 x 3'-8" LG. EA. WAY AT BOTTOM.
2. (xx'-xx") DENOTES BOTT. OF FTG. ELEVATION. TO BE VERIFIED IN THE FIELD.

BUILDING CODE INFORMATION

APPLICABLE CODES:
NEW YORK STATE BUILDING CODE 2020
NEW YORK STATE MECHANICAL CODE 2020
NEW YORK STATE ENERGY CODE 2020
NEW YORK STATE ELECTRICAL CODE 2017 (NFPA 70)
NEW YORK STATE FIRE CODE 2020

SCOPE OF WORK: NEW AGRICULTURAL GARAGE WITH OFFICE SPACE

BUILDING HEIGHT: ONE (1) STORY

SPRINKLERS: NO

TYPE OF CONSTRUCTION: 5B (EXISTING)

OCCUPANCY CLASSIFICATION - S-1 STORAGE
SEE NYSBC SECTION 311.2

OCCUPANT LOAD = STORAGE = 5,988 S.F./300 = 13 OCCUP.

OCCUPANCY CLASSIFICATION - "B" BUSINESS
SEE NYSBC SECTION 304.1

OCCUPANT LOAD = BUSINESS =848 S.F./150 = 5 OCCUP.

TOTAL = 18 OCCUPANTS

MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE = 100' W/O SPRINKLER SYSTEM

EXIT EGRESS TRAVEL DISTANCE = 200' W/O SPRINKLER SYSTEM

ENERGY CODE - COMMERCIAL TABLE 402.1.3 - 3 : HARDINE 4
ATTIC - R-38
WOOD FRAMED WALLS - R-20
FLOOR - SLAB ON GRADE - R-10 FOR 24" BELOW

REVISIONS

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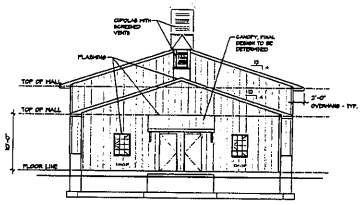
STRATFORD, CONN. 06614
TEL. 203-68-0028

DRAWING TITLE:
FOUNDATION PLAN
FIRST FLOOR PLAN

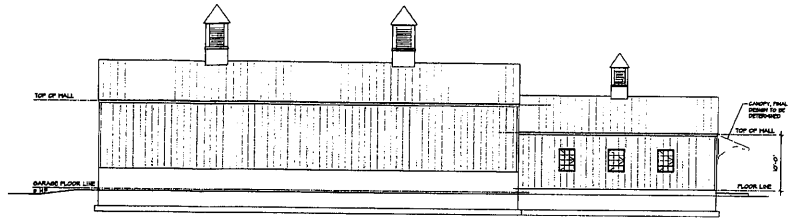
PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BREWSTER, NEW YORK

PROJECT No.:	24-184
DATE:	09-19-2023
SCALE:	1/8" = 1'-0"
DRAWN BY:	mdh
P.E.:	NAC
CHK'D:	NAC

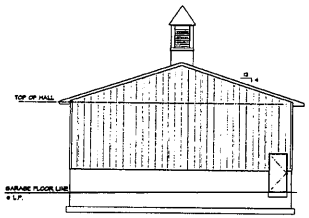
A1



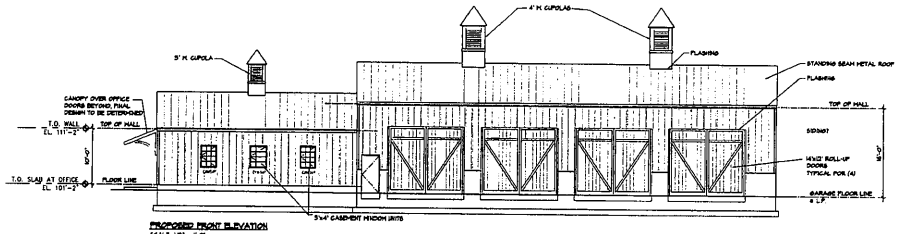
PROPOSED LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED REAR ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED FRONT ELEVATION
SCALE: 1/8" = 1'-0"

SHEAR WALL SCHEDULE

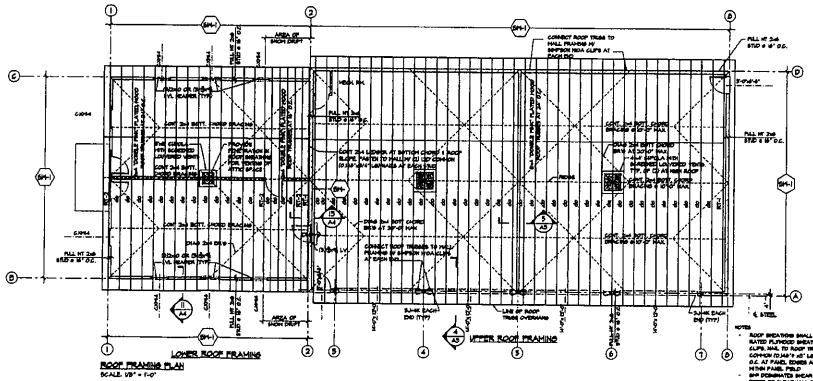
MARK SW-#	PAGES SHEATHED	EXTERIOR FACE PANEL DESIGNATION			INTERIOR FACE PANEL DESIGNATION			ANCHOR BOLT and SPACING
		PANEL DESIGNATION	FASTENER	NAIL SPACING	PANEL DESIGNATION	FASTENER	NAIL SPACING	
SW-1	BOTH SIDES	NOM. 5/8" THK. P-PLY	10d COMMON	4" EDGE / 12" FIELD	NOM. 5/8" THK. OSB (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 34" oc (MAX)
SW-2	BOTH SIDES	NOM. 5/8" THK. P-PLY	10d COMMON	4" EDGE / 12" FIELD	NOM. 5/8" THK. OSB (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 34" oc (MAX)
SW-5	BOTH SIDES	NOM. 5/8" THK. P-PLY	10d COMMON	3" EDGE / 12" FIELD	NOM. 5/8" THK. OSB (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 18" oc (MAX)
SW-4	BOTH SIDES	NOM. 5/8" THK. P-PLY	10d COMMON	3" EDGE / 12" FIELD	NOM. 5/8" THK. OSB (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 18" oc (MAX)
SW-6	BOTH SIDES	NOM. 5/8" THK. P-PLY	10d COMMON	3" EDGE / 12" FIELD	NOM. 5/8" THK. OSB LONG	8d COMMON	6" EDGE / 12" FIELD	

NOTES:
1. SHEATHING SHALL BE APA RATED PLYWOOD or ORIENTED-STRAND BOARD SHEATHING OR AN APPROVED EQUAL
2. MIN. NAIL PENETRATION INTO WOOD FRAMING SHALL BE A MINIMUM OF 3/4".
3. WHERE PERIMETER NAIL SPACING IS LESS THAN 4"o.c. PROVIDE DOUBLE STUDS AT ALL VERTICAL PANEL JOINTS.
4. PROVIDE HORIZONTAL BLOCKING AT ALL HORIZONTAL PLYWOOD JOINTS.
5. AB-1 DENOTES 5/8"ø GALV. HOOKED ANCHORS BOLTS w/ 9" MIN. EMBED (TYP.). PROVIDE SIMPSON BP5/8-3 BEARING PLATES AT EACH BOLT.
6. "SILL PLATE ATTACHMENT" ANCHOR BOLTS NOT REQUIRED AT SECOND FLOOR.

HOLDOWN SCHEDULE

MARK	HOLDOWN	ANCHOR BOLT	FOUNDATION ANCHORAGE (LB)	POST	
				2x4 WALL	2x6 WALL
HD-1	HDU2-SDS2.5	5/8"ø A.B.	1015*	(1) 2x4	(1) 2x6
HD-2	HDU2-SDS2.5	5/8"ø A.B.	N/A	(1) 2x4	(2) 2x6

NOTES:
1. HOLDOWNS ARE MANUFACTURED BY SIMPSON STRONG-TIE.
2. "A.B." DENOTES ASTM F1554 GR. 36 ANCHORED BOLTS.
3. "L=" DENOTES EMBEDMENT DEPTH IN SIMPSON "AT" HIGH STRENGTH ANCHOR ADHESIVE ANCHORAGE SYSTEM.
4. BOLT-TAP HOLDER WITH SIMPSON SDS25412 SCREWS, SPACED 6"o.c. STAGGERED ALONG ENTIRE LENGTH OF HOLDER, MAINTAIN 1" MIN. EDGE SPACING.



LOWER ROOF FRAMING

UPPER ROOF FRAMING

ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"

NOTES:
- ROOF SHEATHING SHALL BE 5/8" APA RATED PLYWOOD SHEATHING IN SOME CLIPS. NAIL TO ROOF TRUSSES W/ 10d COMMON (0.148" x 3" LG) NAILS AT 6" O.C. AT PANEL EDGES AND 12" O.C. IN THE PANEL FIELD.
- SW DOMINATED SHEAR WALL TYPE. REFER TO SHEARWALL SCHEDULE.

REVISIONS

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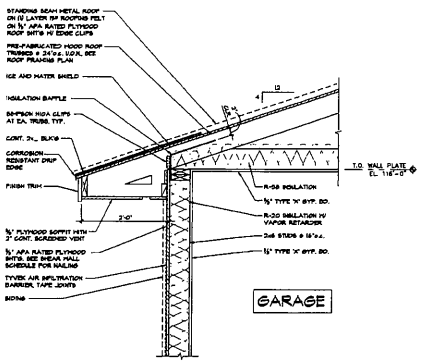
ANDREW J. COMINELLI ARCHITECT
STRATFORD CONN. 06614
TEL. 203-631-0535

DRAWING TITLE:
ROOF FRAMING PLAN
EXTERIOR ELEVATIONS

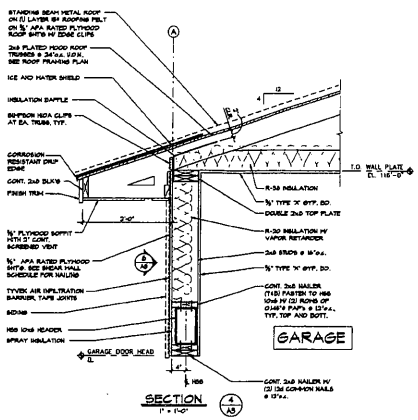
PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BREWSTER, NEW YORK

PROJECT No.:	24-184
DATE:	05-15-2023
SCALE:	1/8" = 1'-0"
DRAWN BY:	NGH
P.E.:	NAC
CHECK:	NAC

A2



SECTION 2/A3
1" = 1'-0"



SECTION 4/A3
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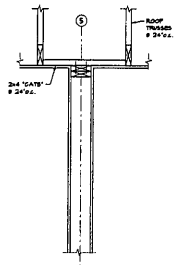
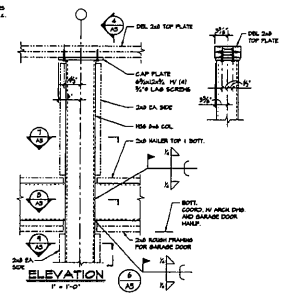
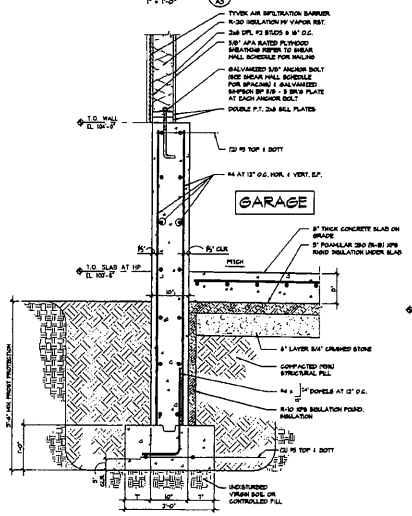


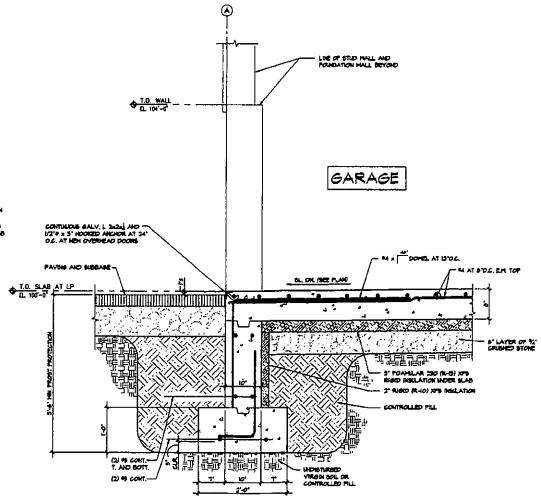
SECTION 5/A3
1" = 1'-0"



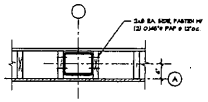
ELEVATION 6/A3
1" = 1'-0"



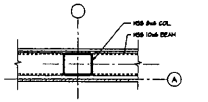
SECTION 1/A3
1" = 1'-0"



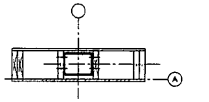
SECTION 3/A3
1" = 1'-0"



PLAN SECTION 7/A3
1" = 1'-0"



PLAN SECTION 8/A3
1" = 1'-0"



PLAN SECTION 9/A3
1" = 1'-0"

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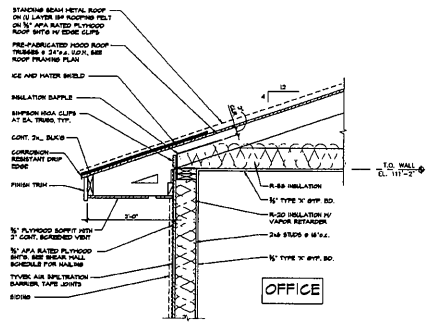
DRAWING TITLE:
SECTIONS AND DETAILS

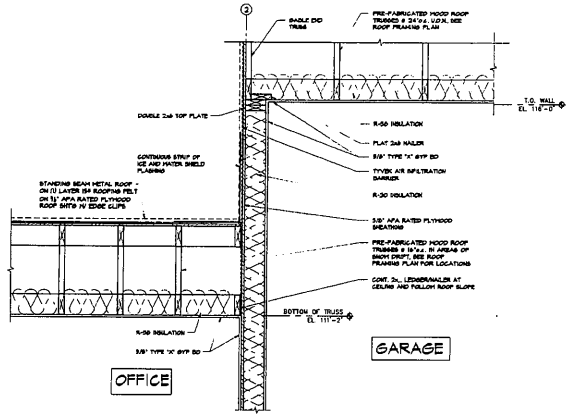
PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BREWSTER, NEW YORK

PROJECT No.:	24-164
DATE:	09-18-2023
SCALE:	1" = 1'-0"
DRAWN BY:	mdh
P.E.:	NAC
CHK'D:	NAC

A3



SECTION 11/A4
1" = 1'-0"



PLAN SECTION 13/A4
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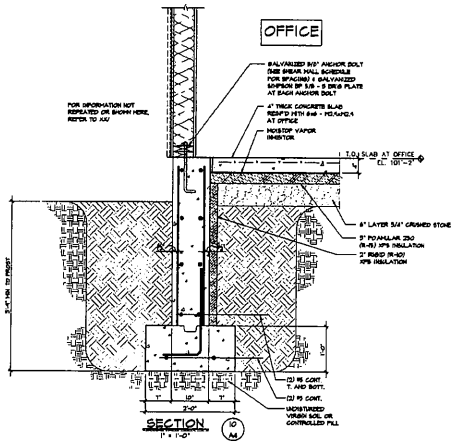

SECTION 10/A4
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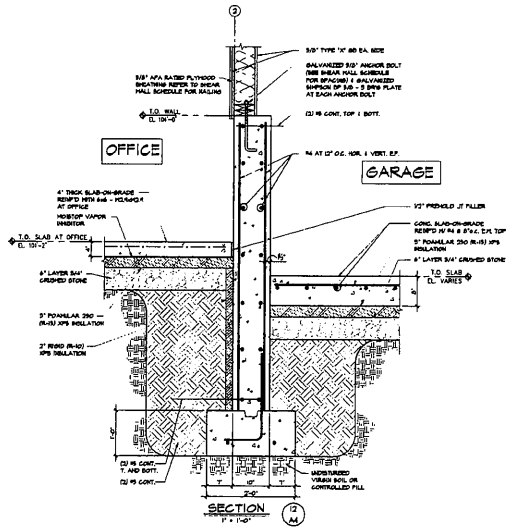

SECTION 12/A4
1" = 1'-0"

REVISIONS

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www.cscfla.co.m

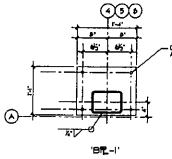
ANDREW J. COMINELLI ARCHITECT
STRATFORD, CONN. 06614
TEL. 203-841-0836

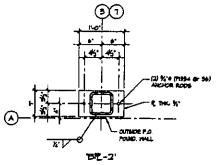
DRAWING TITLE:
SECTIONS AND DETAILS

PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
130 FEDERAL HILL ROAD
BRANFORD, NEW HAVEN COUNTY, CT

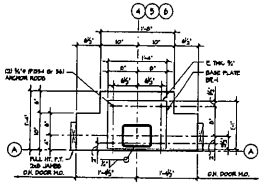
PROJECT No.	24-164
DATE:	03-3-2023
SCALE:	1" = 1'-0"
DRAWN BY:	mdh
P.E.	MAC
CHK'D.	MAC

A4

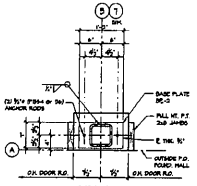




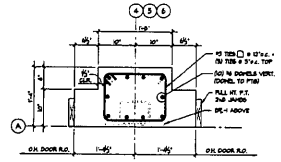
BASE PLATE DETAILS
1" = 1'-0"



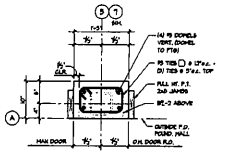
PIER PLAN
'P1'



PIER PLAN
'P2'

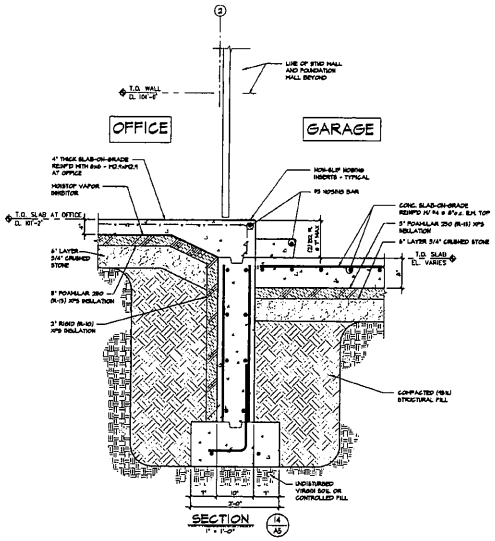


PIER PLAN SECTION
'P1'



PIER PLAN SECTION
'P2'

PIER DETAILS
1" = 1'-0"



SECTION
1" = 1'-0"
14 / A5

REVISIONS

CUOCO STRUCTURAL ENGINEERS, LLC
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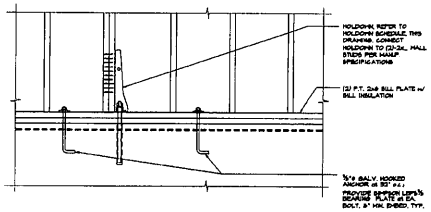
DRAWING TITLE:
SECTIONS AND DETAILS
PIER AND BASE PLATE DETAILS

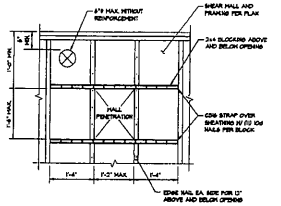
PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BREWSTER, NEW YORK

PROJECT No.:	24-184
DATE:	05-15-2023
SCALE:	AS SHOWN
DRAWN BY:	mdn
P.E.:	NAC
CHK'D:	NAC

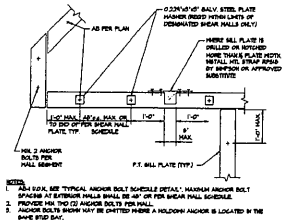
A5



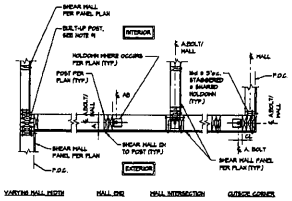
HOLD DOWN DETAIL - AT FOUNDATION
1" = 1'-0"



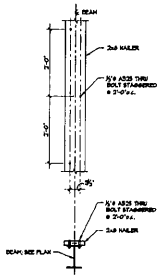
TYPICAL SHEAR WALL PENETRATION DETAIL
3/4" = 1'-0"



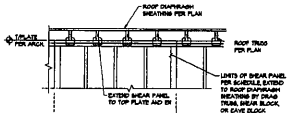
TYPICAL SILL PLATE ANCHORAGE DETAIL
3/4" = 1'-0"



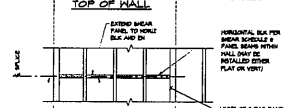
TYPICAL SHEAR WALL LAYOUT DETAIL
3/4" = 1'-0"



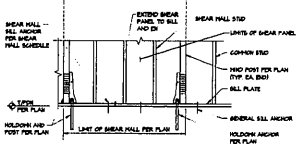
TYPICAL STEEL BEAM NAILER DETAIL
3/4" = 1'-0"



TOP OF WALL

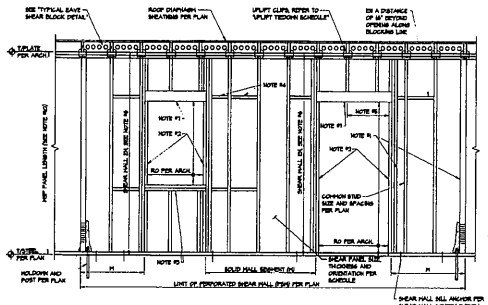


HORIZONTAL BLOCKS AT PANEL SEAMS



BASE OF WALL

TYPICAL SHEAR WALL (S.W.) ELEVATION DETAIL
3/4" = 1'-0"



NOTES:
1. SHEAR WALL SEGMENT END STUDS, KING STUDS OR POSTS, MIN. (2) 2x OR AS INDICATED ON HOLDOWN SCHEDULE. NAIL STUDS TOGETHER PER SOLE PLATE NAILING TO SHEAR WALL.
2. OPENING TRIMMER STUDS, WALL THICKNESS TO KING STUDS PER SOLE PLATE NAILING FOR SHEAR WALL.
3. HEADER PLATE, MIN. (2) 2x. NAIL PLATE TOGETHER PER SOLE PLATE NAILING FOR SHEAR WALL.
4. HORIZONTAL BLOCKING. MATCH COMMON STUDS. ALIGN MIN. 5" ABOVE BOTTOM OF HEADER AND INTO BOTTOM PLATE OF DOUBLE HEADER PLATE. EN MIN. CONTINUOUSLY ALONG BLOCKING LINE THROUGH HEADER AND SILL.
5. OPENINGS SHALL BE NOTCHED MINIMUM 5" INTO MIN. THICKNESS AROUND THE OPENING.
6. PROVIDE SHEAR WALL EDGE NAIL SPACING FROM SOLE PLATE TO TOP PLATE ON WALL SEGMENT END STUDS, KING STUDS AND POSTS.
7. PROVIDE SHEAR WALL EDGE NAIL SPACING ALONG BOTTOM EDGE OF HEADERS AND UPPERMOST PLY OF DBL. HEADER PLATE.
8. ALL SHEAR WALL CONSTRUCTION, SHEAR PANEL SHEATHING AND FASTENING SHALL BE AS PER THE SHEAR WALL SCHEDULE UNLESS NOTED OTHERWISE IN THIS DETAIL.
9. SEE "TYPICAL HEADER DETAIL" FOR ADDITIONAL REQUIREMENTS.
10. CONTRACTOR MAY LAYOUT MSP TO MATCH AVAILABLE STOCK PANEL LENGTHS PROVIDED THAT ALL HORIZONTAL SEAMS OCCUR ON HORIZONTAL BLOCKING OR ON THE KIN BOARD.

TYPICAL PERFORATED SHEAR WALL (P.S.W.) CONSTRUCTION DETAIL
3/4" = 1'-0"

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DRAWING TITLE:
SHEAR WALL DETAILS

PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BRIDGEWATER, NEW YORK

PROJECT No.:	24-184
DATE:	05-13-2025
SCALE:	AS SHOWN
DRAWN BY:	mdh
P.E.:	NAC
CHKD:	NAC

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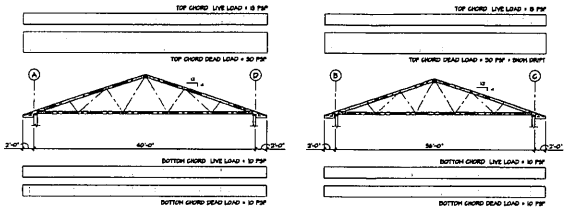
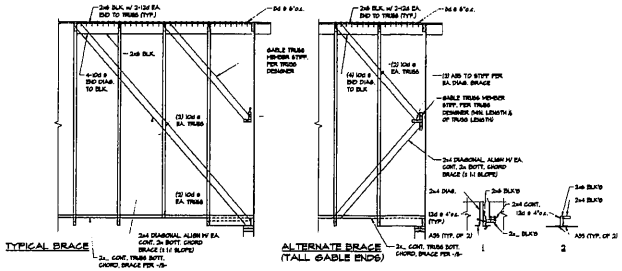


TRUSS RT-1 TRUSS RT-2

TRUSS ELEVATIONS

1/4" = 1'-0"



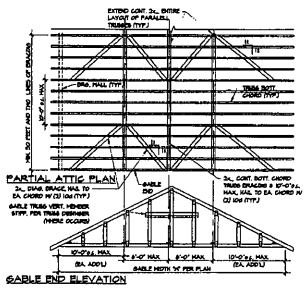
TYPICAL BRACE ALTERNATE BRACE (TALL GABLE ENDS)

TYPICAL GABLE END BRACING DETAIL

1/4" = 1'-0"

NOTES:

1. TRUSS BRACING SHOWN MAY NOT REFLECT ALL REQUIRED BRACING (BOTH TEMPORARY AND PERMANENT) THAT IS NECESSARY TO COMPLETE THE TRUSS INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL BRACING IN ACCORDANCE WITH THESE DRAWINGS, THE TRUSS SHOP DRAWINGS AND THE BCSI MANUAL.
2. THE EXACT QUANTITY OF CONTINUOUS WEB BRACES SHALL BE DETERMINED FROM THE TRUSS SHOP DRAWINGS. A MINIMUM OF 3 CONTINUOUS WEB BRACES SHALL BE DETERMINED FROM THE TRUSS SHOP DRAWINGS. A MINIMUM OF 3 CONTINUOUS WEB BRACES SHALL BE PROVIDED BETWEEN TRUSSES OR THE 3 CENTERMOST COMPRESSION MEMBERS WHERE NO CONTINUOUS WEB BRACING IS NOTED ON THE TRUSS SHOP DRAWINGS.
3. TEMPORARY ERECTION BRACING IS NOT SHOWN HERE AND SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE BCSI MANUAL.

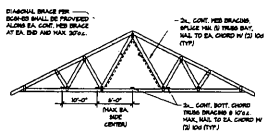


PARTIAL ATTIC PLAN

GABLE END ELEVATION

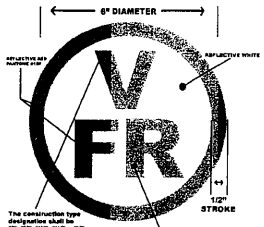
TYPICAL GABLE END BOTTOM CHORD BRACING DETAIL

1/4" = 1'-0"



TYPICAL GABLE END BRACING DETAIL

1/4" = 1'-0"



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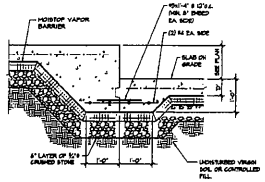
DRAWING TITLE: PLATED ROOF TRUSS DETAILS

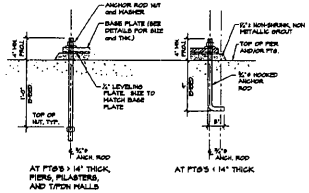
PROJECT: NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
130 PEDERAL HILL ROAD
BETHEL, CONNECTICUT 06801

PROJECT No.:	24-184
DATE:	09-13-2023
SCALE:	AS SHOWN
DRAWN BY:	MJB
P.E.:	NAC
CHKD:	NAC

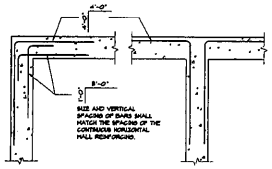
A7



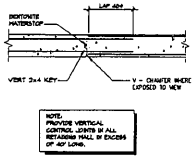
SLAB STEP DETAIL
3/4" = 1'-0"



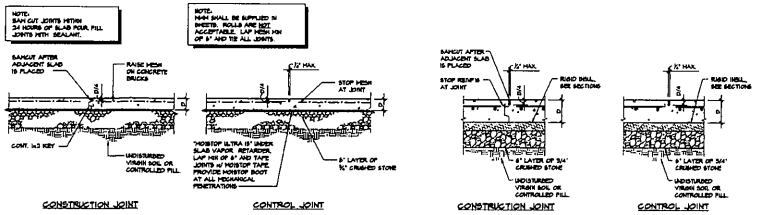
ANCHOR ROD w/ LEVELING PLATE DETAILS
NO SCALE



CORNER WALL REINFORCING DETAIL
3/4" = 1'-0"



WALL CONSTRUCTION JOINT
3/4" = 1'-0"



CONSTRUCTION JOINT — CONTROL JOINT — AT OFFICE

CONSTRUCTION JOINT — CONTROL JOINT — AT GARAGE

SLAB-ON-GRADE DETAILS
3/4" = 1'-0"

REVISIONS

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DRAWING TITLE:
TYPICAL DETAILS

PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BETHLEHEM, NEW HAVEN COUNTY, CT

PROJECT No.:	24-104
DATE:	03-13-2023
SCALE:	AS SHOWN
DRAWN BY:	mm
P.E.:	MAC
CHK'D:	MAC

A8

STRUCTURAL NOTES

GENERAL

- All details shall be considered typical and shall apply at all same and similar conditions.
- The Contractor shall field measure and verify all dimensions of the existing building and all dimensions related thereto.
- The Contractor shall be responsible for all temporary shoring and bracing required to maintain the structural stability of the building during construction.
- All work shall be in accordance with Residential Code New York State - 2020 (RCNYS) which includes the 2018 International Residential Code and the 2020 New York State Amendments
- The Contractor shall be solely responsible for construction site safety.

DESIGN LOADS

- The foundation structure have been engineered to resist the following energy loads in accordance with 2020 RCNYS Chapter 3.
- Floor live load:
  First Floor: 40 psf
- Snow load:
  Ground Snow Load - Pg = 40 psf

  The roof structure was engineered for a minimum snow load of 30 psf in accordance with RCNYS Chapter 3, Snow Loads
- Wind load:
  Main Wind Force - Resisting System
  Basic Wind Speed, (3 sec gust), V_{ult} = 116 mph
  Basic Wind Speed, (3 sec gust), V_{asd} = 90 mph
  Exposure Classification - C
  Importance Factor - I = 1.00
  Velocity Pressure Exposure Coefficient, Kz = 0.91
  Wind Directionality Factor, Kd = 0.85
  Topographical Factor, Kzt = 1.00
  Product of Internal Pressure Coefficient and Gust Factor, GCpi = ±0.18
  Gust Effect Factor, G = 0.85
  External Pressure Coefficient, Cp = varies
  Windward Wall, Cp = 0.85
  Leeward Wall, Cp = -0.50
  Side Wall, Cp = -0.70
  Velocity Pressure, $qz = 0.00256 \times K_z \times K_{zt} \times K_d \times V^2 \times I$
  0 - 15' qz = 18 psf
  15' - 20' qz = 20 psf
  20' - 25' qz = 21 psf

  Design Wind Pressure, p = q (z) (G x Cp) - q (h (GCpi) use 20 psf

  Wind loads are revised by plywood sheathwall.
- Earthquake load
  Site classification - D
  Occupancy Category, General Building - II
  Seismic Use Group, II
  Occupancy Importance Factor, I = 1.0
  Seismic Design Category = B

Earthquake loads for single-family residences are exempt for SDC = B

CONTROLLED FILL:

CF 1. The soil below the slab-on-grade sub-base shall be unsuitable virgin soil or controlled fill.

CF 2. The soil used as Controlled Fill shall be from Soil Groups GW, GP, GM, SW, SP and SM according to ASTM D2487 or Groups A-1, A-3 A, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups, free of root or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

CF 3. The material used for controlled fill shall be:
a. Sand-run gravel, complying with the following gradation:
1. 3 1/2" sieve 90% to 100% passing
2. 1 1/2" sieve 35% to 85% passing
3. 1/4" sieve 35% to 60% passing
4. #10 sieve 15% to 40% passing
5. #40 sieve 5% to 25% passing
6. #100 sieve 0% to 10% passing
7. #200 sieve 0% to 5% passing
b. Crushed stone, crushed durable stone screened to a uniform size. The maximum size of the stone shall be ¾".
c. Processed stone: crusher-run stone consisting of a blend of crushed stone and stone dust with not more than 5% passing the #200 sieve.
d. Recycled aggregate, crushed concrete, brick, or bituminous pavement, free of organic material, with not more than 5% passing the #200 sieve

CF 4. Samples of fill material shall be submitted to a sieve analysis and a Modified Proctor moisture-density relationship test, ASTM D1557, to determine its maximum density and optimum moisture content.

CF 5. Controlled Fill soil material shall be placed in layers not to exceed 8 inches in thickness and compacted with a vibratory roller and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

CF 6. Controlled Fill placed under the foundations for structures, building slabs, steps, and pavements shall be compacted to a minimum of 95 percent of the maximum dry density obtained by the test.

CF 7. Controlled Fill soil material shall be uniformly moistened or hereafter subjected to subsequent fill soil layer before compaction to within 2 percent of optimum moisture content. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to the specified dry unit weight.

CF 8. A trained technician employed by the testing laboratory shall test each fill layer.

CF 9. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

CF 10. Place controlled fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

FOUNDATION:

FD 1. Design assumption: soil bearing capacity is 2 tons per square foot.

FD 2. Footings shall bear on undisturbed virgin soil, free of frost, mud, or ice, or controlled fill.

FD 3. The Special Inspector shall inspect and approve the soil below all footings. Inspections shall be made prior to tamping the soil or setting footing forms. The Inspector shall verify that soil is suitable for the support of foundations and is consistent with the soil identified in the Soil Bearing Loads

FD 4. Footing sub-grade shall be compacted using a vibratory tamper or a jumping soil rammer after the soil has been inspected and approved.

FD 5. The Contractor shall be responsible for all dewatering, sheeting, shoring, or bracing required to maintain a safe, dry, and stable excavation.

FD 6. No footings shall be placed in water.

FD 7. Soil adjacent to and below footings shall be kept from freezing at all times.

FD 8. Bottom of footing elevations noted (typ.(typ) are approximate and shall be verified in the field.

FD 9. Do not backfill against foundation walls until first floor framing is in place.

FD 10. Provide a granular sub-base under all slabs on grade. Where slab is welded reinforced fabric, the sub-base shall be 6 inches of compacted bank run gravel with a maximum size of 2 inches. Where the slab is supported by steel, the sub-base shall be 8 inches of ¾ inch crushed stone.

FD 11. Install Monitop vapor barrier under all slabs on grade.

FD 12. The Contractor shall verify the location of all underground utility lines, sewers, and fuel storage tanks to avoid any damage to these. Contractor shall contact "Call Before You Dig" prior to any excavation

FD 13. Backfill for foundation walls and retaining walls shall be compacted granular soil with not more than 10% passing the #200 sieve. If on-site soil does not meet this specification, the Contractor shall bring in soil from offsite at his own expense.

FD 14. Where footings are below the groundwater elevation, place 6 inches of crushed stone under footings. Crushed stone shall be placed after the subsoil has been inspected, approved, and tamped.

CAST-IN-PLACE CONCRETE:

CIP 1. Concrete shall be normal weight with a minimum strength (f'_c) of 28 days, water-cement (w/c) ratio and air-entrainment percentages of:

Location	Min. f'_c Strength	Maximum w/c	Air Entrainment
Foundation Walls and Footings	3,000 psi	0.50	5% ± 1% (%)
Lower Concrete Slab-On-Grade	3,500 psi	0.50	None
Exterior Exposed Area on-Grade Concrete Pavement	4,500 psi	0.45	6% ± 1% (%)
Bulkheads, Dowelings	3,000 psi	0.45	5% ± 1% (%)

CIP 2 Reinforcing steel: ASTM A615 grade 60. Unless otherwise noted on the drawings, reinforcing steel shall be lapped a minimum of 48 bar diameters or 24, whichever is greater

CIP 3 Concrete work shall be in accordance with ACI 301 and ACI 318.

CIP 4 Concrete Materials shall be:
Portland Cement: ASTM C150, (Type I) [Type II] [Type III]
Normal Weight Aggregate: ASTM C33 coarse aggregate or better, graded. Provide aggregates from a single source.
Maximum Coarse-Aggregate Size shall be 3/4 inch.

CIP 5 Welded wire fabric: ASTM A185 and A82. Welded wire fabric shall be furnished in flat sheets, not rolls. Welded wire fabric shall be lapped 6 inches and tied at all edges.

CIP 6 Welded wire fabric shall be fabricated and installed in accordance with "Manual of Standard Practice _ Welded Wire Fabric", Wire Reinforcement Institute, Inc.

CIP 7 Maximum slump:
4 inches for slabs,
3 inches for all other concrete,
8 inches for concrete with vibrated slump of 3 inches plus or minus 1 inch when using high-range water-reducing admixture or plasticizing admixture at Project site.

CIP 8 Minimum cover on reinforcing steel:
Concrete cast against the earth 3"
Concrete exposed to earth or weather
#6 and larger 2"
#5 and smaller 1½"
Interior slabs and walls ¾"

CIP 9 Unless otherwise noted or indicated on sections, the top of interior column footings shall be 8 inches below the top of the concrete slab.

CIP 10 Saw cut control joints in slabs on grade at 30'-0" on center maximum. Joints shall be cut within 24 hours of slab pour. Stop reinforcing mesh 6" on either side of joints. The location of joints shall be approved by the engineer.

CIP 11 Interior floor slab shall receive a steel trowel finish. Exterior slabs and sidewalks shall receive a coarse broom finish.

CIP 12 Do not place concrete until forms and subgrade have been thoroughly cleaned and are free of frost, mud, ice, or water.

CIP 13 Form release oil shall not come in contact with reinforcing steel.

CIP 14 When concrete placement is started, carry on as a continuous operation until the placing of a section is complete. Cold joints are not permitted.

CIP 15 Consolidate concrete by mechanical vibration. Do not use vibrators to transport concrete in forms.

CIP 16 No concrete shall be placed in freezing weather or when freezing weather is forecast by the Weather Bureau to occur within 36 hours, unless special measures and precautions are taken to heat the water and aggregates and to protect concrete from freezing after being placed in accordance with ACI 306R.

CIP 17 No concrete shall be placed when the temperature is greater than 90 degrees F unless special measures are taken to cool the water and aggregate and to protect the concrete from rapid drying in accordance with ACI 305R.

CIP 18 No concrete shall be placed during rain, sleet, or snow unless protection is provided.

CIP 19 The maximum elapsed time between introduction of water and placing shall be one hour.

CIP 20 Protect adjacent finish materials against splattering or dripping of concrete during placement.

CIP 21 Where concrete is placed on metal deck, care should be taken to avoid high pile-ups of concrete and to avoid impacts caused by dropping or dumping.

CIP 22 Grout and rub all exposed surfaces of foundation walls within 48 hours of pour.

CIP 23 Admixtures containing more than 1% Calcium chloride shall not be used

CIP 24 Apply curing compound to slabs immediately following final troweling. Contractor to verify with curing compound manufacturer that it will not interfere with bonding of floor covering.

CIP 25 The testing laboratory shall cast 4 test cylinders for each 50 yards or each day's pour. Slump tests shall be performed when cylinders are cast. Test 1 cylinder at 7 days and 3 cylinders at 28 days.

CIP 26 The Contractor shall submit Concrete mix designs for all the concrete belonging to be used for review. submit manufacturer's data with application and installation instructions for all admixtures, patching compounds, waterstops, joint systems, or any other proprietary materials or items. Reinforcement shop drawings shall be submitted for review, showing fabrication, bending and placement of bar of reinforcing bars.

CIP 27 The Contractor shall submit for review a detailed description of the methods which will be used for curing concrete, for cold weather protection of concrete, and for hot weather concreting.

CIP 28 Special Inspections shall be made of reinforcing steel and concrete placement.

STRUCTURAL STEEL:

ST1. Material Specifications:
Structural Steel Shapes:
- Wide flange shapes: ASTM A992, Fy = 50 ksi.
- Channels and Misc Channels, ASTM A992, Fy = 50 ksi.
- M- and S- shapes: A572 Gr 50, Fy = 50 ksi.
- Angles: A572 Gr 50, Fy = 50 ksi
- Plates, up to 4" thick: ASTM Fy 50, Fy = 50 ksi
- Hollow Structural Shapes:
  - Rectangular and Square: ASTM A500 Gr. C, Fy = 50 ksi
  - Round: ASTM A500 Gr C, Fy = 50 ksi
- Pipe: ASTM A53, Gr. B, Fy = 35 ksi

Fastening Products
- High Strength Bolts:
  - Conventional Bolts: ASTM F3125 Gr. A325, Type 1 or 3
  - Tension-Control Bolts: ASTM F3125 Gr. F1852, Type 1 or 3
  - Fine-Spline Tension Controlled: ASTM F3148 Gr. 144 Type 1 or 3
- Heavy Hex Nuts: ASTM A563
- Carriage bolts: ASTM A307A, Fy = 36 ksi
- Washers for Structural Bolts and Anchor Rods: ASTM F436
- Washers for Carriage Bolts: ASTM F844
- Anchor Rods: ASTM F1554, Gr. 36, Fy = 36 ksi, see details for size.
- Welding Electrodes: ASTM A233, ETGxx series, Low Hydrogen. Stick electrodes may be used for welding steel deck

ST2. Shop primer: one coat of red oxide rust inhibitive primer, except for members which are to be encased in concrete, spray galvanized, galvanized, or within 2 inches of field welds. The minimum dry film thickness of primer shall be 2.0 mil. Surface preparation shall be in accordance with the Structural Steel Painting Council specification SP 2 "Hand Tool Cleaning".

ST3. Structural steel designated to be "Hot-Dipped Galvanized" (abbreviated as HDG or Galv) and related bolts, nuts, and/or washers shall be galvanized in accordance with ASTM A123 - "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products."

ST4. All scratches, blemishes, and/or ungalvanized areas shall be repaired with a Zinc-Rich Primer in accordance with ASTM A780 - "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings". The repair primer shall be a minimum of 50% thicker than the adjacent areas but no more than 4 mils.

ST5. Gratework shall be in accordance with ANSI/AISC 360-16 "Specification for Structural Steel for Buildings" and in accordance with AISC 303-16 "Code of Standard Practice for Steel Buildings and Bridges."

ST6 Welding shall be in accordance with AWS D1.1 "Structural Welding Code - Steel".

ST7. Bolting shall be in accordance with AISC's "Specification for Structural Joints Using High Strength Bolts" on August 1, 2014, and approved by the Research Council on Structural Connections.

ST8. Unless otherwise noted on the drawings, the minimum fillet weld size is 1/4 inch.

ST9. Unless otherwise noted or indicated on sections, the bottom of base plates elevation on INTERIOR steel columns shall be 3¼" below the top of the concrete slab. Refer to the Concrete Notes for additional information.

ST10. Welders shall be certified in accordance with AWS standard qualification procedures. Steel fabricators shall submit certification that Welders have satisfactorily passed AWS qualification tests within the previous 12 months.

ST11. Steel frame shall be braced with temporary guy cables until all connections have been completed.

ST12. Connections shall be designed to resist the "Allowable Stress" reactions indicated. Where connection reactions are not indicated, connections shall be designed to resist a minimum of 12 kips. The connection design shall be based on the "Allowable Stress" design procedures.

ST13. The fabricator shall complete the design of simple shear connections not indicated on the design drawings. Such design shall conform to AISC's "Allowable Stress Design of Simple Shear Connections." Shop drawings shall indicate the connection design reactions and actual connection capacities. Shop drawings should also indicate the method used to calculate connection capacity, such as referencing the specific design table or computer program.

ST14. Where structural steels in contact with the masonry of exterior walls or is exposed to the cavity of an exterior masonry wall, coat the steel with Kalmalk 83 Flexseal Damp-proofing, non-asbestos grade, or wrap exposed steel with Grace Ice and Water Shield, or an approved equal.

ST15. All Complete Joint Penetration (CJP) welded moment connections shall be ultrasonically tested. Field-Bolted Moment Connections shall be inspected and tested in accordance with AISC High Strength Bolt specification

ST16. Submit Erection Plans and complete shop drawings of all structural steel for review.

ST17. Submit certification that high-strength bolts, nuts, and washers comply with the requirements specified and provide manufacturer's mill test reports. Certification numbers must appear on the product containers and correspond to identification numbers on mill test reports. The manufacturer's symbol and grade marking must appear on all bolts and nuts.

WOOD TRUSSES:

- Lumber: Southern Yellow Pine or Spruce-Pine-Fir, #2 or better for top and bottom chords, #3 or better for web members.
- Wood trusses shall be engineered to support the following loads
  Roof Trusses:
  snow load 30 psf plus applicable snow drifting
  top chord dead load 15 psf
  bottom chord dead load 10 psf
  bottom chord live load 10 psf
- Submit to the Engineer for review: truss shop drawings, a framing plan showing the location of each truss type, and design calculations sealed by a Professional Engineer licensed in the State of New York. The truss fabricator and his Professional Engineer shall assume sole responsibility for the structural adequacy of their trusses.
- Trusses shall be designed in accordance with Truss Plate Institute "Design Specification for Metal Plate Connected Wood Trusses", latest edition.
- Trusses shall be erected in accordance with HIET "Handling and Erecting Wood Trusses" Truss Plate Institute, latest edition.
- Trusses shall be braced in accordance with BWI "Bracing Wood Trusses: Commentary and Recommendations" Truss Plate Institute latest edition.
- Cutting of truss members or alteration of trusses in the field shall not be permitted.
- The Special Inspector shall inspect the fabrication and installation of the wood trusses.

ROUGH CARPENTRY:

- All framing lumber and plywood shall be clearly marked with a grade stamp.
- All wood framing in contact with concrete or masonry shall be ACQ preservative treated in accordance with AWPA Standards.
- Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood and other panels; provide air circulation within and around stacks and under temporary coverings including polyethylene and similar material.
- Provide lumber with 19% maximum moisture content at time of enclosure for sizes 2" or less in nominal thickness, unless otherwise indicated.
- Wall studs (2x6's, 16" and shorter) provide Douglas Fir-Larch, "Stud" grade lumber or better.
- For structural framing (2" to 4" thick, 5" and wider), provide Douglas Fir-Larch No. 2 grade or better, except preservative treated lumber shall be Southern Pine No. 2 or better.
- All plywood shall be manufactured from a Group 1 or Group 2 species
- Combination Subfloor-Underlayment, APA RATED STURD-I-FLOOR.
  1. Exposure Durability Classification: EXPOSURE 1.
  2. Span Rating: As required to suit joist spacing indicated or as noted on drawings.
  3. Edge Detail: Tongue and groove.

Wall Sheathing APA RATED SHEATHING.
1. Exposure Durability Classification: EXTERIOR.
2. Span Rating: 1/4", 1/4", 3/8" for stud spacing of 16" or less

Roof Sheathing APA RATED SHEATHING.
1. Exposure Durability Classification: EXTERIOR.
2. Span Rating: 3/4".

- Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nuts.
- Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating ASTM A 153.
- 5/8 Sealer Gasket: Glass fiber resilient insulation fabricated in strip form for use as a sill sealer; 1" nominal thickness compressible to 1/32"; selected from manufacturer's standard widths to suit width of sill members indicated.
- Carefully select all members. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making connections.
- Cut out and discard all defects which will render a piece unable to serve its intended function. Lumber may be rejected by the Engineer, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- Do not shim sills, joists, studs, or other framing components.
- Set carpentry work to required levels and lines, with members plumb and true and cut and fitted.
- Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.
- Countersink nail heads on exposed carpentry work and fill holes.
- Use common wire nails or spikes of the dimensions shown on the nailing schedule except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood, pre-drill as required.
- Drill bolt holes $\frac{1}{16}$ inch larger in diameter than the bolts being used. Drill straight and true from both sides only. Use washers under head and nut. Do not tighten nut to the point of crushing wood fibers.
- Lag bolts and wood screws shall be screwed into place and not driven with a hammer.

STUD FRAMING
- Make all studs single length, unspliced, and platform framed, unless notes to be balloon framed on plan.
- Unless otherwise shown, use 2x6 studs on exterior walls spaced 16" o.c.
- Provide single bottom plate and double-top plates in all walls.
- Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.
- Provide continuous horizontal blocking row at mid-height of single-story partitions over 8' high, at midpoint of multi- story partitions, and at all horizontal plywood joints.

Plywood Installation
- Place all plywood with face grain perpendicular to supports and continuous over at least two supports. Center joints accurately over supports and stagger the end joints. Install horizontal 2x blocking, to match wall thinking at all horizontal plywood joints
- Fill and sand edge joints of subflooring-underlayment receiving resilient flooring
- Allow 1/8" spacing at panel ends and 1/4" at panel edges for square edge panels. Allow 1/8" spacing at panel ends and edges for tongue and groove edge panels.

REVISIONS

CUCCO STRUCTURAL ENGINEERS, LLC
183 Bridge Highway S, Suite 204
Fairfield, CT 06825
Phone 203-522-2802
Fax 203-522-2804
www.cucchoeng.com

ANDREW J. CORNELLI
ARCHITECT
STRATFORD, CONN. 06614
TEL. 203-64-0928

DRAWING TITLE:
NOTES

PROJECT:
NEW AGRICULTURE BUILDING, WORK SHOP, AND BARN
120 FEDERAL HILL ROAD
BREWSTER, NEW YORK

PROJECT No.	24-164
DATE:	05-19-2025
SCALE:	NONE
DRAWN BY:	mdh
P.E.:	MAC
CHK'D:	MAC

A9

#4
(10.)

Putnam County Agricultural District
Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: FRANCIS W RUSH III

Farm Name: THE RUSH FAMILY FARM

Mailing Address: P.O. Box 4
PUTNAM VALLEY NY 10579

Farm Address: RUSH DR.
PUTNAM VALLEY NY 10579

Town farm is located in PUTNAM VALLEY

Email: frankrushiii@optonline.net

Daytime Phone: 845 528 9379

Cell Phone: 914 804 8639

Emergency Contact:

Landline Phone: 845 528 9379

Cell Phone: 914 804 8639

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
33	30	—
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☐ $100,000 to $199,999	☒ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☒ Christmas Trees		
☐ Hay		
☐ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
83.20-1-6	Putnam Valley	33	OWN

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

Christmas Tree Farm

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: None
* List any Deed Restrictions or Easements: None
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: Francis W Rush III Date: April 28, 2025

Print Name: Francis W Rush III Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

The Rush Family Farm

Rush Drive

P.O. Box 4 Putnam Valley, NY 10579

Business Plan 2025

Overview:

My name is Francis W. Rush III, owner of T.M #83.20-1-6 in the Town of Putnam Valley, NY. This property has been in my family continuously since 1845. It has supported crops and livestock throughout all these years. I respectfully request the Agricultural District designation for this property to move forward with farming to include Christmas trees. Currently, we have planted our first crop of 250 Fir and Spruce seedlings this April. We will continue to plant additional seedlings each year for the next 8-9 years to maintain the projected harvest of approximately 200+ trees per year.

Summary:

Through premium live and cut Christmas trees, wreaths, garlands, accessories and other holiday decor, the farm will offer expansive choices. Additional services will include baling of trees and delivery if needed. Eco-friendly preferences, increased holiday décor spending are key market trends that the farm will leverage.

Products and Services:

The Rush Family Farm takes pride in offering the highest quality eco-friendly Christmas trees and related products. We will sell both live and cut trees accompanied by an array of products such as potted trees, exquisite wreaths and elegant garlands. Our services go beyond just sales; we will provide a reliable delivery service if needed.

Market Opportunities:

The target market consists predominantly of local families in Putnam/Northern Westchester Counties with distinct preferences for eco-friendly holiday décor. The local Christmas tree market has a vast potential for growth every year. Our commitment to sustainability and quality aligns perfectly with emerging consumer trends, again, presenting a robust market opportunity.

Business Description:

The Rush Family Farm, located in the heart of Putnam Valley, NY is dedicated to sustainable Christmas tree farming. We will offer high-quality, eco-friendly trees and are passionate about enhancing holiday traditions through our commitment to sustainable practices. Our operation will expertly address the growing demand for conscientious consumerism in the holiday market.

Mission Statement:

Our mission is to cultivate premium, eco-friendly Christmas trees, enriching holiday experiences while promoting sustainable and responsible farming practices for future generations. We aim to merge environmental stewardship with community values, laying the foundation for a greener, more conscious holiday tradition.

Product and Services:

The Rush Family Farm in Putnam Valley, NY will provide various products and services to meet the needs of consumers during the holiday season.

1) Live Christmas Trees:
   Varieties of trees will include Douglas Fir, Balsam Fir, Fraser Fir, Norway Spruce and Blue Spruce. This caters to diverse preferences in terms of fragrance, needle retention and appearance. Trees will be available in various sizes to accommodate different space requirements, from small tabletop trees to grand specimens.

2) Potted Christmas Trees:
   All varieties will be available as a potted tree, which offers a sustainable option for use at one's home after the holiday season.

3) Wreaths and Garlands:
   Handmade wreaths and garlands crafted from fresh greenery adorned with berries, pinecones and ribbon will provide additional festive décor options.

Critical Success Factors:

The quality of trees is crucial; we must ensure healthy, robust trees which exhibit excellent shape and needle retention. When it comes to sustainability practices, we will employ environmentally friendly farming methods as well as sustainable business practices because this is essential for the future. The variety of products available will be impressive; we will offer a wide selection of Christmas tree species and sizes to address diverse customer preferences. Competitive pricing strategies will provide value without sacrificing quality – this is key to success. A strong and positive brand image is necessary in the local market. Lastly, marketing and outreach will not be overlooked.

Market Size and Growth Potential:

Currently, the Christmas tree farming market in New York State is strong. Over the next 5 years, the market is projected to grow. Key trends influencing growth include a rising consumer preference for eco-friendly and locally sourced products and increased spending on holiday décor.

Conclusion:

The Rush Family Farm business plan serves as an instrumental resource underpinning our strategic approach. Financial prudence and market intelligence are crucial because these materials collectively reenforce our business model. They underscore our commitment to excellence in our Christmas tree farming. This plan fortifies our foundation to sustainable growth and competitive differentiation within our market. Although it may seem straightforward, the complexity lies in the execution of these strategies.

JACQUELINE ANNABI
Supervisor

Town Board Members
CHRISTIAN RUSSO, *Councilman*
LOUIE LUONGO, *Councilman*
STACEY TOMPKINS, *Councilwoman*
SHERRY HOWARD, *Councilwoman*

Supervisor's Office
MARIA ANGELICO, *Finance Director*
MARGARET DiRUBBA, *Facilities Department*
ELAINE McGINTY, *Chief of Staff*

April 25, 2025

Legislator William J. Gouldman
Legislator Nancy Montgomery
Legislator Toni E. Addonizio
Legislator Ginny Nacerino
Legislator Greg E. Ellner
Legislator Paul E. Jonke
Legislator Joseph F. Castellano
Legislator Amy Sayegh
Legislator Erin Crowley

Re: Frank Rush III – Rush Drive, Putnam Valley
Tax Map #83.20-1-6

Dear County Legislators,

This letter shall hereby certify that the Town of Putnam Valley is in full support of the property owned by Frank Rush III, located at Rush Drive in Putnam Valley, Tax Map ID 83.20-16, being designated as an agricultural district.

This property consists of 33 acres of viable agricultural land with a rich history spanning over a century and a half as a farm. The land will continue this tradition as a Christmas Tree Farm, producing a variety of spruce and fir trees, many of which have already been planted. It would be a wonderful asset to our community, providing locally sourced trees to our residents during the holiday season and preserving an important part of our town's agricultural heritage.

Your consideration of the designation of this property as an agricultural district would be greatly appreciated.

Sincerely,

Jacqueline Annabi
Town Supervisor

265 Oscawana Lake Road, Putnam Valley, New York 10579 * Phone (845) 526-2121 * Fax (845) 526-2130

APD-1
(Rev. 1/15)

New York State
Department of Agriculture and Markets
Division of Land and Water Resources
10B Airline Drive
Albany, NY 12235

SECTION A: WORKSHEET INFORMATION
Page _____ of _____
[X] New Worksheet
[ ] Revised Worksheet

SOIL GROUP WORKSHEET

SECTION B. LANDOWNER NAME AND PORPERTY IDENTIFICATION

Landowner Name	Last: Rush	First: Frank	Middle Initial	
Mailing Address	Street/Road No. and Name: Rush Drive	City, Town, Village: Putnam Valley	State: NY	Zip Code
Property Location Same as Mailing Address [x]	Street/Road No. and Name			
County: Putnam	Town/City	Village		

Filing Status: [X] Agricultural District [ ] Individual Commitment

SWIS Code (six digits) 372800

Tax Map Identifier section block lot 83.20-1-6

Roll Identifier (if different)

Total Parcel Acres

SECTION D: PARCEL ACREAGE SUMMARY *	ACRES
(1) Agricultural and Silvopasture Land	8.9
(2) Farm Woodland (up to 50 acres)	21.6
(3) Excess Farm Woodland	
(4) Non-Agricultural Land	.3
TOTAL ACREAGE	30.8

SECTION E: SOIL MAP BREAKDOWN OF AGRICULTURAL AND SILVOPASTURING LAND

SOIL MAP SYMBOL	SOIL MAP UNIT NAME	SOIL GROUP	Scale: 1" = _____ No. of Grid Points	NUMBER ACRES
ChB	Charlton fine sandy loam, 3 to 8 percent slopes	3		2.9
ChC	Charlton fine sandy loam, 8 to 15 percent slopes	5		6
CrC	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	8		5.1
CsD	Chatfield-Charlton complex, 15 to 35 percent slopes, very rocky	8		15.4
LeB	Leicester loam, 2 to 8 percent slopes, very stony	8		1.1
NcA	Natchaug muck, 0 to 2 percent slopes	10		.3
*Roughly 1/3 of the parcel has group 1-6 soils.				
*Two workable levels with aggressive topography connecting.				
				30.8

SECTION F: AGRICULTURAL AND SILVO-PASTURING LAND SOIL GROUP SUMMARY

Mineral Soil Group		Acres
1	a	
	b	
2	a	
	b	
3	a	2.9
	b	
4	a	
	b	
5	a	6
	b	
6	a	
	b	
7		
8		21.5
9		
10		.3

Organic (muck) Soil Group	Acres
A	
B	
C	
D	

SOIL GROUP	8.9
TOTAL ACRES	30.8

* SEE EXPLANATION OF TERMS ON BACK

SECION G: DATE AND SIGNATURES

Jointly Reviewed and Concurred:

Date: 4/2/2024

Landowner Signature

Completed by: Signature Neal a. Tomann

Distribution: Submit Original Copy to the Assessor and copies to SWCD and Landowner

INSTRUCTIONS FOR COMPLETING SOIL GROUP WORKSHEET

This form becomes part of a document used in Real Property Tax Administration so it must be filled out completely and accurately for the local assessor's use. It is important to note the following before completing worksheets for a farm.

1. Every parcel as identified on the assessment roll must have its own worksheet prepared, do not combine parcels on one worksheet.

2. Do not leave any blanks even when filling out multiple worksheets for the same landowner.

3. Make sure each copy is readable. Typing the information is the ideal way to make sure the information is legible and the copies are readable. If you are handwriting the information, please print legibly and press down so the copies are readable.

4. For details on completing the various sections, see separate instructions.

5. For newly planted orchards and vineyards, see Form APD-10.

EXPLANATION OF TERMS

1. AGRICULTURAL LAND

Means, one of ten mineral soil groups or subdivisions thereof or four organic soil groups for lands used in agricultural production exclusive of farm woodlands. Lands in this category include cropland, pasture, orchards, vineyards, managed Christmas tree plantations, sugarbush, aquaculture, and supportland. Agricultural land must equal Soil Group Total Acres.

2. SILVOPASTURE LAND

Means land used in silvopasturing, limited to up to ten fenced acres per large livestock, including cattle, horses and camelids, and up to five fenced acres per small livestock, such as sheep, hogs, goats and poultry. "Silvopasturing" means the intentional combination of trees, forages and livestock managed as a single integrated practice for the collective benefit of each, including the planting of appropriate grasses and legume forages among trees for sound grazing and livestock husbandry. A copy of a "silvopasture" plan must accompany the soil group worksheet. Silvopasture can stand alone or be part of a farm that includes agricultural land, farm woodland, farm woodland and/or non-agricultural land.

3. FARM WOODLAND (UP TO 50A)

Farm woodland means land used for the production for sale of woodland products, including but not limited to logs, lumber, posts, and firewood. Farm woodland which will qualify for an agricultural assessment as "land used in agricultural production" must be part of and qualified for an agricultural assessment provided, however, that such farm woodland attributable to any separately described and assessed parcel **must not exceed fifty (50) acres**. Farm woodland must not include land used for the processing or retail merchandising of woodland products, ledge, marsh, open swamp, bog, water, and similar areas. Such land must have a forest growth of suitable character and distribution to give assurance that a stand of merchantable lumber will be developed within a reasonable time.

Farm woodland does not include land used as silvopasture as long as the silvopasture acreage limit is not exceeded (based upon the number and size of livestock), but if there is any silvopasture acreage over the limit, the excess acreage should be treated as farm woodland.

4. EXCESS FARM WOODLAND

Any farm woodland over the 50 acre maximum allowed in Section D (2) of this form. Clearly describe for the assessor any acreage in this category on the map provided. This is important in the event of a conversion. This land is not subject to the payment provision.

5. NON-AGRICULTURAL LAND

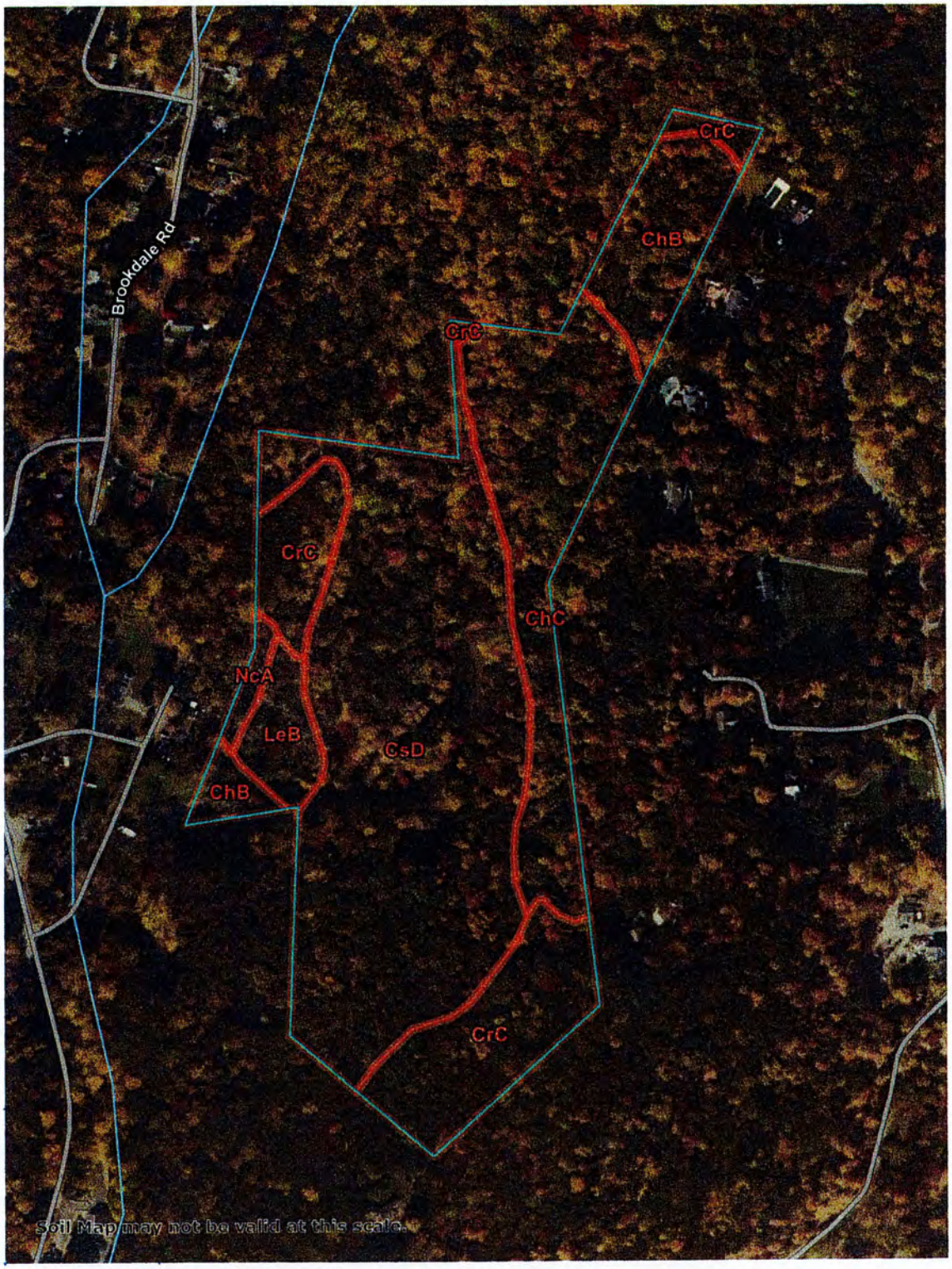
Ineligible land uses including but not limited to the following: landowner's residence and lot, gravel quarry or other mineral, oil or natural gas extraction, commercial hunting and game preserves as well as any other commercial recreational uses such as camping and athletic facilities and parks, retail establishments of any kind including restaurants, lodging facilities and roadside stands used for sale of crops, livestock, or livestock products, processing facilities, sawmills, and fertilizer plants. Non-agricultural land shall also include any land that is not actually being used to produce crops, livestock or livestock products for sale, where such land is not farm woodland qualified for an agricultural assessment or support land.

Also, any land withheld from the agricultural assessment program by the landowner should be placed in this category.

Soil Map—Putnam County, New York
(Frank Rush)

73° 52' 29" W 73° 52' 0" W

41° 20' 39" N 41° 20' 39" N



41° 20' 10" N 41° 20' 10" N

73° 52' 29" W 73° 52' 0" W

Map Scale: 1:4,330 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

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

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

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

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ChB	Charlton fine sandy loam, 3 to 8 percent slopes	2.9	9.4%
ChC	Charlton fine sandy loam, 8 to 15 percent slopes	6.0	19.4%
CrC	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	5.1	16.5%
CsD	Chatfield-Charlton complex, 15 to 35 percent slopes, very rocky	15.4	50.0%
LeB	Leicester loam, 2 to 8 percent slopes, very stony	1.1	3.6%
NcA	Natchaug muck, 0 to 2 percent slopes	0.3	1.1%
Totals for Area of Interest		**30.8**	**100.0%**

Putnam County
Soil and Water Conservation District

842 Fair Street, Carmel, NY 10512
Phone: (845) 878-7918 ***E-mail:*** joseph.raguzin@putnamcountyny.gov

Soil Group Worksheet Request Form

$50.00 PER TAX PARCEL MUST BE PAID IN FULL AT TIME OF REQUEST

(Please make check payable to "Commissioner of Finance" and mail to address above)

Name (Please Print) FRANCIS W RUSH III Date 4/1/2024
Farm Name RUSH Family Farm
Address RUSH DR Putnam Valley NY 10579
Phone (home) 845 5089378 (work) 914 834 8639 Fax 845 526 1958
Email: FRANKrushiii@optonline.net

**** ALL FIELDS MUST BE COMPLETED ~ IF ANY ARE BLANK ~ THE REQUEST CAN NOT BE PROCESSED****

Check one: X Ag District ___ Individual Commitment

Check one: X New Worksheet ___ Revised Worksheet

OWNERS NAME: FRANCIS W RUSH III
OWNERS ADDRESS: 15 RUSH DR Putnam Valley NY 10579
PROPERTY ADDRESS: RUSH DR. Putnam Valley NY 10579
TOWN OF: Putnam Valley
PARCEL #: 83.20-1-6
TOTAL PROPERTY ACRES: 33

IF YOU DO NOT FARM THE TOTAL PARCEL, DO NOT PUT TOTAL AG ACRES THE SAME AS TOTAL PROPERTY ACRES

Property description ~ Answer all questions ~ Do not leave any blanks

FARM TYPE (S):
Crops X Hay ___ Livestock ___ Horse ___ Sheep ___ Other: Apiculture

OWNER'S HOUSE ACRES +/-: —
TOTAL AG ACRES +/-: 33
TOTAL FARM WOODLAND ACRES +/-: 15
CLEARED LAND OR NEWLY FENCED ACRES +/-: 18
ANY OTHER BUILDINGS? 2 BARNS

Notice: We will contact you when your packet is ready. You will need to come in and sign the document in person.

Updated February 2018

Official Use Only:

Amount Collected: $_____ **Assisted by:**_____

(2)

New York State
Department of Agriculture and Markets

AGRICULTURAL DISTRICT CREATION WORKSHEET

This form is to be completed by agricultural landowners whose lands are proposed for inclusion within an agricultural district. The information obtained from this form will be utilized by the County and State in determining the significance and viability of agriculture within the proposed district.

PART I **LANDOWNER DESCRIPTION**

Name FRANCIS W. RUSH III Telephone No. (H) 845 528 9379 (C) 914 804 8639

Address RUSH DR. City PUTNAM VALLEY State NY Zip Code 10579

CHECK ONE ✓ Farmer (If checked, please proceed to Parts II and III) Non farmer (If checked, please proceed to C of Part III)

PART II **FARM DESCRIPTION**

No. of Acres Owned	No. Of Acres Cropped	No. of Acres Rented (from another landowner as part of subject farm)
33	18	—

Principal Farm Enterprise (Check one)		Estimated Annual Gross Farm Sales (Check one)		Capital Investment over Past 7 Years (Check One)	
Dairy		Below $10,000		Below $10,000	
Cash Crop (Grain)		$10,000 to $39,999	✓	$10,000 to $49,999	
Cash Crop (Vegetable)		$40,000 to $99,999		$50,000 to $99,999	
Orchard		$100,000 to $199,999		$100,000 to $199,999	✓
Vineyard		$200,000 to $499,999		Over $200,000	
Livestock (Other than Dairy)		Over $500,000			
Poultry					
Apiculture ~~Horticultural Specialties~~	✓				
Sugarbush					
Christmas Tree	✓				
Aquaculture					
Other (Please specify)					

PART III **BOUNDARY DESCRIPTION**

List Tax Identification Numbers for all parcels within farm unit

A. 83.20-1-6

B. List Tax Identification Numbers for all parcels rented FROM another landowner

—

C. List Tax Identification Numbers for all parcels rented TO farmers

—

(Attach additional sheets if necessary)

2.

Town of Putnam Valley; Rush Drive.
Frank Rush
-Parcel #83.20-1-6 (33 acres) Total acreage: 33

Applicant Frank Rush seeks inclusion in the Putnam County Agricultural District as a Christmas tree farm.

NYS Article 25AA - Agricultural Districts, Section 303-b requires the county agricultural and farmland protection board develop recommendations as to whether the land that has petitioned to be included in the agricultural district consists of predominantly of "viable agricultural land" and the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Under Putnam County Legislature Resolution #139 (July 12,2007), one of the factors to be considered when determining the 'viability' of the parcel(s) is, "Are the parcels currently being farmed".

In reviewing Parcel # 83.20-1-6, the Putnam County Agricultural and Farmland Protection Board felt the property showed potential as a Christmas tree farm but had not been sufficiently developed for inclusion into the Agricultural district.

Due to the requirements stated above th[illegible] property for inclusion into the Putnam County Agricultural [illegible]

(x) **The PCAFPB voted (3 yes, 8 [illegible] in 2024.**

Please find enclosed The Invoice and Certificate of Inspection for this years planted crop on our farm
Thank You - Francis

see attached

(*) 3.

Town of Patterson; 276 Quaker R[illegible]
Daniel Honovich / Ridge Ranch
-Parcel # 15.-1-46 (68.04 acres)
-Parcel # 15.-1-49 (45.03 acres)
-Parcel # 15.1-48 (.45)

Applicants are operating a breeding pr[illegible], donkeys, goats, and rabbits.

Under Putnam County Legislature Resolution #139 (July 12,2007), one of the factors to be considered when considering the inclusion of a parcel into the Agricultural District 'Each Parcel must be free and clear of Town, State and Federal violations.'

The applicant currently has an outstanding violation with the Town of Patterson.
The application was not voted on.

(x) The PCAFPB did not vote on this application and does not recommend inclusion in the Agricultural District.

7-17-24

APPROVAL #4

Putnam County
Agriculture & Farmland Protection Board

842 Fair Street, Carmel, NY 10512
Phone: 845-878-7918 ~ Fax: 845-808-1908
Email: neal.tomann@putnamcountyny.gov

2024 JUN 20 PM 4:32
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

Date: June 20, 2024
To: Diane Schonfeld, Putnam County Clerk of the Legislature
From: The Putnam County Agriculture & Farmland Protection Board
Re: 2024 Agricultural District Inclusion Recommendations

During April 2024, the Putnam County Agriculture and Farmland Protection Board (PCAFPB) received nine (9) applications for inclusion into the Putnam County Agricultural District. Application review and site visits were conducted during the month of May 2024. On May 29, 2024, the PC AFPB voted on the applications. All eleven (11) voting members were present. The results are as follows:

1.

Town of Kent; 169 Dean Road.
Robert Lena / Angry Goose Farm
-Parcel #10.-2-6.-1 (115.26 acres)
-Parcel #10.-1-38.-1 (39.66 acres): Total Acreage: 154.92

Applicant seeks inclusion as a commercial horse boarding operation.

In 2001 the Agriculture and Markets Law (AML) was amended to include commercial horse boarding operations in the definition of a "farm operation" under AML §301(11). This amendment recognized that commercial horse boarding operations are farm operations and as such should receive AML §305(a) protection from unreasonably restrictive local laws. In 2011 AML §301(11) was amended to include commercial equine operations in the definition of a "farm operation."

Both parcels in this application are subject to an easement by the DEP that prevented the board from recommending inclusion in the agricultural district.

Under AML §301(13) the term "commercial horse boarding operation" is defined as "...an agricultural enterprise, consisting of at least seven acres and boarding at least ten horses."

The parcels seeking to be included in the Agricultural district are subject to 'The City of New York Department of Environmental Protection Conservation Easement Deed' dated October 19, 2001, between (former owner) Michael and Rosemary Fossati and The City of New York. The present owner / applicant took the property subject to this easement.

§3.4(B) of this document limits the allowable number of 'horses or other livestock' to 6 (six).

Given this conflict between the conditions of the easement and the requirements of AML§301, the AFPB voted to not recommend this application for inclusion to the Agricultural District.

(x) The PCAFPB voted (0 yes; 11 no) to not recommend this parcel for inclusion in 2024.

Cold Stream Farm LLC
8585 North Stephens Rd.
Free Soil, MI 49411

Confirmation / Invoice

Order Date	Invoice #
2/20/2025	215387

Bill To

The Rush Family Farm
Frank W Rush III
15 Rush Dr
Putnam Valley, NY 10579

Ship To

The Rush Family Farm
Frank W Rush III
15 Rush Dr
Putnam Valley, NY 10579

Order Pick Up

Ship Date Note
Spring

Qty	Description	Rate	Amount
100	Fir, Fraser, 6-12" (9.36 / 6.23 / 3.75 / 2.72 / -)	2.72	272.00
50	Fir, Balsam, 12-18" (12.94 / 8.72 / 6.40 / 4.66 / -) * Spring Only *	6.40	320.00
100	Spruce, Norway, 18-24" (15.23 / 11.19 / 5.12 / 3.09 / 2.59) * Spring Only *	3.09	309.00
	Subtotal		901.00
	Ground Shipping	122.91	122.91

Call (231) 464-5809 if specific shipping dates are required.
Guarantee: Stock is guaranteed fresh and healthy upon delivery. Please inspect your plants immediately upon delivery. If the plants are not wanted for any reason, they should be returned within 1 week, otherwise contact Cold Stream Farm immediately for alternate return instructions. Shipping cost is the responsibility of the customer. Restocking fees may apply to returned orders.
FALL EVERGREEN SHIPMENTS ARE NOT GUARANTEED due to the significance of environmental factors. EVERGREENS OVER 24" ARE NOT GUARANTEED. All deciduous and spring shipped evergreens under 24" are guaranteed to leaf or bud out. Guarantee does not extend past bud/leaf break. All claims for stock failing to leaf or bud must be made before June or within 30 days of delivery. Store credit on account will be provided for all approved claims. Store credit can be used toward either the purchase of replacement stock or any alternate species.

Sales Tax (0.0%)	$0.00
Total	$1,023.91
Payments/Credits	-$986.91
Balance Due	$37.00

AB 3/13/25

Issued On: 10/15/2024
Expires: 10/31/2025

State of Michigan

Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division

NURGL-001387
NURSERY GROWER
Display Prominently

Issued To: COLD STREAM FARM LLC
8585 N STEPHENS RD
FREE SOIL MI 49411

Responsible Party and Address:

COLD STREAM FARM LLC
8585 N STEPHENS RD
FREE SOIL MI 49411

Dr. Tim Boring
Director

This license is not transferable and is only valid for the establishment owner and address listed above. This license is issued in accordance with the provisions of Act 189, P.A. of 1931, as amended.

Michigan Department of Agriculture and Rural Development

Pesticide and Plant Pest Management Division
P.O. Box 30017, Lansing, MI 48909

CERTIFICATE OF INSPECTION

Issued under the authority of Public Act 189 of 1931, as amended.

This is to certify that this plant material or nursery or premises from which this shipment was made has been inspected and meets National Plant Board standards of pest freedom.

COLD STREAM FARM LLC

8585 N Stephens Rd, Free Soil, MI 49411-9177

License #: NURGL-001387

Certificate Expiration Date: 10/31/2025

Grower / shipper: Attach a copy of this certificate and your Nursery License to shipping documents

---

Michigan Department of Agriculture and Rural Development
Pesticide & Plant Pest Management Division
P.O. Box 30017, Lansing, Michigan 48909
1-800-292-3939
www.michigan.gov/mdard

CQC Number
CQC-0011729-01

Expiration Date
October 31, 2025

215387

Certificate of Quarantine Compliance

This is to certify that the commodities described below have been visually inspected and found in compliance with the National Plant Board standards of pest freedom
(In Accordance with Act 189, P. A. of 1931, as amended)

FIRM NAME			
COLD STREAM FARM LLC			
ADDRESS	**CITY**	**STATE**	**ZIP CODE**
8585 N Stephens Rd	Free Soil	MI	49411-9177

Commodity
Bareroot Seedlings & Transplants Originating from Mason County, MI

Meets Requirements of:

- 7CFR 301.45 Spongy moth
- Meets CDFA Quarantine No 3280 (Japanese Beetle)
- Meets the requirements of CDFA Quarantine No 3287 (Spotted Lanternfly) – Articles have been inspected and found free from any living stages of spotted lanternfly.
- Plants are bareroot and free from soil.
- The plant material in this shipment has been officially inspected and found to be free from elongate hemlock scale, Fiorinia externa.

Signature

Lead Inspector	Date	Signature
Zack Grime	November 14, 2024	

Attach a completed copy of this certificate to the shipping document along with a copy of the Nursery Certificate/License

Cold Stream Farm

8585 North Stephens Road • Free Soil, MI 49411
www.coldstreamfarm.net

Planting Suggestions

Revised 2025

INSPECT YOUR ORDER: Stock is guaranteed fresh and healthy upon delivery. Please inspect your plants immediately upon delivery. If a branch or root is broken, simply prune it off. This will not damage your tree. We try very hard to place "safety belts" on all our plants that we ship, however, sometimes the plants come loose. If the plants are not wanted for any reason, they should be returned within 1 week, otherwise contact Cold Stream Farm immediately for alternate return instructions. Shipping cost is the responsibility of the customer. Restocking fees may apply to returned orders. If you received damaged or incorrect nursery stock it MUST BE REPORTED UPON DELIVERY. Stock will be expected to be shipped back OR pictures of the stock must be provided.

TREES ARE BARE ROOT AND DORMANT: We ship bare root dormant trees, so the tops may appear dry (dormant state). Trees typically become dormant in the fall when the temperature gets cooler and will come out of dormancy in the spring when temperature gets warmer. We harvest our dormant plants and keep them in climate controlled coolers prior to shipping. Plant as directed in the ground and water regularly and the plants will thrive.

SCRATCH TEST: If you are unsure whether or not your plant is alive, please do a gentle scratch test. Gently scratch a small amount of the bark about one inch up from the base of the plant. If it is white or green under the bark...it is alive.
If it is brown or black under the bark...it is dead. Please take photos of the results for warranty.

PLANTING: OPEN YOUR TREE PACKAGE UPON ARRIVAL AND ASSURE THAT THE ROOTS ARE MOIST. Add moisture if necessary. If planting can't be done immediately, tops should be allowed to dry to prevent mold. Roots should be kept moist, but not submerged. If you are unable to plant deciduous trees when you get them they can be stored for prolonged periods in darkness below 40°F (5°C). At warmer temperatures they will not keep long and should be heeled into a moist shaded area as soon as buds start to break open or mold appears. You should dip or hose down the roots before planting or heeling the stock in. Evergreens are even more sensitive to mold attack, making it necessary to open bundles before heeling in. If left unchecked the mold will attack living tissue, killing the stock. Once the stock begins to leaf out, the odds of good performance drops rapidly with time. At no time should the roots be allowed to dry out prior to or after planting. This is particularly true of evergreens since they continue to respire even when dormant.

PLEASE VISIT OUR WEBSITE FOR TERMS AND CONDITIONS.

Delivered April 8 2025 - Ordered in January 2025
250 Trees Total
Balsam Firs - 50 - 12" to 18" Fraser Firs - 100 - 6" to 12"
Norway Spruce - 100 - 18" to 24"

#4
(11.)

Putnam County Agricultural District Enrollment Form

Enrollment Form to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District.

Annual Enrollment period is **April 1 through April 30.**

Part I - Landowner Identification

Landowner Contact

Owner Name: Michael R. Bruen

Farm Name: White Oak Apiary

Mailing Address: 91 Brewster Hill Rd
Brewster

Farm Address: 91 Brewster Hill Rd
Brewster

Town farm is located in Southeast

Email: Mikeb285@Hotmail.Com

Daytime Phone: _____

Cell Phone: 845-661-5729

Emergency Contact:

Landline Phone: _____

Cell Phone: 914-299-8858

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:
1.14	.5+	0
Principal Farm Operation (check all that apply)	**Estimated Annual Gross Farm Income** (check one)	**Capital investment over Past 8 Years** (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☒ Cash Crop (vegetable)	☒ $50,000 to $99,999	☒ $40,000 to $99,999
☒ Orchard (fruit)	☐ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☐ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		
☐ Livestock (type:_____)		
☐ Equine		
☐ Horticulture/Greenhouse		
☐ Sugarbush		
☐ Christmas Trees		
☐ Hay		
☒ Apiary		
☐ Aquaculture		
☐ Other _____		

Part III - Parcel Identification

Please list the tax map parcel numbers, acreage, town/rent and town it is located in for each parcel that you wish to be included in the Agricultural District. Please note there will be a site inspection of the farm operation. The owner is required to be available to meet with representatives of the County during the inspection. (Attach additional sheet if needed).

Parcel ID #	Town	Acreage	Own/Rent
57.-2-46.2	Southeast	1.13	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

Please See Attachment 1

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: NONE
* List any Deed Restrictions or Easements: NONE
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V- Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is, to the best of my knowledge, correct and complete.

Signature: Michael R. Bruen Date: 20APR25

Print Name: Michael R. Bruen Are you the landowner? ☒ Yes ☐ No

Return this Enrollment Form and attachments during the month of April to:

Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Attachment 1

My business plans have previously been filed for the 67 acres behind my property that was put into the ag District years ago I'm looking to add this property as well so I can set up a Farm stand to sell my honey and produce again, since the area I used on RT 312 for years was shut down due to the Construction.

As I have been a member in good standing w/ the ag Districts for 15 plus years I find it necessary to have the legal protection afforded by the State to avoid frivolous law suits etc when I comply w/ all agricutural policies. Since owning an apiary significantly broadens my liabilities to any one stung by anything within a 2 mile radius it is very important to have those legal protections.

While the properties that completely surround my property are all afforded the luxury + protection of the Ag District I find it imperative to have the same benefits to stay in business and provide the area w/ a local source of organic produce and honey.

I look forward to showing you the property at your convenience.

June 10, 2025

VIA EMAIL TO PUTCOLEG@PUTNAMCOUNTYNY.GOV

Greg E. Ellner, Chair
Putnam County Physical Services Committee
40 Gleneida Avenue
Carmel, New York 10512

Re: Reinmaker Farm East LLC;

Dear Chairman Ellner and Honorable Members of the Putnam County Legislature, Physical Services Committee,

We represent Reinmaker Farm East LLC, and its member Harold Lepler (collectively, the "Applicant"), the owner of the Premises located at 122 Federal Road, in the Town of Southeast, New York (the "Premises"). An application for the inclusion of the Premises into the Putnam County Agricultural District is currently pending before your committee for referral to the Putnam County Legislature. A copy of said application is annexed hereto as Schedule A. As you are aware from review of the Putnam County Agricultural District Enrollment Form, and associated business plan and breeding contract, submitted on behalf of the Applicant, Reinmaker Farm has operated as a commercial boarding, breeding and haying operation within Putnam County for the past 40 years with income in excess of $50,000 for at least the last 20 years. In its time of operation, Reinmaker has produced some of the top horses nationally in the reining discipline. The farm previously operated out of 266 Joe's Hill Road, which was one of the first parcels included within the Putnam County Agricultural District at its time of inception. Since the sale of 266 Joe's Hill Road, Mr. Lepler has continued to maintain horses as part of the Reinmaker Farm operation and currently has a breeding mare due in April 2026. The Premises at Federal Road will be used as the base location for this continued breeding operation. Commercial boarding will not occur on site. Reinmaker Farm's operations will continue to meet and exceed the income threshold for 2025 at the Premises, as it has for the last 20 years. The Applicant has obtained a

with Farm Operation defined to include a "Commercial Equine Operation" and Commercial Equine Operation defined as:

> ".... an agricultural enterprise, consisting of at least seven acres and stabling at least ten horses, regardless of ownership, that receives ten thousand dollars or more in gross receipts annually from fees generated through the provision of commercial equine activities including, but not limited to riding lessons, trail riding activities or training of horses or through the production for sale of crops, livestock and livestock products, or through both the provision of such commercial equine activities and such production. Under no circumstances shall this subdivision be construed to include operations whose primary on site function is horse racing. Notwithstanding any other provision of this subdivision, an agricultural enterprise that is proposed or in its first or second year of operation may qualify as a commercial equine operation if it consists of at least seven acres and stables at least ten horses, regardless of ownership, by the end of the first year of operation."

It is clear from the definition of a Commercial Equine Operation that i) a breeding operation would qualify; and ii) such operation would qualify within its first year of operation. Here, the Applicant has continually been in operation for the last 40 years. Nowhere in the law is it required that the on-site buildings have been completed for the continuation of a farm operation that has been in existence and is merely adding property. Essentially, the Applicant is applying to include a new parcel into his continuing farm operation.

Since the Applicant has continually been farming, as clearly evidenced by the Agreement with Leeman Farm for embryo transfer, it would be a mischaracterization to call this a "start-up" operation. For arguments sake, however, even if this was characterized as a "start- up", the law is clear that the inclusion of the Premises would still be proper in this specific case. Agriculture and Market guidance on Start Up Operations provides extended time frames for the production of farm product as a start-up farm operation. The applicant meets the requirements without any necessary extension in time. As the Agriculture and Farmland Protection Board readily acknowledged in its May 21, 2025 meeting, they have no doubt the Applicant will use the Premises as a farm operation and meet all requirements for inclusion. The only basis on which they relied in not recommending inclusion was the lack of on Premises facilities and horses at the time of their visit. The

We look forward to the opportunity to discuss this matter further at the June 16, 2025 meeting of your Board.

Sincerely,
Hogan, Rossi & Liguori

By: _____
Jamie Spillane, Esq.

Cc: Reinmaker Farm East LLC

VIA FEDERAL EXPRESS OVERNIGHT COURIER

Hon. Amy E. Sayegh, Chairwoman
Putnam County Legislature
40 Gleneida Avenue
Carmel, New York 10512

Re: Application for Addition of Land to Existing Agricultural District
Property: 122 Federal Road, Brewster, New York 10509

Dear Chairwoman Sayegh:

This firm represents Reinmaker Farm East LLC, the owner of the above-described Property. Submitted herewith is the LLC's Application for Addition of Land to an Existing Agricultural District. The Application seeks to include the Property in Putnam County Agricultural District 1.

As set forth in the enclosed Application, the Property, which consists of approximately 107 acres in the Town of Southeast will be used for the breeding of horses under the name "Reinmaker Farm". As the Board is likely aware, Reinmaker Farm has been an active farm operation in the County for the last 20 years. With this additional parcel, the Farm is expanding into a breeding operation. As such, inclusion of the Property within the existing Agricultural District would further the County's purpose of conserving and protecting agricultural land and encouraging the maintenance and development of open space for agricultural use.

In support of this request, a business plan, a copy of a breeding agreement, the survey and the barn plans are attached herewith. I have enclosed ten copies as the application does not indicate how many copies are required and I have not, as of yet, received a response from Mr. Tomann.

Thank you very much, and we look forward to your Board's consideration of the enclosed

Owner Name: Reinmaker Farm East LLC

Farm Name: Reinmaker

Mailing Address: c/o Clocktower Commons Drive
Brewster, New York 10509

Farm Address: 122 Federal Road
Southeast, New York 10509

Town farm is located in Southeast

Email: haroldlepler@gmail.com

Daytime Phone: _____

Cell Phone: _____

Emergency Contact:

Landline Phone: _____

Cell Phone: Harold Lepler 914-403-6910

(This is needed for any natural or "other" disaster that might occur. This is extremely important for animal and food safety).

Part II - Farm Operation Description

Number of Acres Owned:	Number of Acres Farmed:	Number of Acres Rented:

Principal Farm Operation (check all that apply)	Estimated Annual Gross Farm Income (check one)	Capital Investment over Past 8 Years (check one)
☐ Dairy (goat or cow)	☐ Below $10,000	☐ Below $10,000
☐ Cash Crop (grain)	☐ $10,000 to $49,999	☐ $10,000 to $39,999
☐ Cash Crop (vegetable)	☐ $50,000 to $99,999	☐ $40,000 to $99,999
☐ Orchard (fruit)	☒ $100,000 to $199,999	☐ $100,000 to $199,999
☐ Vineyard	☐ $200,000 to $499,999	☒ Over $200,000
☐ Poultry (eggs)	☐ Over $500,000	
☐ Poultry (meat)		

58.-1-54.2	Southeast	106.909	Own

Part IV - Business Description

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Please attach a business plan describing in detail the operation, realized or anticipated gross sales value for each major element of the operation and future plans).

See attached.

* Is this property currently receiving Agricultural Assessment? ☐ Yes ☒ No
* Identify any outstanding Town/County/State Violations: None
* List any Deed Restrictions or Easements: See attached.
* Has the property been subdivided or is proposed to be subdivided? ☐ Yes ☒ No - Lot Line Adjustment Filed Map 2585A
* If the farm operation is being proposed, new operation, or is in the construction phase, please provide a copy of the site plan maps and if recently subdivided or is proposed, please provide the subdivision map.

Part V - Signature

I hereby certify that I am either the owner of record or am duly authorized by the owner of record to file an application to include additional land within the Putnam County Agricultural District for the subject property as described above, and I hereby swear that all information submitted as part of this Enrollment Form is

American Quarter Horse Association (AQHA) and National Reining Horse Association (NRHA) horses to the Town of Southeast. Reinmaker has bred some of the top money earning horses in NRHA history.

Our goal is not only to continue in this venture but to also add to it the newest biotechnology methods in the equine breeding industry on the 106 acres owned by Reinmaker Farms East LLC on Federal Road.

Our vision is to breed and sell a select few horses with the best genetics to become top performers in the reining discipline.

In the last 10 years NRHA has exploded with increased popularity and the exposure of NRHA shows, such as The Run for a Million, and with the popularity of TV shows such as The Last Cowboy and Yellowstone. There has also been a large increase in prize money offered at NRHA shows and events.

Between the increased exposure and increase in prize money offered, the need for high quality athletic horses has vastly increased with the need for high quality breeding operations.

We here at Reinmaker have a plan to breed 2 to 3 mare of the highest quality to the highest quality stallions. Using the newest method call Intracytoplasmic Sperm Injection [ICSI]. We will be able to reach these goals and raise the quality foals that will be a very valuable and desired product.

Our breeding program will be in conjunction with Leeman Farms of Massilon, Ohio as well as our local veterinarians. Our mares will be housed and cared for at the Reinmaker site on Federal Road and then sent to Leeman farms to foal and for rebreeding. Foals will then be prepared for sale with the assistance of NRHA's Top reining trainer and rider Shawn Flarida. A caretaker will be always on site at Reinmaker to clean, feed and care for mares. Hay, grain and bedding will be purchased locally.

LEEMAN FARM and OWNER/LESSEE: hereinafter referred to as the Owner/Lessee; (If Lessee, please pro-vide a copy of the Lease Agreement.) AGREE TO THE FOLLOWING for the breeding season of 2025

1. $600.00 Non-Refundable Booking Fee. Clients with contracts on file will have priority over clients without a contract if a recipient mare shortage should occur. This is no guarantee that we will always have recips available. Booking fee will cover up to 3 embryo transfer attempts per contract. Booking fee is transferable to 2026 if no transfers are attempted in 2025.

2. An additional $500.00 will be due and payable at time of transfer if the Embryo was produced via ICSI, or an additional $600.00 due and payable at time of transfer if the Embryo was previously frozen.

3. A Pregnancy Fee of $4,000.00 will be billed at Heartbeat Detection. If there is No Heartbeat, no charges will apply and no fees will be assessed. All recipient mare fees are included in the Pregnancy Fee up to Heartbeat Detection.

4. Client may choose to leave recipient mare on site at agreed board/lease rate of $900/month until foaling and $1200/month after foaling until resulting foal is weaned.

5. There will be a grace period of 7 days after Heartbeat Detection for you to arrange pick up of the recipient mare. After the grace period, Owner/Lessee will be charged board at the rate of $20.00 per day and for any progesterone supplementation administerdd the recipient mare.

6. The open recipient mare must be returned to LEEMAN FARM by November 1st of her foaling year in good health and condition. If recipient mare is not returned by Nov.1st of her foaling year Owner Lessee must remit to LEEMAN FARM $2,000.00 for purchase of the recipient.

7. Gestation to term within normal limits guarantee : Lessee assumes care of the recipient. If the recipient does not carry the foal to term and has been returned to LEEMAN FARM open and in good health and flesh, Lessee will receive a $2,000.00 credit applied to the pregnancy fee the following breeding season. Mares foaling before 310 days are considered to have aborted, not carried foal to term. If the Recipient dies in the care of the Lessee, no credit will be given and a $2,000 fee will be due to LEEMAN FARM

8. Owner shall not use or allow the use of the Recip for any reproductive purposes other than that specifically performed by LEEMAN FARM. If the Recip is used without the express written permission from LEEMAN FARM, the owner shall pay a fee of $4,500.00

9. Lessee agrees that LEEMAN FARM shall not be liable for any injury , disease, or death of Donor Mare, Donor Mare's foal.Recipient Mare, nor any in-utero foal. Any insurance desired on the Donor Mare, Donor Mare's foal, pregnant recipient, and/in-utero foal is the sole responsibility of the Lessee.

10. Owner/Lessee will pay all outstanding charges in full before recovering or picking up the pregnant recipient and/or Donor Mare. LEEMAN FARM accepts VISA, MasterCard, Discover, and American Express or Check/Cash.

11. Owner/Lessee is responsible for parentage on embryo transfer foals. LEEMAN FARM will exercise its best judgment in maintaining records and identification on each Donor Mare and recipient.

12. I understand the $4,000.00 pregnancy fee is due and payable on day of Heartbeat Detection and that I am responsible for board, supplemental progesterone, and any and all other fees associated with the recipient mare and her care beginning the day after the above mentioned 7 days grace period.

Printed Name: Harold Lepler Text Update Phone Number: 914-403-6910 Harold 607-237-3945 Joan

Fax: _____ Email: haroldlepler@gmail.com

Address: 122 Federal Hill Rd

Breed and Registration No.: AQHA

Date of Birth: 2018

Current Status: Frozen Embryo (Open/ In Foal, Maiden)

"Donor Mare Owner" Information:

Name: Joan Schaefer

Address: 154 South St

City/State/Zip: Chenango Forks NY 13746

Telephone No.: 607-237-3945

Email Address: reininghorses@yahoo.com

"Embryo Rights Purchaser" Information:

Name: Harold Lepler Reinmaker Farms East

Address: 122 Federal Hill Rd

City/State/Zip: Brewster NY

Telephone No.: 914-403-6910

Email Address: haroldlepler@gmail.com

"Embryo Rights Purchase Price"

USD$ 10,000, paid upon the following payment schedule: payment of $1,700 to Stallion owner upon heartbeat detection

. In the event more than a single embryo is flushed from the Donor Mare, Embryo Rights Purchaser shall pay to Donor Mare Owner USD$_____, upon the following schedule:_____

responsible, at the sole cost and expense of Donor Mare Owner, for ensuring the sound and "clean" breeding condition of Donor Mare prior to the initiation of services provided in Section 4.

3. Donor Mare shall at all times remain in the custody and control of Donor Mare Owner. Embryo Rights Purchaser acknowledges that the embryo rights under this Agreement are non-exclusive and Donor Mare Owner may sell embryo rights to one or more additional purchasers for the same Breeding Season. According, there can be no assurance that Donor Mare will be bred pursuant to this Agreement on any particular ovulatory cycle during the Breeding Season. Embryo Rights Purchaser shall designate to Donor Mare Owner, in writing, the last date of the Breeding Season on which breeding of Donor Mare shall occur.

4. Donor Mare Owner shall select the reproductive veterinarian (identified below) who will provide services to the Donor Mare (i.e., hormonal preparation, ovulation checks (palpation and/or ultrasound), artificial insemination, post-breeding flush(es), embryo flush, embryo retrieval, etc.), provided, however, such services shall be performed solely at the cost and expense of Embryo Rights Purchaser. Unless the services are performed at the usual boarding location of Donor Mare, Embryo Rights Purchaser shall bear the cost of transportation and board/hospitalization of Donor Mare until the embryo flush has occurred.

5. Embryo Rights Purchaser shall select the stallion for breeding in connection with the embryo to be produced pursuant to this Agreement. Embryo Rights Purchaser represents and warrants that the stallion is free from sexually transmitted diseases, including without limitation, Equine Viral Arteritis, and shall obtain documentation of such from stallion owner to provide to Donor Mare Owner. Embryo Rights Purchaser shall be responsible for all costs and expenses (including, without limitation, stud fee, booking fee, collection fees or costs, semen preparation, shipping costs, rental and return of shipping containers, etc.) of the timely delivery of cooled or frozen semen to Donor Mare's reproductive veterinarian. Live cover of Donor Mare is prohibited.

6. Embryo Rights Purchaser shall be responsible for providing the recipient mare service that will provide a recipient mare into which the flushed embryo will be transferred. Embryo Rights Purchaser shall bear all costs and expenses in connection with the recipient mare/service, including without limitation, purchase or lease fees, breeding soundness examinations, cultures, hormonal preparation, ovulation checks (palpation

foal guaranteed.

8. In the event the first embryo flush does not result in an embryo or there is no confirmed pregnancy in the recipient mare, Embryo Rights Purchaser shall have the right to conduct one (1) additional breeding and flush of the Donor Mare in the Breeding Season. If no confirmed pregnancy in the recipient mare occurs in the Breeding Season, Embryo Rights Purchaser shall have the right to conduct up to two (2) additional breedings and flushes of the Donor Mare in the next year.

9. In the event the recipient mare fails to produce a "Live Foal" (defined as: a foal that stands, nurses (whether at the recipient mare, a nurse mare, or a bottle), and survives for a period of at least 24 hours from the time of birth) and the attending veterinarian certifies that the death of the foal was not due to any act or omission of the Embryo Rights Purchaser (including without limitation any omission of the requirements set forth in Section 7), the Embryo Rights Purchaser shall have the right to conduct additional flushes as set forth in Section 8. Notwithstanding any provision of this Agreement to the contrary, Embryo Rights Purchaser's rights to breeding and flushing of Donor Mare shall expire and lapse at the end of the breeding season in the year following the Breeding Season.

10. In the event Donor Mare dies or for any reason is not available for breeding (through no fault of Embryo Rights Purchaser) and no Live Foal is produced, Donor Mare Owner will refund Fuzzo % (100%, unless otherwise stated) of the Embryo Rights Purchase Price. replacement

11. The unavailability of any particular stallion shall not toll, extend, or enlarge the obligations of Donor Mare Owner. The selection of the stallion shall be at the sole cost, expense, and risk of Embryo Rights Purchaser.

12. All registration fees and expenses for any resulting foal(s) shall be borne solely by Embryo Rights Buyer. Donor Mare shall cooperate fully and promptly in assisting Embryo Rights Buyer in the registration process, including without limitation executing and returning documentation identifying Embryo Rights Buyer as the "breeder" of any foals arising from this Agreement.

13. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, DONOR MARE OWNER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF DONOR MARE, THE OUTCOME OF ANY BREEDING OR REPRODUCTIVE PROCEDURE**

Owner, which consent may be withheld in Donor Mare Owner's sole discretion.

15. Unless otherwise specified, this Agreement shall be governed by the laws of the state or commonwealth of Donor Mare Owner's address set forth above. Unless otherwise specified venue for any lawsuit brought pursuant to this Agreement shall be proper in the state or federal courts located in the county of Donor Mare Owner's address set forth above.

EXECUTED AS OF THE DATE OF THE LAST SIGNATURE AFFIXED TO THIS AGREEMENT.

DONOR MARE OWNER:

Joan Schaefer
Signature
Printed Name: Joan Schaefer
Date: 4-6-25

EMBRYO RIGHTS PURCHASER:

Harold Lepler
Signature
Printed Name: Harold Lepler
Date: 4-6-25

Identity and Contact Information of Donor Mare's Reproductive Veterinarian:

Name: Leeman Farms
Address: _____
City/State/Zip: Massillon, Ohio
Telephone No.: _____
Email Address: _____

Information Regarding Recipient Mare Service:

expenses that arise by reason of:

1. Rights of tenants or parties in possession, if any.

2. Policy excepts all water charges from date of the last actual reading of the meter including all charges entered hereafter but which might include usage prior to the date of this policy.

3. Notes on Filed Map No. 2583.

4. Utility Company Easement Agreements recorded in Liber 254 Page 298 and Liber 701 Page 48.

5. Easement as set forth in Agreement made between Valdemar A. Miller and Rebekka, his wife, and Harold P. Farrington, dated 1/15/1925 and recorded in Liber 131 Page 144.

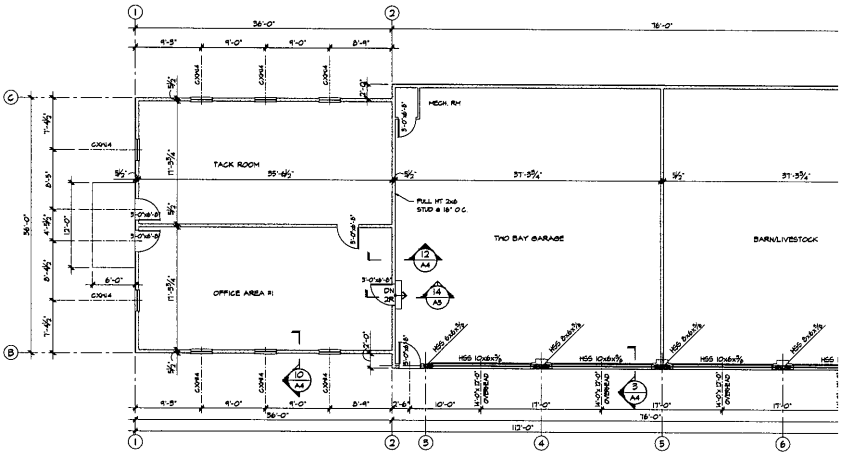
6. Policy will except the mining and mineral rights of the heirs of Philip Philipse, but will insure against loss or damage by reason of the future exercise of the said mineral rights in such a manner as to cause structural damage to the buildings on the premises.

7. Survey exceptions as shown on survey made by Terry Bergendorff Collins, last dated 6/24/2024 (Job Number SE 28.-1-34.2):

   a. Stone walls vary and encroach along record lines;
   b. Remains of wire fence varies along parts of easterly line and along southerly line;
   c. Pond located thereon;
   d. Subject to an A&T Easement along westerly line;
   e. Subject to the rights of others to the brooks and streams crossing westerly parts of premises.

   Policy insures that the existing buildings as shown on the survey, referenced herein, unless stated to the contrary in the survey exceptions, are located wholly within the bounds of the Schedule A - Description herein.

8. Policy excepts the rights of others in and to the uninterrupted flow of any brooks and/or streams



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROPOSED PLAN - 4356 SQ. FT.

CODE INFORMATION

S:

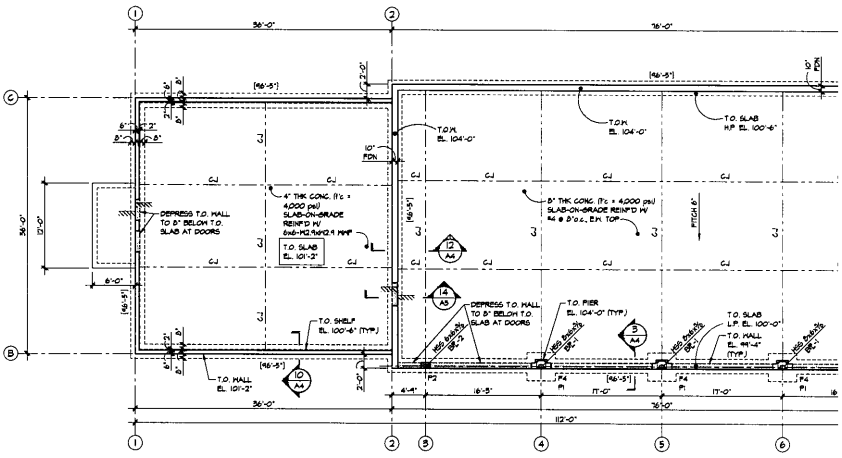
BUILDING CODE 2020
MECHANICAL CODE 2020
ENERGY CODE 2020
ELECTRICAL CODE 2017 (NFPA 70)
FIRE CODE 2020

NEW AGRICULTURAL GARAGE WITH OFFICE SPACE
ONE (1) STORY

CTION: 3B (EXISTING)
SIFICATION - "S-1" STORAGE
N 311.2
- STORAGE = 5888 S.F./300 = 15 OCCUP.
SIFICATION - "B" BUSINESS
N 304.1
- BUSINESS =648 S.F./150 = 5 OCCUP.

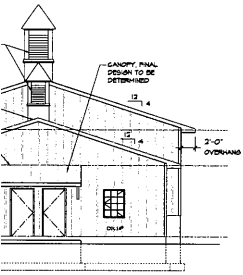
ANTS
PATH OF EGRESS TRAVEL
W/O SPRINKLER SYSTEM
VEL DISTANCE = 200' W/O
M
OMMERCIAL TABLE 402.1.3 - 5 & MARINE 4

LLS - R-20
GRADE - R-10 FOR 24" BELOW

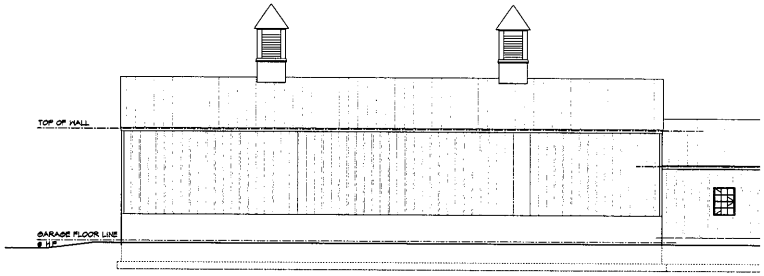


FOUNDATION PLAN

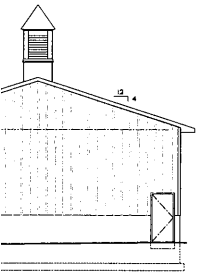
SCALE: 1/8" = 1'-0"



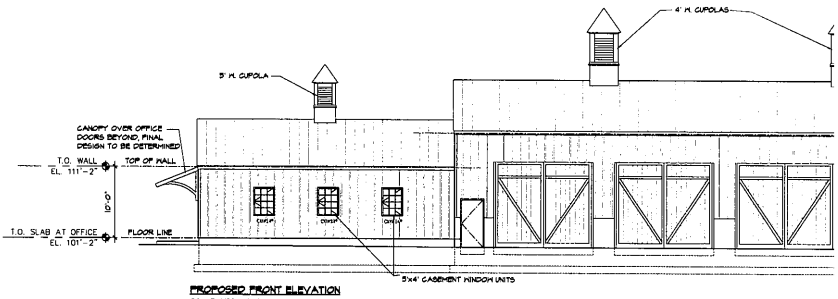
ELEVATION



PROPOSED REAR ELEVATION
SCALE: 1/8" = 1'-0"



ELEVATION



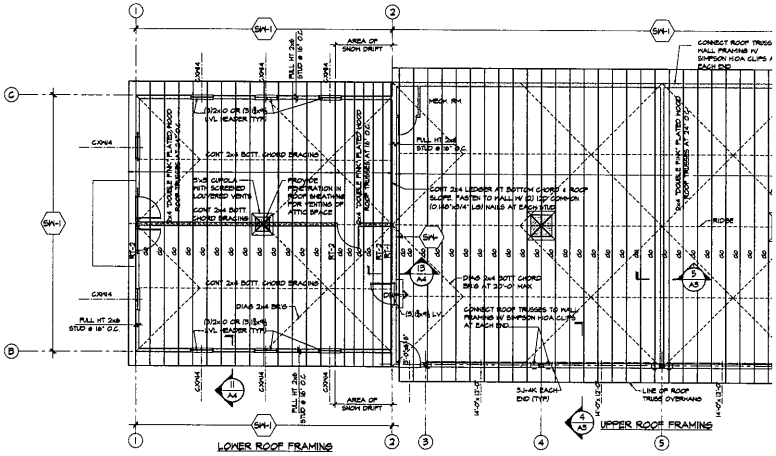
PROPOSED FRONT ELEVATION
SCALE: 1/8" = 1'-0"

IOR FACE PANEL DESIGNATION			ANCHOR BOLT and SPACING
NATION	FASTENER	NAIL SPACING	
5B (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 24" oc (MAX)
5B (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 24" oc (MAX)
5B (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 16" oc (MAX)
5B (MIN)	8d COMMON	6" EDGE / 12" FIELD	AB-1 at 16" oc (MAX)
5B LONG	8d COMMON	6" EDGE / 12" FIELD	

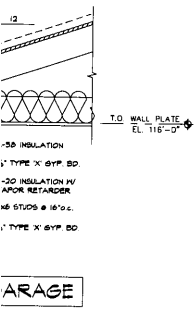
B OR AN APPROVED EQUAL

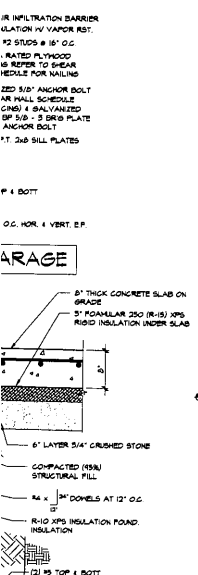
L VERTICAL PANEL JOINTS.

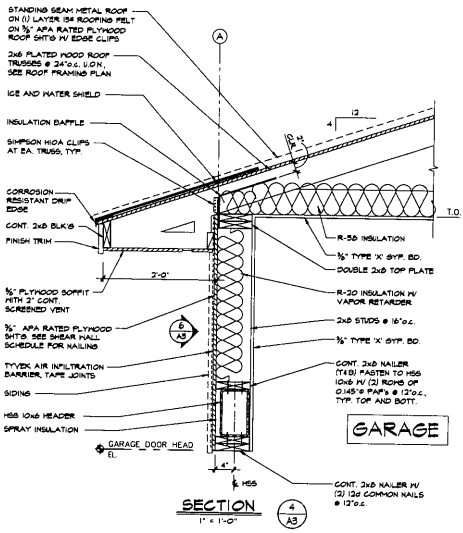
DE SIMPSON BPS/B-3 BEARING



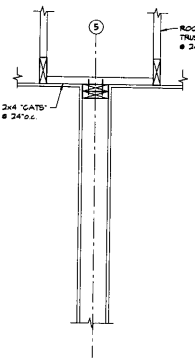
ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



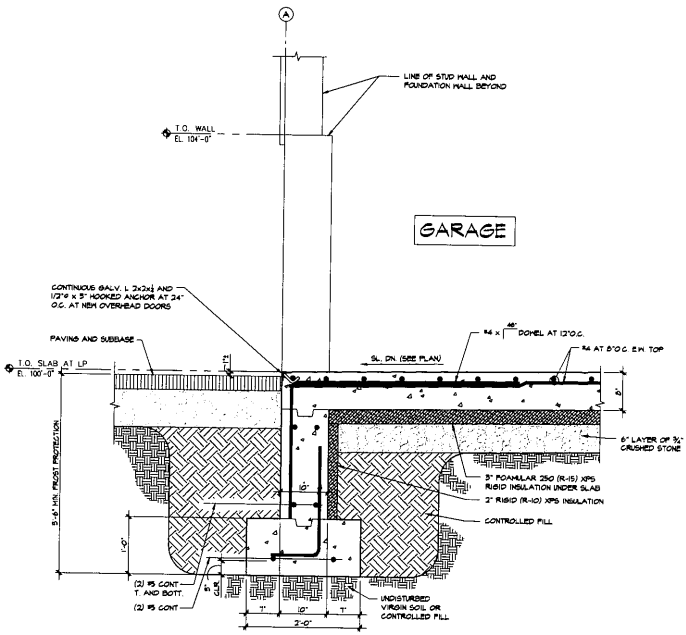




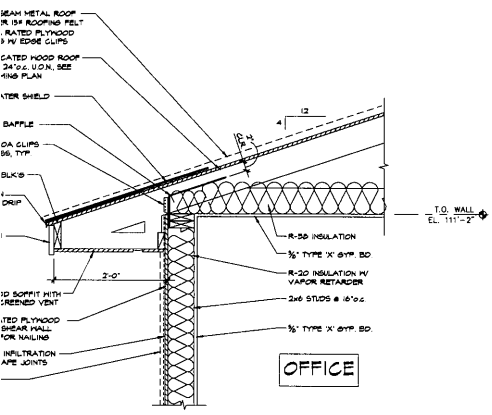
SECTION 4/A3
1" = 1'-0"



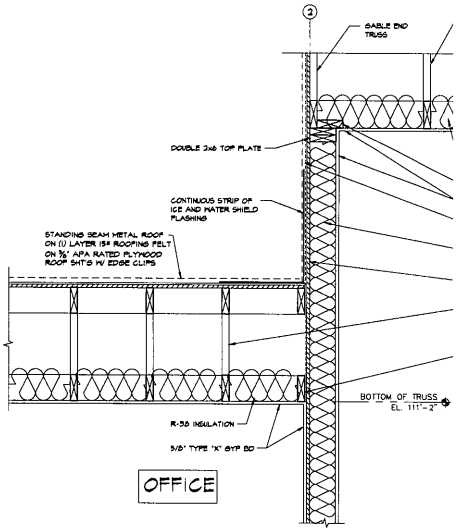
SECTION 5/A3
1" = 1'-0"



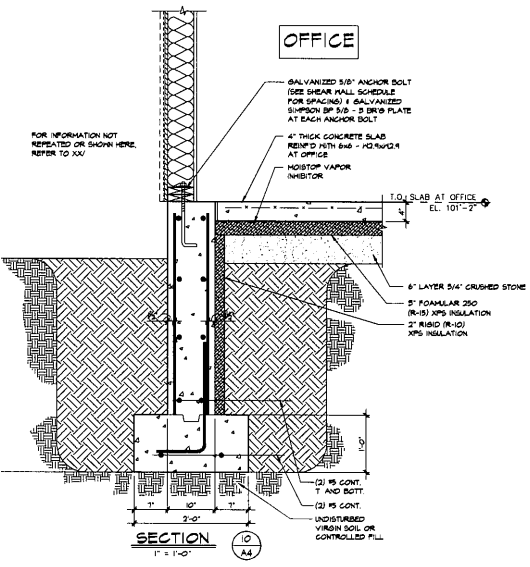
SECTION 3/A3
1" = 1'-0"



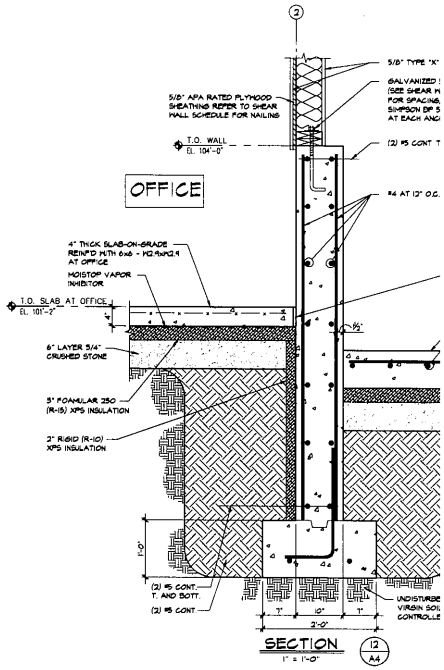
SECTION 11 A4
1" = 1'-0"



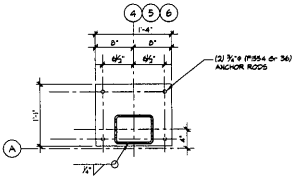
PLAN SECTION 13 A4
1" = 1'-0"



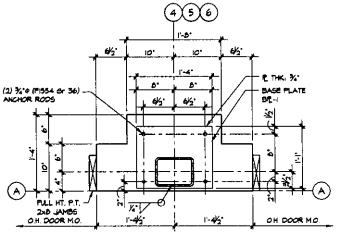
SECTION 10 A4
1" = 1'-0"



SECTION 12 A4
1" = 1'-0"

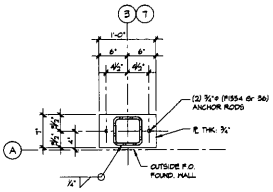


'BP-1'



PIER PLAN

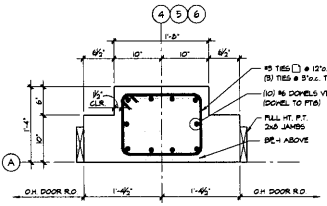
'P1'



'BP-2'

BASE PLATE DETAILS

1" = 1'-0"

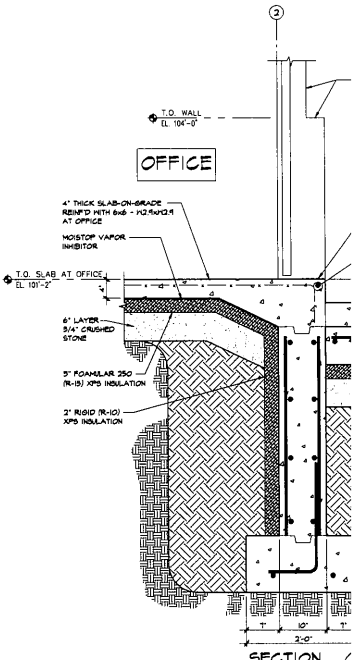


PIER PLAN SECTION

'P1'

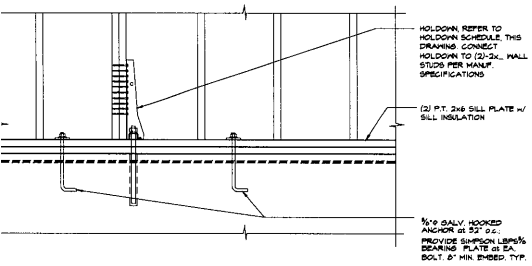
PIER DETA

1" = 1'-0"



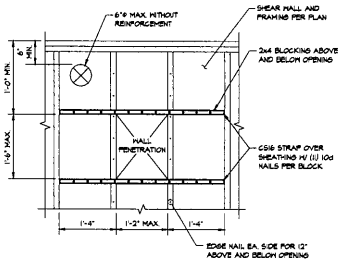
SECTION

1" = 1'-0"



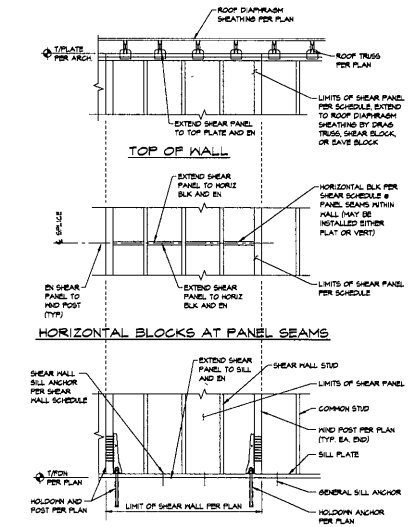
HOLD DOWN DETAIL - AT FOUNDATION

1" = 1'-0"



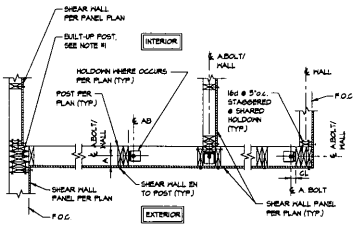
TYPICAL SHEAR WALL PENETRATION DETAIL

⅜" = 1'-0"



TYPICAL SHEAR WALL (S.W.) ELEVATION DETAIL

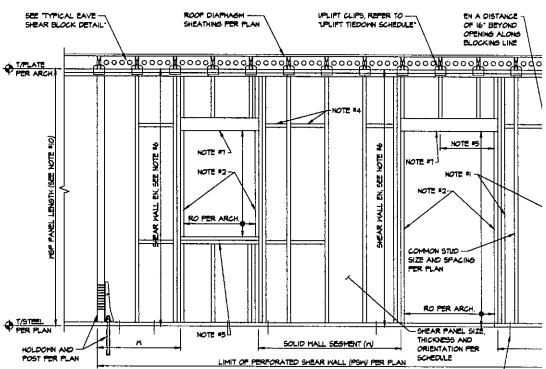
½" = 1'-0"



NOTES:
1. ALL BUILT-UP POSTS SHALL BE FASTENED PER THE SOLE PLATE NAILING OF THE SHEAR WALL SCHEDULE
2. DIMENSIONS "CL" SHALL BE AS DEFINED PER THE HOLDOWN ASSEMBLY MANUFACTURER.
3. DIMENSION "A" VARIES PER WALL WIDTH (2x4 = 1¾", 2x6 = 2¾").

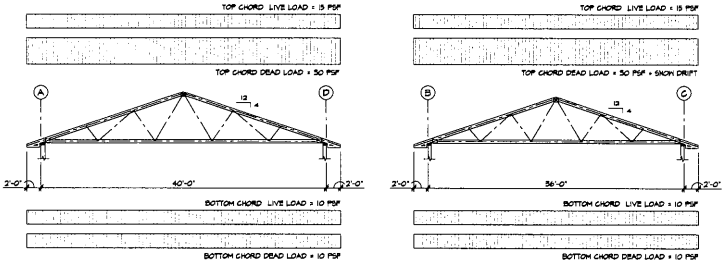
TYPICAL SHEAR WALL LAYOUT DETAIL

¾" = 1'-0"



TYPICAL PERFORATED SHEAR WALL (P.S.W.) CONSTRUCTI

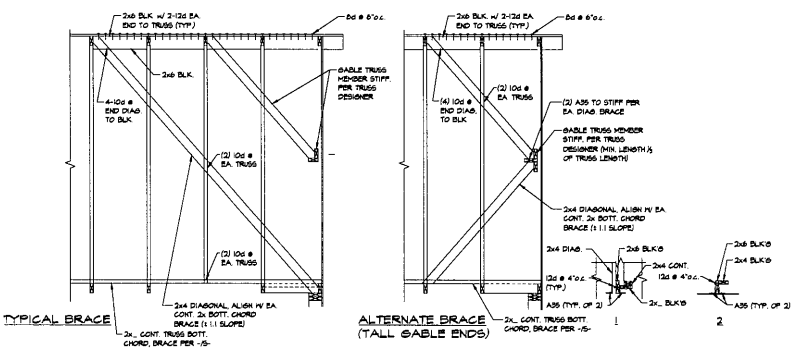
½" = 1'-0"



TRUSS RT-1 TRUSS RT-2

TRUSS ELEVATIONS

1/8" = 1'-0"

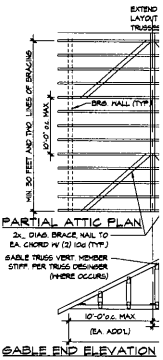


TYPICAL GABLE END BRACING DETAIL

1/4" = 1'-0"

NOTES:

1. TRUSS BRACING SHOWN MAY NOT REFLECT ALL REQUIRED BRACING (BOTH TEMPORARY AND PERMANENT) THAT IS REQUIRED TO COMPLETE THE TRUSS INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL BRACING IN ACCORDANCE WITH THESE DRAWINGS, THE TRUSS SHOP DRAWINGS AND THE BCSI MANUAL.
2. THE EXACT QUANTITY OF CONTINUOUS WEB BRACES SHALL BE DETERMINED FROM THE TRUSS SHOP DRAWINGS. A MINIMUM OF 2 CONTINUOUS WEB BRACES SHALL BE DETERMINED FROM THE TRUSS SHOP DRAWINGS. A MINIMUM OF 2 CONTINUOUS WEB BRACES SHALL BE PROVIDED BETWEEN TRUSSES ON THE 2 CENTERMOST COMPRESSION MEMBERS WHERE NO CONTINUOUS WEB BRACING IS NOTED ON THE TRUSS SHOP DRAWINGS.
3. TEMPORARY ERECTION BRACING IS NOT SHOWN HERE AND SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE BCSI MANUAL.

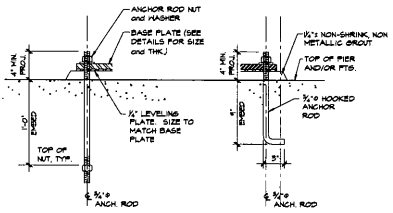


PARTIAL ATTIC PLAN

GABLE END ELEVATION

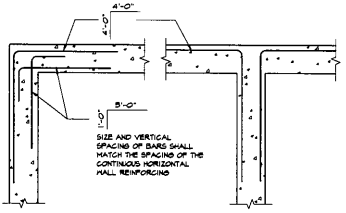
TYPICAL GABLE END

TYPICAL GAE



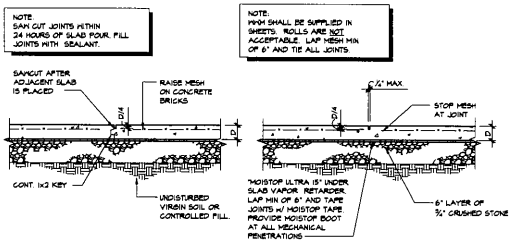
ANCHOR ROD w/ LEVELING PLATE DETAILS

NO SCALE



CORNER WALL REINFORCING DETAIL

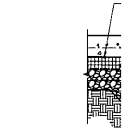
¾" = 1'-0"



CONSTRUCTION JOINT

CONTROL JOINT

AT OFFICE



CONSTRUCTION

SLAB-ON-GRADE DETAILS

¾" = 1'-0"

STRUCTURAL NOTES

CONTROLLED-FILL:

CF 1. The soil below the slab-on-grade sub-base shall be undisturbed virgin soil or controlled fill.

CF 2. The soil used as Controlled Fill shall be from Soil Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487 or Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups, free of rock or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

CF 3. The material used for controlled fill shall be
- a. Bank-run gravel complying with the following gradation
  1. 3 1/2" sieve 90% to 100% passing
  2. 1 1/2" sieve 55% to 95% passing
  3. 1/4" sieve 25% to 60% passing
  4. #10 sieve 15% to 45% passing
  5. #40 sieve 5% to 25% passing
  6. #100 sieve 0% to 10% passing
  7. #200 sieve 0% to 5% passing
- b. Crushed stone crushed durable stone screened to a uniform size. The maximum size of the stone shall be ¾".
- c. Processed stone crushed-run stone consisting of a blend of crushed stone and stone dust with not more than 5% passing the #200 sieve.
- d. Recycled aggregate crushed concrete, brick, or bituminous pavement, free of organic material, with not more than 5% passing the #200 sieve

CF 4. Samples of fill material shall be subjected to a sieve analysis and a Modified Proctor moisture-density relationship test, ASTM D1557, to determine its maximum density and optimum moisture content

CF 5. Controlled Fill soil material shall be placed in layers not to exceed 8 inches in thickness and compacted with a vibratory roller and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

CF 6. Controlled Fill placed under the foundations for structures, building slabs, steps, and pavements shall be compacted to a minimum of 95 percent of the maximum dry density obtained by the test.

CF 7. Controlled Fill soil material shall be uniformly moistened or aerate subgrade and each subsequent fill soil layer before compaction to within 2 percent of optimum moisture content. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to the specified dry unit weight.

CF 8. A trained technician employed by the testing laboratory shall test each fill layer.

CF 9. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

CF 10. Place controlled fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

FOUNDATION:

FD 1. Design assumption: soil bearing capacity is 2 tons per square foot.

FD 2. Footings shall bear on undisturbed virgin soil, free of frost, mud, or ice, or controlled fill.

FD 3. The Special Inspector shall inspect and approve the soil below all footings. Inspections shall be made prior to tamping the soil or setting footing forms. The Inspector shall verify that soil is suitable for the support of foundations and is consistent with the soil identified in the Soil Boring Logs.

FD 4. Footing sub-grade shall be compacted using a vibratory tamper or a jumping soil rammer after the soil has been inspected and approved.

FD 5. The Contractor shall be responsible for all dewatering, shoring, sheeting, or bracing required to maintain a safe, dry, and stable excavation.

FD 6. No footings shall be placed in water.

FD 7. Soil adjacent to and below footings shall be kept from freezing at all times.

FD 8. Bottom of footing elevations noted thus (xxxx) are approximate and shall be verified in the field.

FD 9. Do not backfill against foundation walls until first floor framing is in place.

FD 10. Provide a granular sub-base under all slabs on grade. Where slab is within a heated space, the sub-base shall be 6 inches of compacted bank run gravel with a maximum size of 2 inches. Where the slab is exposed to frost, the sub-base shall be 6 inches of ¾ inch crushed stone.

FD 11. Install Moisture vapor barrier under all slabs on grade.

FD 12. The Contractor shall verify the location of all underground utility lines, sewers, and fuel storage tanks to avoid any damage to these. Contractor shall contact "Call Before You Dig" prior to any excavation.

FD 13. Backfill for foundation walls and retaining walls shall be compacted granular soil with not more than 10% passing the #200 sieve. If on-site soil does not meet this specification, the Contractor shall bring in soil from off-site at his own expense.

FD 14. Where footings are below the groundwater elevation, place 6 inches of crushed stone under footings. Crushed stone shall be placed after the subsoil has been inspected, approved, and tamped.

CAST-IN-PLACE CONCRETE:

CIP 1 Concrete shall be normal weight with a minimum strength (f'_c) at 28 days, water-cement (w/c) ratio, and air-entrainment percentages of

Location:	Min. f'c (psi)	Maximum w/c	Air-Entrainment
Foundation Walls, and Footings	3,000 psi	0.50	5% (+/- 1%)
Interior Concrete Slab-On-Grade	3,500 psi	0.50	None
Exterior Concrete Slab-On-Grade (Below Frost)	4,500 psi	0.45	6% (+/- 1%)
Sidewalks, Driveways	5,000 psi	0.40	6% (+/- 1%)

CIP 2 Reinforcing steel. ASTM A615 grade 60. Unless otherwise noted on the drawings, reinforcing steel shall be lapped a minimum of 48 bar diameters or 2-ft, whichever is greater

CIP 3 Concrete work shall be in accordance with ACI 301 and ACI 318.

CIP 4 Concrete Materials shall be
Portland Cement: ASTM C150, [Type I] [Type III] [Type III]
Normal-Weight Aggregates: ASTM C33 coarse aggregate or better, graded. Provide aggregates from a single source.
Maximum Coarse-Aggregate Size shall be 3/4 inch.

CIP 5 Welded wire fabric: ASTM A185 and A82. Welded wire fabric shall be furnished in flat sheets, not rolls. Welded wire fabric shall be lapped 6 inches and tied at all edges.

CIP 6 Welded wire fabric shall be fabricated and installed in accordance with "*Manual of Standard Practice _ Welded Wire Fabric*", Wire Reinforcement Institute, Inc.

CIP 7 Maximum slump
- 4 inches for steps.
- 5 inches for all other concrete.
- 6 inches for concrete with verified slump of 3 inches plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project site.

CIP 8 Minimum cover on reinforcing steel

concrete cast against the earth	3"
concrete exposed to earth or weather	
#6 and larger	2"
#5 and smaller	1½"
interior slabs and walls	¾"

CIP 9 Unless otherwise noted or indicated on sections, the top of interior column footings shall be 8 inches below the top of the concrete slab.

CIP 10 Saw cut control joints in slabs on grade at 30'-0" on center maximum. Joints shall be cut within 24 hours of slab pour. Stop reinforcing mesh 6" on either side of joints. The location of joints shall be approved by the engineer.

CIP 11 Interior floor slab shall receive a steel trowel finish. Exterior slabs and sidewalks shall receive a coarse broom finish.

CIP 12 Do not pour concrete until forms and subgrade have been thoroughly cleaned and are free of frost, mud, ice, or water.

CIP 13 Form release oil shall not come in contact with reinforcing steel.

CIP 14 When concrete placement is started, carry on as a continuous operation until the placing of a section is complete. Cold joints are not permitted.

CIP 15 Consolidate concrete by mechanical vibration. Do not use vibrators to transport concrete in forms.

CIP 16 No concrete shall be placed in freezing weather or when freezing weather is forecast by the Weather Bureau to occur within 36 hours, unless special measures and precautions are taken to heat the water and aggregates and to protect concrete from freezing after being placed in accordance with ACI 306R.

CIP 17 No concrete shall be placed when the temperature is greater than 90 degrees F, unless special measures are taken to cool the water and aggregate and to protect the concrete from rapid drying in accordance with ACI 305R.

CIP 18 No concrete shall be placed during rain, sleet, or snow unless protection is provided.

CIP 19 The maximum elapsed time between introduction of water and placing shall be one hour.

CIP 20 Protect adjacent finish materials against splattering or dripping of concrete during placement.

CIP 21 Where concrete is placed on metal deck, care should be taken to avoid high pile-ups of concrete and to avoid impacts caused by dropping or dumping.

CIP 22 Grout and run all exposed surfaces of foundation walls within 48 hours of pour.

CIP 23 Admixtures containing more than 1% Calcium chloride shall not be used.

CIP 24 Apply curing compound to slabs immediately following final troweling. Contractor to verify with curing compound manufacturer that it will not interfere with bonding of floor covering.

CIP 25 The testing laboratory shall cast 4 test cylinders for each 50 yards or each day's pour. Slump tests shall be performed when cylinders are cast. Test 1 cylinder at 7 days and 3 cylinders at 28 days.

CIP 26 The Contractor shall submit Concrete mix designs for all the concrete strengths to be used for review. submit manufacturer's data with application and installation instructions for all admixtures, patching compounds, waterstops, joint systems, or any other proprietary materials or items. Reinforcement shop drawings shall be submitted for review, showing fabrication, bending and placement of steel reinforcing bars.

CIP 27 The Contractor shall submit for review a detailed description of the methods which will be used for curing concrete, for cold weather protection of concrete, and for hot weather concreting.

CIP 28 Special Inspections shall be made of reinforcing steel and concrete placement.

STRUCTURAL STEEL:

ST1. Material Specifications
Structural Steel Shapes
- o Wide flange shapes ASTM A992, Fy = 50 ksi
- o Channels and Misc Channels ASTM A992, Fy = 50 ksi
- o M- and S- shapes A572 Gr 50, Fy = 50 ksi
- o Angles A572 Gr 50, Fy = 50 ksi
- o Plates, up to 4" thick ASTM Fr 50, Fy = 50 ksi
- o Hollow Structural Shapes
  - Rectangular and Square ASTM A500 Gr. C, Fy = 50 ksi
  - Round ASTM A500 Gr C, Fy = 50 ksi.
- o Pipe ASTM A53, Gr. B, Fy = 35 ksi.

Fastening Products
- o High Strength Bolts
  - Conventional Bolts ASTM F3125 Gr. A325, Type 1 or 3
  - Twist-off Type Tension Control ASTM F3125 Gr. F1852, Type 1 or 3
  - Fixed-Spline Tension Controlled ASTM F3148 Gr. 144 Type 1 or 3
- o Heavy Hex Nuts ASTM A563
- o Carriage bolts ASTM A307A, Fy = 36 ksi
- o Washers for Structural Bolts and Anchor Rods ASTM F436
- o Washers for Carriage Bolts ASTM F844
- o Anchor Rods ASTM F1554, Gr 36, Fy = 36 ksi, see details for size.
- o Welding Electrodes ASTM A233, E70xx series, Low Hydrogen. E80xx series electrodes may be used for welding steel deck.

ST2. Shop primer: one coat of red oxide rust inhibitive primer, except for members which are to be encased in concrete, spray fireproofed, galvanized, or within 2 inches of field welds. The minimum dry film thickness of primer shall be 2.0 mil. Surface preparation shall be in accordance with the Structural Steel Painting Council specification SP 2 "Hand Tool Cleaning".

ST3. Structural steel designated to be "Hot-Dipped Galvanized" (abbreviated as HDG or GMV) and related bolts, nuts, and/or washers shall be galvanized in accordance with ASTM A123 - "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products."

ST4. All scratches, blemishes, and/or ungalvanized areas shall be repaired with a Zinc-Rich Primer in accordance with ASTM A780 - "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings". The repair primer shall be a minimum of 50% thicker than the adjacent areas but no more than 4 mils.

ST5. Steelwork shall be in accordance with ANSI/AISC 360-16 "Specification for Structural Steel for Buildings" and in accordance with AISC 303-16 "Code of Standard Practice for Steel Buildings and Bridges."

ST6. Welding shall be in accordance with AWS D1.1 "Structural Welding Code - Steel".

ST7. Bolting shall be in accordance with AISC's "Specification for Structural Joints Using High Strength Bolts" on August 1, 2014, and approved by the Research Council on Structural Connections.

ST8. Unless otherwise noted on the drawings, the minimum fillet weld size is 1/4 inch.

ST9. Unless otherwise noted or indicated on sections, the bottom of base plates elevation on INTERIOR steel columns shall be 6X" below the top of the concrete slab. Refer to the Concrete Notes for additional information.

ST10. Welders shall be certified in accordance with AWS standard qualification procedures. Steel fabricators shall submit certification that Welders have satisfactorily passed AWS qualification tests within the previous 12 months.

ST11. Steel frame shall be braced with temporary guy cables until all connections have been completed.

ST12. Connections shall be designed to resist the "Allowable Stress" reactions indicated. Where connection reactions are not indicated, connections shall be designed to resist a minimum of 12 kips. The connection design shall be based on the "Allowable Stress" design procedures.

ST13. The fabricator shall complete the design of simple shear connections not indicated on the design drawings. Such design shall conform to AISC's "*Allowable Stress Design of Simple Shear Connections*". Shop drawings shall indicate the connection design reactions and actual connection capacities. Shop drawings should also indicate the method used to calculate connection capacity, such as referencing the specific design table or computer program.

ST14. Where structural steel is in contact with the masonry of exterior walls or is exposed to the cavity of an exterior masonry wall, coat the steel with Kalmek 63 Fibrated Damp-proofing, non-asbestos grade, or wrap exposed steel with Grace Ice and Water Shield, or an approved equal.

ST15. All Complete Joint Penetration (CJP) welded moment connections shall be ultrasonically tested. Field-Bolted Moment Connections shall be inspected and tested in accordance with AISC High Strength Bolt specification.

ST16. Submit Erection Plans and complete shop drawings of all structural steel for review.

ST17. Submit certification that high-strength bolts, nuts, and washers comply with the requirements specified and provide manufacturer's mill test reports. Certification numbers must appear on the product containers and correspond to identification numbers on mill test reports. The manufacturer's symbol and grade marking must appear on all bolts and nuts.

WOOD TRUSSES:

- Lumber: Southern Yellow Pine or Spruce-Pine-Fir, #2 or better for top and bottom chords, #3 or better for web members.
- Wood trusses shall be engineered to support the following loads
  Roof Trusses

snow load	30 psf plus applicable snow drifting
top chord dead load	15 psf
bottom chord dead load	10 psf
bottom chord live load	10 psf

- Submit to the Engineer for review, truss shop drawings, a framing plan showing the location of each truss type, and design calculations sealed by a Professional Engineer licensed in the State of New York. The truss fabricator and his Professional Engineer shall assume sole responsibility for the structural adequacy of their trusses.
- Trusses shall be designed in accordance with Truss Plate Institute -"Design Specification for Metal Plate Connected Wood Trusses". latest edition.
- Trusses shall be erected in accordance with HET "Handling and Erecting Wood Trusses" Truss Plate Institute, latest edition.
- Trusses shall be braced in accordance with BWT "Bracing Wood Trusses. Commentary and Recommendations" Truss Plate Institute, latest edition.
- Cutting of truss members or alteration of trusses in the field shall not be permitted.
- The Special Inspector shall inspect the fabrication and installation of the wood trusses.

E911 TABLE

TAX ID	E911 ADDRESS	PARCEL AREA EXISTING	PARCEL AREA PROPOSED
58-1-34.1	122 FEDERAL HILL RD	20.124 ACS	20.124 ACS
58-1-34.2	122 FEDERAL HILL RD	106.909 ACS	106.909 ACS

DAVID L. BALL
DEPUT COORDINATOR
TOWN OF SOUTHEAST

DATE 3/6/25

LEGEND

SYMBOL	DESCRIPTION
	STONE WALL
	CHAIN LINK F
	CURB
	UTILITY POLE
	GUY WIRE
	OVERHEAD U
	LIGHTPOST
	MANHOLE
	CATCH BASIN
	UNDERGROUN
	FIREBOLT
	SIGNIC METER
	BUILDING
	ASPHALT SHI

N/F
BARNDOG II LLC
LIBER 2320, PAGE 324
266-270 JOE'S HILL ROAD
TAX ID: 58.-1-36

"FINAL SUBDIVISION PLAT OF JOES HILL ESTATES", SHEETS 1-4
FILED MAP NOS 2745, 2745A, 2745B & 2745C FILED
5/8/1998

N/F
REINMAKER FARM EAST LLC.
LIBER 2363, PAGE 184
122 FEDERAL HILL ROAD
TAX ID 58.-1-34.2

AREA =
106.909 ACRES ±

PROPOSED NEW PROPERTY LINE

PROPERTY LINE TO BE EXTINGUISHED

(A)
PORTION OF LOT 1
TO BE MERGED WITH LOT 1
AREA =
3.948 ACRES ±
172,000 SF ±

(B)
PORTION OF LOT 1
TO BE MERGED WITH LOT 1
AREA =
3.948 ACRES ±
172,000 SF ±

(1)
(F.M. 2363)
N/F
COPLAND HOUSE, INC.
LIBER 2363, PAGE 54
1160-1170 FEDERAL HILL ROAD
TAX ID 58.-1-34.1

AREA =
20.124 ACRES ±

(2)
(F.M. 2363)
N/F
REINMAKER FARM EAST LLC.
LIBER 2363, PAGE 184
122 FEDERAL HILL ROAD
TAX ID 58.-1-34.2

AREA =
106.909 ACRES ±

N/F
C.V. STARR & CO., INC.
LIBER 2363, PAGE 41-78
182 FEDERAL HILL RD
TAX ID 58.-1-33

SCHOOL
CHAPEL
FEDERAL HILL ROAD

MENT OF HEALTH	COUNTY OF PUTNAM FILING ACCEPTANCE	PLANNING BOARD	CONSENT TO FILE
COVERS ONLY THIS MAP DEPTS NOT FIRST ...TION 1110 OF THE PUBLIC HEALTH ...MORANDUM NOT APPLICABLE. THIS MAP ...OF THE PUTNAM COUNTY DEPARTMENT ...OT ALL OTHER PROVISIONS OF THE	TO REAL PROPERTY ...TAX DEPARTMENT PLEASE CERTIFY THAT THE FOLLOWING TAX MAP NUMBERS 58.-1-34.1 & 58.-1-34.2 IN THE TOWN OF SOUTHEAST HAS THE CORRECT TAX MAP NUMBERS FOR THE ATTACHED SUBDIVISION MAP.	PUTNAM COUNTY COMMISSIONER OF FINANCE THE COMMISSIONER OF FINANCE HEREBY CERTIFIES THAT ALL TOWN, COUNTY AND VILLAGE REAL PROPERTY TAXES HONORED TO THIS OFFICE FOR COLLECTION AS OF 03.07.25 HAVE BEEN PAID FOR THE PARCELS DESCRIBED AS: 58.-1-34.1 & 58.-1-34.2	APPROVED BY RESOLUTION OF THE PLANNING BOARD ON THE ...DAY OF SEPTEMBER NINETEEN HUNDRED AND ... THIS MAP MUST BE FILED IN THE PUTNAM COUNTY CLERK'S OFFICE WITHIN 62 DAYS OF APPROVAL
3/20/25	DIRECTOR OF REAL PROPERTY TAXES	SOLVED COMMISSIONER OF FINANCE	BY: CHAIRMAN BY: SECRETARY

LC
COPLAI
REINMAK
AS SHOWN ON THAT SUBDIVISION PLAT NO
TOWN OF SO
SCALE: 1" =
COPYRIGHT © 20

Good afternoon:

Attached please find our submission on behalf of Reinmaker Farm East LLC for consideration of the Physical Services Committee at its June 16, 2025 meeting. Please feel free to reach out to my office with any questions or concerns and please confirm receipt of this email and the attachments.

Thank you,
Jamie

--

Jamie Spillane, Esq.

Hogan, Rossi & Liguori

3 Starr Ridge Road, Suite 200

Brewster, New York 10509

Tel (845) 279-3006

Good Afternoon,

Attached please find a proposed Resolution for the SEQR Negative Declaration for the Terry Hill Road & Route 311 Intersection Improvement project along with supporting documentation. The project's Resolution declaring the Legislature's Intent to Serve as Lead Agency and EAF were circulated for more than 30 days, and no responses were received. I respectfully request that this matter 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."

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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 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 March 4, 2025, as part of Resolution #25-52, 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

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: NYS Route 311/Terry Hill Road Intersection Improvements

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 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 in order to improve safety and capacity of this intersection.

Location: The proposed project is located in the Town of Kent, 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

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 Kent'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.

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.

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

Supervisor's Office
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

Putnam County Department of Highways & Facilities
842 Fair Street
Carmel, NY 10512

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 1is 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:		

c. City, Town or Village Zoning Board of Appeals	☐Yes☑No		
d. Other local agencies	☐Yes☑No		
e. County agencies	☑Yes☐No	Putnam County Department of Public Works	
f. Regional agencies	☐Yes☑No		
g. State agencies	☑Yes☐No	New York State Department of Transportation	
h. Federal agencies	☐Yes☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑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? ☐Yes☑No

- **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? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑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?) ☐Yes☑No

If Yes, identify the plan(s):

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

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: _____

_____

(e.g. boat mooring, 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

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, ☐Yes ☑No

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:

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: _____

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 Covertype	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		

- 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: _____

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:
- ☐ Well Drained: ____ % of site
- ☑ Moderately Well Drained: 100 % 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 _____ 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: _____

- 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: _____

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

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) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	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	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year	D1e	☑	☐

b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

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	☐	☐
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	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
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	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge	D2d	☐	☐

	Question(s)	Impact may occur	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	☐	☐
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	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
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	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
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	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

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
The proposed action may result in development on lands subject to flooding.	E2i	☐	☐

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_2O) 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 hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	 D2g D2g D2g D2g D2g D2h	 ☐ ☐ ☐ ☐ ☐ ☐	 ☐ ☐ ☐ ☐ ☐ ☐
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	☐	☐
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	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

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	E2o	☑	☐

i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____		☑	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	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	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
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	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan	C2c	☐	☐

scenic or aesthetic resource.			
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
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	☐ ☐	☐ ☐
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	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

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.) ☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	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			

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	☐	☐

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.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ 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	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

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)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

more vehicles.			
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: Project will result in improved safety and capacity of an existing intersection.		☑	☐

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	☑	☐
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	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
e. Other Impacts: Project will require energy use of equipment during construction.		☑	☐

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 - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	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	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
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	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the	D2s, E1f,	☐	☐

contrast to, current surrounding land use pattern(s).	E1a, E1b		
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	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
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, Elb	☐	☐
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	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

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	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
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	☐	☐

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.

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)

HIGHWAY IMPROVEMENT PLANS

FOR

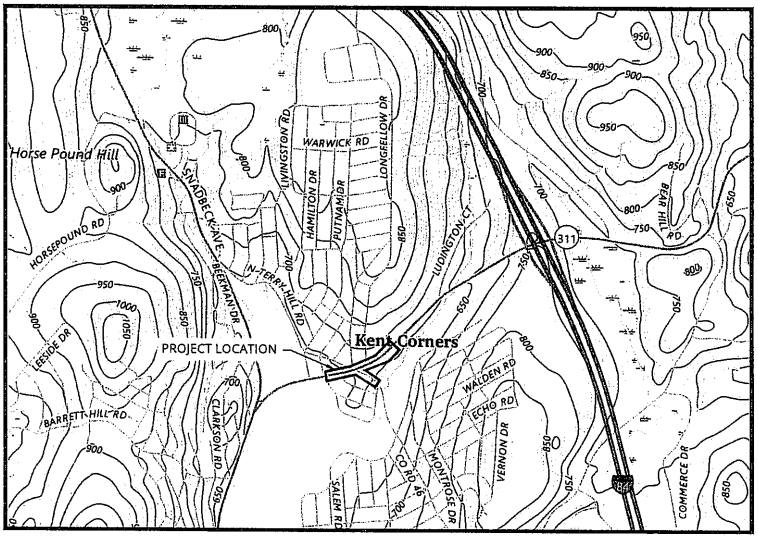
NYS ROUTE 311 IMPROVEMENTS

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

TOWN OF KENT

PUTNAM COUNTY COUNTY

NEW YORK STATE



KEY MAP

SCALE: 1" = 1000'

SOURCE: U.S. GEOLOGICAL SURVEY

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EXISTING UTILITIES

1. THE UTIUTY LOCATION QUALITY LEVEL LABELING CONVENTION SHOWN ON THE PLANS DOES NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS UNDER SECTIONS 660 THROUGH 680 OF THE STANDARD SPECIFICATIONS.

   THE QUALITY LEVEL DEFINITIONS ARE:

   QUALITY LEVEL A - THE HIGHEST DEGREE OF ACCURACY; THE UTILITY INFORMATION ON THE CONTRACT PLANS HAS BEEN FIELD LOCATED AND VERIFIED BY EXCAVATION, WHEN APPROPRIATE. (SHOWN AS QLA)

   QUALITY LEVEL B - SUBSURFACE GEOPHYSICAL LOCATING TECHNIQUES (THAT IS, UNDERGROUND CAMERAS, RADAR, SONAR, TONE OUTS, ETC.) AND EXISTING RECORD PLANS HAVE BEEN USED TO LOCATE UTILITIES. NO EXCAVATIONS WERE PERFORMED. (SHOWN AS QLB)

   QUALITY LEVEL C - RECORD INFORMATION PROVIDED BY UTILITY OWNERS WAS PLOTTED ON THE CONTRACT PLANS. DEPTHS WERE NOT FIELD VERIFIED. PHYSICAL SURFACE FEATURES LIKE MANHOLES, VALVE BOXES AND HYDRANTS HAVE BEEN FIELD LOCATED. (SHOWN AS QLC)

   QUALITY LEVEL D - EXISTING NYSDOT AND UTILITY COMPANY RECORDS WERE USED TO LOCATE SUBSURFACE UTILITIES. (SHOWN AS QLD)

   THE UTILITY QUALITY LEVELS FOR ALL PLAN SHEETS IN THIS CONTRACT ARE AS FOLLOWS:

UTILITIES	QUALITY LEVEL
ELECTRIC	QLD
GAS	QLD
TELEPHONE	QLD
CABLE TV	QLD
SEWER	QLD
DRAINAGE	QLD
NYSDOT LIGHTING	QLD
WATER	QLD

2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, UNDER PART 753 OF THE NEW YORK STATE INDUSTRIAL CODE, TO DETERMINE THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA. ANY DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR IS ALERTED TO THE FACT THAT THE PROVISIONS OF NEW YORK STATE INDUSTRIAL CODE, PROTECTION OF UNDERGROUND FACILITIES, APPLY TO THIS PROJECT. NO DIRECT PAYMENT FOR ANY WORK REQUIRED BY THE CODE WILL BE MADE. WHERE EXISTING UTILITIES ARE LOCATED WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PROVIDE AT LEAST 72 HOURS' NOTICE BEFORE PERFORMING ANY WORK AT OR NEAR UNDERGROUND FACILITIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR ASSERTING THE ACTUAL LOCATION OF ALL UTILITIES NOT MARKED OUT THROUGH THE ONE CALL CENTER.
4. ALL EXISTING UTILITIES WITHIN THE LIMITS OF THE WORK ZONE WILL BE SERVICED AND MAINTAINED BY THE UTILITY COMPANY OR ORGANIZATION HAVING CONTROL AND JURISDICTION THEREOF. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES TO ACCOMMODATE THESE MAINTENANCE REQUIREMENTS. NO SEPARATE PAYMENT IS MADE FOR THIS WORK. THE COST OF THIS EFFORT IS TO BE INCLUDED UNDER THE VARIOUS ITEMS OF THE CONTRACT.
5. THE ENGINEER SHALL BE NOTIFIED A MINIMUM OF 5 WORKING DAYS IN ADVANCE OF ALL COMMUNICATION AND COORDINATION MEETINGS RELATED TO THIS PROJECT BETWEEN THE CONTRACTOR AND ANY UTILITY COMPANY.
6. THE CONTRACTOR IS ADVISED THAT DURING THE COURSE OF THIS WORK IT MAY BECOME NECESSARY TO DETERMINE THE PRESENCE OF EXISTING UNDERGROUND UTILITY TYPE, SIZE, PROXIMITY AND/OR CONDITION BY MEANS OF EXCAVATION WHICH IS NON-DESTRUCTIVE AND IS LOCALIZED AND DOES NOT CAUSE ANY DIRECT OR INDIRECT DAMAGE TO THE EXISTING UTILITY IN ANY WAY. AT ALL SUCH LOCATIONS OR AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL EXCAVATE AND BACKFILL TEST PITS OR EXAMINATION PITS BY HAND AND/OR VACUUM EXCAVATION IN A MANNER THAT IS APPROVED BY THE ENGINEER AND PREVENTS DAMAGE TO THE WRAPPING, COATING OR OTHER PROTECTIVE COVERING OF THE UTILITY LINE. THE SIZE OF THE EXCAVATION SHALL BE SUFFICIENT TO DETERMINE THE PRESENCE OF EXISTING UNDERGROUND UTILITY TYPE, SIZE, PROXIMITY AND/OR CONDITION. THE PAYMENT SHALL BE INCLUDED AT A SET QUANTITY OF 2.5 CY PER TEST HOLE REGARDLESS OF THE SIZE OF THE TEST PIT HOLE.

SIGNING NOTES

1. IF EXISTING SIGNS ARE REMOVED BEFORE THE NEW ONES ARE INSTALLED, TEMPORARY SIGNS SHALL BE PROVIDED AT THESE LOCATIONS. THE REMOVAL OF EXISTING SIGNS THAT ARE BEING REPLACED SHALL BE REMOVED AS DIRECTED BY THE ENGINEER. FURNISHING, MOUNTING AND REMOVAL OF TEMPORARY SIGNS SHALL BE INCLUDED IN THE BASIC WORK ZONE TRAFFIC CONTROL ITEM
2. THE CONTRACTOR SHALL NOT REMOVE EXISTING GROUND-MOUNTED GUIDE SIGNS UNTIL PROPOSED GUIDE SIGNS ARE INSTALLED TO THE SATISFACTION OF THE ENGINEER.

GUIDE RAIL NOTES

1. THE CONTRACTOR SHALL PROVIDE A SCHEDULE TO THE ENGINEER, DETAILING WHEN GUIDE RAIL WILL BE REMOVED AND REPLACED. THE ENGINEER SHALL APPROVE THIS SCHEDULE BEFORE THE CONTRACTOR BEGINS WORK.

   WHERE EXISTING GUIDE RAIL OR MEDIAN BARRIER IS TO BE REMOVED OR REPLACED, NO WORK SHALL BEGIN UNTIL THE CONTRACTOR HAS SATISFIED THE ENGINEER THAT ALL MATERIALS, LABOR AND EQUIPMENT ARE AVAILABLE, AND THAT WORK IS SCHEDULED SO THAT IT WILL PROCEED EFFICIENTLY AND WITHOUT INTERRUPTION FROM START TO COMPLETION.

   REPLACEMENT OF GUIDE RAIL, MEDIAN RAIL AND/OR BRIDGE RAIL SHALL BE SCHEDULED AND PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS AND/OR RESTRICTIONS CONTAINED IN THE WORK ZONE TRAFFIC CONTROL NOTES.
2. THE LOCATION AND LENGTHS OF EXISTING GUIDE RAIL RUNS ARE BASED ON THE AVAILABLE SURVEY DATA AND ARE SUBJECT TO FIELD VERIFICATION BY THE CONTRACTOR. TO PROVIDE THE FLEXIBILITY NEEDED TO ADJUST RAIL RUNS TO MEET ACTUAL FIELD CONDITIONS, THE QUANTITIES FOR GUIDE RAIL, MEDIAN RAIL, BRIDGE RAIL, TRANSITION, AND ANCHOR ITEMS SHOULD BE INCREASED BY 5% IN THE CONTRACTOR'S BID PRICE OVER THE QUANTITIES SHOWN IN THE RAIL INSTALLATION TABLES.
3. ALL SHOP CURVE RADII REQUIRED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. GRADING MAY BE REQUIRED PRIOR TO THE INSTALLATION OF RAIL, AS ORDERED BY THE ENGINEER. GRADING OF ROADSIDE AREAS (NON-LAWNS) SHALL BE PAID UNDER ITEM 621.05, CLEAN GRADE AND SHAPE EXISTING ROADWAY SECTION. GRADING OF LAWN AREAS SHALL BE PAID UNDER ITEMS 621.51010010, TRIMMING AND RESHAPING ROADSIDE TURF AREAS. SEEDING WILL BE PAID UNDER THE APPROPRIATE ITEM FOR ESTABLISHING TURF.
5. IN AREAS WHERE A FIXED OBJECT (I.E. UTILITY POLE OR CULVERT) IS LOCATED IN THE CLEAR ZONE AND CANNOT FEASIBLY BE RELOCATED OR REMOVED, THE RAIL POST SPACING MUST BE REDUCED TO OBTAIN AN APPROPRIATE RAIL DEFLECTION. IN THE EVENT THIS SITUATION ARISES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY WORK BEING CONDUCTED. THE ENGINEER SHALL PROVIDE THE CONTRACTOR WITH THE REQUIRED POST SPACING. THE CONTRACTOR SHALL BE PAID AS PER TABLE 606-2 OF THE NYSDOT STANDARD SPECIFICATIONS FOR THE REDUCED POST SPACING.
6. NEW POSTS SHALL BE OFFSET FROM THE EXISTING POSTS BY A MINIMUM OF 1 FT.

   ALL OTHER HOLES SHALL BE BACKFILLED USING EITHER COMPACTED SAND BACKFILL MEETING THE REQUIREMENTS OF NYSDOT STANDARD SPECIFICATION §203-2.02 I OR SUITABLE MATERIAL APPROVED BY THE ENGINEER. PAYMENT OF BACKFILLING HOLES WILL BE MADE UNDER THE VARIOUS RAIL ITEMS.
7. IN CASES WHERE SOUND ROCK IS ENCOUNTERED LESS THAN 3-FT BELOW GRADE, THE CONTRACTOR SHALL DRILL A 6-INCH DIAMETER HOLE THE NECESSARY DEPTH TO ACHIEVE A TOTAL POST PENETRATION OF 3-FT BELOW GRADE. THE CONTRACTOR SHALL THEN CUT THE STEEL PLATE OFF THE POSTS, FILL THE HOLE WITH SAND BACKFILL MEETING THE REQUIREMENTS OF NYSDOT STANDARD SPECIFICATION §203-2.02 I, AND DRIVE THE POST TO THE REQUIRED DEPTH. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR THE RESPECTIVE GUIDE RAIL ITEMS.
8. WHERE PROPOSED EQUIPMENT IS TO BE INSTALLED BEHIND EXISTING GUIDE RAIL, BEFORE INSTALLING ANY PROPOSED EQUIPMENT, THE CONTRACTOR SHALL EVALUATE EXISTING GUIDE RAIL AND IS TO AGREE WITH THE ENGINEER TO INSTALL EQUIPMENT BEYOND THE DEFLECTION OF THE EXISTING GUIDE RAIL. DEFLECTION VALUES SHALL BE PER NYSDOT HDM CHAPTER 10 TABLE 10-3.
9. NEW EXTRA-LONG POST SHALL BE USED WHEREVER EXTRA-LONG POSTS ARE REMOVED, AND IN LOCATIONS DIRECTED BY THE ENGINEER. PAYMENT FOR GUIDE RAIL INSTALLED WITH EXTRA-LONG POSTS WILL BE MADE UNDER THE APPROPRIATE ITEMS.

   ITEM 606.1001, BOX BEAM GUIDE RAILING WITH EXTRA LONG POSTS
   ITEM 606.100102, BOX BEAM GUIDE RAILING WITH EXTRA LONG POSTS (SHOP BENT OR SHOP MITERED)
   ITEM 606.100103, BOX BEAM GUIDE RAILING WITH EXTRA LONG POSTS (SHOP MITERED)
   ITEM 606.1901, MODIFIED G2 WEAK-POST CORRUGATED BEAM GUIDE RAIL WITH EXTRA LONG POSTS
   ITEM 606.180101, MODIFIED G2 WEAK-POST CORRUGATED BEAM GUIDE RAIL WITH EXTRA LONG POSTS (SHOP CURVED)

   3% OF THE PAYMENT LENGTH OF EACH RAIL TYPE TO BE REMOVED, RESET, INSTALLED AS NEW SHALL BE ESTIMATED BY THE CONTRACTOR TO UTILIZE EXTRA-LONG POSTS AND INCLUDED IN THE CONTRACTOR'S BID PRICE.
10. THE CONTRACTOR SHALL REMOVE TREES, BRUSH AND VEGETATION BEHIND THE NEWLY INSTALLED GUIDE RAIL FOR A DISTANCE OF AT LEAST 1-FT MORE THAN THE STANDARD DEFLECTION DISTANCE SHOWN IN TABLE 619-5, GUIDE RAIL AND TEMPORARY CONCRETE BARRIER STANDARD DEFLECTION DISTANCES, IN NYS STANDARD SPECIFICATION §619, REMOVAL OF TREES, BRUSH AND VEGETATION SHALL BE PERFORMED BY CUTTING THE TREES, BRUSH AND/OR VEGETATION AS CLOSE TO THE GROUND AS PRACTICAL. THERE SHALL BE NO GRUBBING OF VEGETATION OR STUMPS CAUSING SOIL DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE CONTRACTOR DOCUMENTS OR DIRECTED BY THE ENGINEER. ALL WOOD, BRUSH AND OTHER DEBRIS RESULTING FROM THE WORK SHALL BE DISPOSED AS DESCRIBED IN THE NYSDOT STANDARD SPECIFICATION §201-3.03, DISPOSAL.

    THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID.
11. THE CONTRACTOR SHALL INSTALL SNOWPLOWING MARKERS AT EACH GUIDE RAIL RUN IN ACCORDANCE WITH THE APPROPRIATE STANDARD SHEET(S). SNOW PLOWING MARKERS SHALL BE GREEN.
12. WHERE THE EXISTING ASPHALT VEGETATION CONTROL STRIP OR GUTTER IS DAMAGED BY RAIL REMOVAL OPERATIONS, THE CONTRACTOR SHALL REMOVE THE DAMAGE ASPHALT AND REPAIR THE VEGETATION CONTROL STRIP USING ITEM 608.020102, HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIP OR GUTTER USING ITEM 624.020101, ASPHALT CONCRETE GUTTERS.

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DURING NON-WORK HOURS WHEN TRAFFIC IS BEING MAINTAINED ON THE FACILITY, ALL TEMPORARY ENDS (FREE ENDS) OF GUIDE RAIL AND MEDIAN BARRIER SHALL BE TEMPORARILY TERMINATED AND MARKED WITH A CHANNELIZING DRUM OR OBJECT MARKER EQUIPPED WITH A TYPE A FLASHING WARNING LIGHT. CORRUGATED BEAM GUIDE RAIL AND MEDIAN BARRIER, AND HEAVY-POST, BLOCKED-OUT, CORRUGATED BEAM GUIDE RAIL AND MEDIAN BARRIER SHALL BE TEMPORARILY TERMINATED BY HAVING THE EXPOSED ENDS (FREE ENDS) DROPPED TO THE GROUND AND PINNED. THE APPROACH ENDS OF BOX BEAM GUIDE RAIL AND MEDIAN BARRIER SHALL BE TEMPORARILY TERMINATED WITH BOX BEAM GUIDE RAIL END ASSEMBLIES UTILIZING TWO SPLICE PLATES AND THE PROPER NUMBER OF BOLTS PER CONNECTION. NO POSTS FOR ANCHORAGES WILL BE REQUIRED. SPECIAL TEMPORARY SPLICE PLATES ARE REQUIRED TO ADAPT BOX BEAM GUIDE RAIL END ASSEMBLIES TO BOX BEAM MEDIAN BARRIERS.

DURING ANY OVERNIGHT PERIOD WHEN EXISTING GUIDE RAIL OR MEDIAN BARRIER IS TEMPORARILY REMOVED, THE CONTRACTOR SHALL INSTALL CHANNELIZING DEVICES IN THE LOCATION WHERE THE GUIDE RAIL OR MEDIAN BARRIER WAS REMOVED IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATIONS §619-3.02J.6.

FOR EACH CALENDAR DAY WHICH THERE ARE SUBSTANTIAL DEFICIENCIES IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION, NO PAYMENT WILL BE MADE UNDER THE BASIC WORK ZONE TRAFFIC CONTROL ITEM.

12. PRELIMINARY WORK

PRIOR TO THE START OF ANY CONSTRUCTION PHASE, ALL PROPOSED WORK ZONE TRAFFIC CONTROL RELATED WORK FOR THAT PHASE, AS DETERMINED BY THE ENGINEER, SHALL BE COMPLETE. THIS INCLUDES WHERE APPLICABLE, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) PAVEMENT MODIFICATION AND ANY OTHER RELATED WORK

13. MISCELLANEOUS

IN THE EVENT THE CONTRACTOR SHUTS DOWN HIS OPERATION FOR THE WINTER MONTHS, THE ENTIRE HIGHWAY SYSTEM SHALL BE OPENED TO TRAFFIC. ALL EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION AT THE DIRECTION OF THE ENGINEER. ALL CONSTRUCTION SIGNS SHALL BE REMOVED OR COVERED.

ROADWAY AREAS TEMPORARILY CLOSED FOR TRENCH, CULVERT OR CONDUIT EXCAVATION SHALL BE REOPENED AT THE END OF THE WORK SHIFT. WHEN WORK IS NOT IN PROGRESS ALL OPENINGS IN THE ROADWAY SHALL BE COVERED WITH ANCHORED STEEL PLATES OR SHALL BE BACKFILLED IN ACCORDANCE WITH § 680-3.09 TO A DEPTH OF 3 INCHES BELOW THE ADJACENT UNEXCAVATED AREA OR TO A DEPTH AS DIRECTED BY THE ENGINEER. THE TEMPORARY RESTORATION SHALL BE COMPLETED WITH A LAYER OF PLANT BITUMINOUS MATERIAL UP TO THE LEVEL OF THE ADJACENT UNEXCAVATED AREA TO THE SATISFACTION OF THE ENGINEER. THE TEMPORARY RESTORATION SHALL BE MAINTAINED UNTIL ITS REMOVAL AT NO ADDITIONAL COST TO THE OWNER/PERMITTEE. ANY RE-EXCAVATION OF TEMPORARY RESTORATION AREAS SHALL BE INCLUDED IN THE PRICE BID FOR RESPECTIVE EXCAVATION ITEM WITH NO EXTRA PAYMENT.

IF STEEL PLATES ARE USE, THE CONTRACTOR SHALL SUBMIT THE PROPOSED METHOD OF ANCHORING THE STEEL PLATES TO THE ENGINEER FOR HIS APPROVAL PRIOR TO THE STARTING OF ANY ROADWAY EXCAVATION. THE STEEL PLATES SHALL BE RAMPED WITH A BITUMINOUS MATERIAL PRIOR TO OPENING THE LANE.

THE CONTRACTOR MUST NOTIFY PROPERTY OWNERS AT LEAST ONE DAY IN ADVANCE OF CLOSING DRIVEWAYS AND HAS THE RESPONSIBILITY TO MAINTAIN SAFE AND PROPER ACCESS TO BUILDINGS IN THE VICINITY OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND FROM FIRE HOUSES AT ALL TIMES.

THE CONTRACTOR SHALL PROVIDE FLAGGERS WHERE SIGHT DISTANCES ARE IMPAIRED BY HIS OPERATION OR AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL NOT WORK ON BOTH SIDES OF THE ROADWAY AT THE SAME TIMES.

THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS TO MINIMIZE THE INTERRUPTION OF PEDESTRIAN TRAFFIC. ANY CLOSURE OF PEDESTRIAN ROUTES SHALL BE ACCOMPANIED BY A PEDESTRIAN DETOUR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE ENGINEER.

IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATION §107-05.F THE CONTRACTOR SHALL IDENTIFY, GUARD AND PROTECT RESTRICTED AREAS SUCH AS OPEN AND UNATTENDED EXCAVATIONS, AREAS SUBJECT TO FALLING DEBRIS AND OTHER POTENTIALLY HAZARDOUS LOCATIONS IN AND ADJACENT TO AREAS LAWFULLY FREQUENTED BY ANY PERSON IN ACCORDANCE WITH THE REQUIREMENTS OF 29 CFR 1926 SUBPART C. PAYMENT FOR INSTALLATION AND REMOVAL OF THIS ITEM SHALL BE INCLUDED THE BASIC WORK ZONE TRAFFIC CONTROL ITEM.

14. FLAGGER

FLAGGING, INCLUDING FLAGGER TRAINING, FLAGGER EQUIPMENT, AND OPERATIONAL CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH STANDARD SPECIFICATION §619-3.02L. ALL COSTS ASSOCIATED WITH FLAGGING SHALL BE INCLUDED IN THE BASIC WORK ZONE TRAFFIC CONTROL ITEM

15. LANE CLOSURES

THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION AND SHALL PROVIDE FLAGGERS AS NECESSARY AS DIRECTED BY THE ENGINEER. THE MINIMUM WIDTH OF A TRAVELED LANE SHALL BE 10 FEET UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS.

AT THE SITE OF PAVING OR OTHER WORK OPERATION REQUIRING TEMPORARY CLOSURE OF PORTIONS OF THE TRAVELED WAY, THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC AND SHALL PROVIDE FLAGGERS TO CONTROL TRAFFIC MOVEMENT.

THE CONTRACTOR SHALL SCHEDULE HIS WORK SO THAT ALL TRAVEL LANES IN EACH DIRECTION ARE OPEN WHEN THE CONTRACTOR'S OPERATIONS ARE CLOSED DOWN OR SUBSTANTIALLY CLOSED DOWN, AND DURING WEEKDAY HOURS OF 6:30 AM TO 9:00 AM AND 3:30 PM TO 6:00 PM. THE CONTRACTOR SHALL CONTACT THE TRANSPORTATION MANAGEMENT CENTER AT 914-742-4100 ONE WEEK PRIOR TO ANY POSSIBLE LANE CLOSURE.

THE CONTRACTOR SHALL ALSO BE AWARE OF THE STATE'S LANE CLOSURE RESTRICTIONS FOR MAJOR HOLIDAYS. CONSTRUCTION ACTIVITIES THAT WILL RESULT IN TEMPORARY LANE CLOSURES SHALL BE SUSPENDED TO MINIMIZE TRAVEL DELAYS ASSOCIATED WITH ROAD WORK FOR MAJOR HOLIDAYS AS FOLLOWS:

HOLIDAY	FALLS ON	TEMPORARY LANE CLOSURES ARE NOT ALLOWED FROM
NEW YEAR'S DAY INDEPENDENCE DAY MEMORIAL DAY LABOR DAY	SUNDAY OR MONDAY	6:00 AM FRIDAY BEFORE TO 10:00 AM TUESDAY AFTER
	TUESDAY	6:00 AM SATURDAY BEFORE TO 10:00 AM WEDNESDAY AFTER
	WEDNESDAY	6:00 AM TUESDAY BEFORE TO 10:00 AM THURSDAY AFTER
	THURSDAY	6:00 AM WEDNESDAY TO 10:00 AM MONDAY AFTER
	FRIDAY OR SATURDAY	6:00 AM THURSDAY BEFORE TO 10:00 AM MONDAY AFTER
CHRISTMAS DAY	SUNDAY OR MONDAY	6:00 AM FRIDAY BEFORE TO 10:00 AM TUESDAY AFTER
	TUESDAY	6:00 AM FRIDAY BEFORE TO 10:00 AM WEDNESDAY AFTER
	WEDNESDAY	6:00 AM SATURDAY BEFORE TO 10:00 AM THURSDAY AFTER
	THURSDAY	6:00 AM WEDNESDAY TO 10:00 AM MONDAY AFTER
	FRIDAY OR SATURDAY	6:00 AM THURSDAY BEFORE TO 10:00 AM MONDAY AFTER
THANKSGIVING DAY	THURSDAY	6:00 AM WEDNESDAY BEFORE TO 10:00 AM MONDAY AFTER

ED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
ND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.

16. PUBLIC INGRESS AND EGRESS

AS SPECIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROVIDE PROPERTY OWNERS WITH PROPER ACCESS TO AND MINIMUM WIDTHS FOR THEIR DRIVEWAYS AND SHALL MAINTAIN THEM THROUGH ALL PHASES OF WORK. DRIVEWAYS SHALL BE DELINEATED IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATIONS §619-3.02J OR AS DIRECTED BY THE ENGINEER.

WHERE DIRECT ACCESS TO DRIVEWAYS IS NOT POSSIBLE DUE TO NECESSARY CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL PLAN ALTERNATE MEANS OF ACCESS AND SUBMIT SUCH A PLAN TO THE ENGINEER FOR APPROVAL BEFORE OPERATIONS COMMENCE. COST FOR THIS WORK SHALL BE INCLUDED IN THE BASIC WORK ZONE TRAFFIC CONTROL ITEM. ACCESS SHALL BE PROVIDED TO ALL DRIVEWAYS BEHIND TEMPORARY CONCRETE BARRIER WHEN USED AS DIRECTED BY THE ENGINEER. SIGNS DENOTING COMMERCIAL ESTABLISHMENTS SHALL BE PROVIDED AND PLACED NEXT TO THESE DRIVEWAYS. SIGNS SHALL BE AS APPROVED BY THE ENGINEER.

THE COST FOR ALL DELINEATION AND CHANNEUZING DEVICES (CONES, DRUMS, ETC.) SHALL BE IN THE BASIC WORK ZONE TRAFFIC CONTROL ITEM.

17. CONSTRUCTION INGRESS AND EGRESS

THE CONTRACTOR SHALL KEEP TO A MINIMUM MOVEMENT IN AND OUT OF DESIGNATED TRAVEL LANES WITH CONSTRUCTION VEHICLES AND EQUIPMENT. SEE ALSO NYSDOT STANDARD SPECIFICATION §619-3.02F.

18. DELINEATORS

SINGLE UNIT LARGE DELINEATORS AT 40-FOOT SPACING SHALL BE INSTALLED WITHIN THE LIMITS OF THE WORK ZONE WHERE EXISTING TRAVEL LANE WIDTHS ARE REDUCED AND TRAFFIC IS ADJACENT TO TEMPORARY POSITIVE BARRIER, GUIDE RAILING, OR BOTH. WHITE DELINEATORS SHALL BE DISPLAYED ON THE RIGHT SIDE OF THE TRAVELED WAY AND YELLOW SHALL BE DISPLAYED ON THE LEFT. TEMPORARY POSITIVE BARRIER SECTIONS SEPARATING TWO-WAY TRAFFIC SHALL HAVE YELLOW DELINEATORS INSTALLED BACK-TO-BACK. DELINEATORS, POSTS, AND BRACKETS SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE NYSDOT STANDARD SPECIFICATIONS AND CURRENT 646 STANDARD SHEETS. PAYMENT WILL BE MADE UNDER ITEM 646.22, ITEM 646.31, AND ITEM 646.58. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL POSTS INSTALLED FOR THE WORK ZONE AT NO ADDITIONAL COST TO THE OWNER/PERMITTEE. REMOVED POSTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE WORK SITE IN A NEAT MANNER.

19. CHANGES TO WORK ZONE TRAFFIC CONTROL PLAN

THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE WORK ZONE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE BASIC CONCEPT OR SCOPE OF THE WORK ZONE TRAFFIC CONTROL PLAN. SUCH CHANGES TO THE BASIC CONCEPT OR SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL A MINIMUM OF THIRTY (30) CALENDAR DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.

20. REQUIREMENTS FOR PORTABLE VARIABLE MESSAGE SIGNS

WHERE TRAFFIC WILL BE RIDING ON MILLED OR GROOVED PAVEMENT AND THE POSTED SPEED LIMIT IS 40 MPH OR GREATER, THE CONTRACTOR SHALL PLACE A PORTABLE VARIABLE MESSAGE SIGN IN ADVANCE OF THE MILLED OR GROOVED PAVEMENT WARNING MOTORCYCLE RIDERS TO USE CAUTION. PAYMENT SHALL BE MADE UNDER ITEM 619.110512.

21. ENFORCEABLE REDUCED REGULATORY SPEED LIMIT AND ADVISORY SPEED SIGNS

ALL REDUCTIONS IN REGULATORY SPEED LIMITS AND ADVISORY SPEEDS ASSOCIATED WITH WORK ZONES MUST BE APPROVED, IN WRITING AND IN ADVANCE, BY THE REGIONAL TRAFFIC ENGINEER OR HIS/HER DESIGNEE

THE CONTRACTOR MAY REQUEST APPROVAL OF REDUCED REGULATORY SPEED LIMITS AND ADVISORY SPEEDS FOR SHORT-TERM STATIONARY WORK ZONE WHERE SUCH PROVISIONS ARE NOT OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. REQUEST MUST BE SUBMITTED THROUGH THE ENGINEER TO THE REGIONAL TRAFFIC ENGINEER A MINIMUM OF FOURTEEN (14) CALENDAR DAYS IN ADVANCE OF THE SCHEDULED IMPLEMENTATION OF ANY WORK ZONE CONTAINING THE REQUESTED REDUCED REGULATORY SPEED LIMITS AND/OR ADVISORY SPEEDS.

GENERALLY, TO QUALIFY FOR A REDUCTION IN REGULATORY SPEED LIMIT AT A SHORT-TERM STATIONARY WORK ZONE, THE WORK ZONE MUST CONTAIN AN ACTIVITY AREA THAT IS GREATER THAN ½ MILE ON A HIGHWAY WITH A RECONSTRUCTION POST SPEED LIMIT OF 55 MPH OR GREATER AND BE OF A DURATION EXCEEDING FOUR (4) HOURS WHERE WORKERS ARE ON FOOT IN THE ACTIVITY AREA AND ARE NOT PREDOMINANTLY SEPARATED FROM TRAFFIC BY A POSITIVE BARRIER. IF APPROVED, THE REDUCED REGULATORY SPEED SHALL BE NO MORE THAN 10 MPH BELOW THE PRECONSTRUCTION POSTED SPEED LIMIT. IN LONG WORK ZONES WITH SEVERAL INTERMITTENT ACTIVITY AREAS, THE PRECONSTRUCTION POSTED SPEED LIMIT SHALL BE RESTORED BETWEEN ACTIVITY AREAS THAT ARE SEPARATED BY TWO (2) OR MORE MILES.

TO QUALIFY FOR AN ADVISORY SPEED AT A SHORT-TERM STATIONARY WORK ZONE, HAZARDOUS WORK ZONE CONDITIONS MUST EXIST THAT WARRANT A LOCALIZED REDUCTION IN SPEED. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO, NARROW LANES, BUMPS, GROOVED PAVEMENT, LOW OR NO SHOULDERS, ROADWAY DROP-OFFS, POOR ROADWAY SURFACE, POOR SIGHT DISTANCE, GEOMETRIC CONSTRAINTS AND EXPOSED WORKERS ADJACENT TO ACTIVE TRAFFIC.

IF A REDUCTION IN REGULATORY SPEED LIMIT AND/OR ADVISORY SPEED IS APPROVED, THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN REGULATORY SPEED LIMIT AND/OR ADVISORY SPEED SIGNS IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATION §619-3.02.H.4 & 5 AND THE MUTCD, AND AS DIRECTED BY THE ENGINEER. THESE SIGNS SHALL BE USED IN CONJUNCTION WITH THE LANE CLOSURE OR OTHER WORK ZONE TRAFFIC CONTROL SIGNS AND SHALL BE COVERED OR REMOVED WHEN WORK ZONE TRAFFIC CONTROL PATTERN IS REMOVED EACH DAY. ANY EXISTING REGULATORY SPEED LIMIT SIGNS WITHIN THE WORK ZONE SHALL BE COVERED DURING THE TIME THE WORK ZONE TRAFFIC CONTROL IS IN PLACE AND UNCOVERED WHEN THE WORK ZONE TRAFFIC CONTROL PATTERN IS REMOVED.

REDUCTIONS IN REGULATORY SPEED LIMITS AND ADVISORY SPEEDS SHALL NOT BE PERMITTED FOR MOBILE OR SHORT DURATION WORK ZONES.

THE COST OF UTILIZING APPROVED REGULATORY OR ADVISORY SPEED ZONE SIGNS, AND COVERING EXISTING SIGNS, SHALL BE INCLUDED IN THE PRICE BID FOR BASIC WORK ZONE TRAFFIC CONTROL.

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WHERE PAVEMENT EDGE
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	NO	
MORE THAN 4 FT. FROM TRA		
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6 - 24 IN	YES	
	NO	
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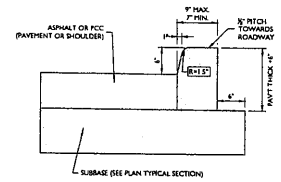
	NO	
6 - 24 IN	YES	
	NO	
SHOULDER WIDTH > 4 FT		
2 - 6 IN	YES	
	NO	
6 - 24 IN	YES	
	NO	



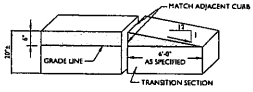
(VERTICAL FACED CURB WITHOUT CURB ANCHOR)
ITEM 609.0401
CONVENTIONALLY FORMED - CLASS "D" CONCRETE
MACHINE FORMED - CLASS "J" CONCRETE

PER NYSDOT STANDARD SHEET 609-01

X

TYPE VF6 CURB

NOT TO SCALE NYDT-CURB-1000 1/1/22



PER NYSDOT STANDARD SHEET 609-01

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CURB TRANSITION

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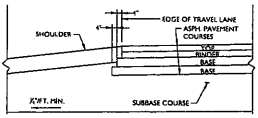

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EDGE OF PAVEMENT DETAIL (AT SHOULDER)

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SEE
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PAVEMENT COURSE	
TOP COURSE (ITEM 401.0771)	
BINDER COURSE (ITEM 401.1170)	
BASE COURSE (ITEM 401.2775)	
SUBBASE COURSE (ITEM 304.1100000)	
TRUE A LEVEL COURSE (ITEM 404.0170)	

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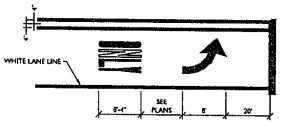
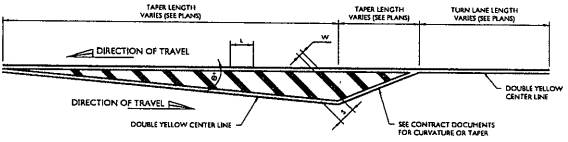


PER NYSDOT STANDARD SHEET 685-01 (SHEET 6 OF 9)

X

TYPICAL LEFT TURN LANE STRIPING

NOT TO SCALE NYDT-MRKG-1100 05/03/13



CROSS HATCH LINE DIMENSIONS			
W	θ°	S	L
2'-0"	45°	6'-0"	11'-4"

FOR ADDITIONAL STRIPING DETAILS SEE
NYSDOT STANDARD SHEET 685-01 DATED 08/21/18

PER NYSDOT STANDARD SHEET 685-01 (SHEET 1 OF 9)

X

HATCHED ISLAND DETAIL

NOT TO SCALE NYDT-MRKG-1101 08/21/18

PER NYSDOT
STANDARD SHEET 685-0
(SHEET 8 OF 9)

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PER NYSDOT
STANDARD SHEET 685-0
(SHEET 8 OF 9)

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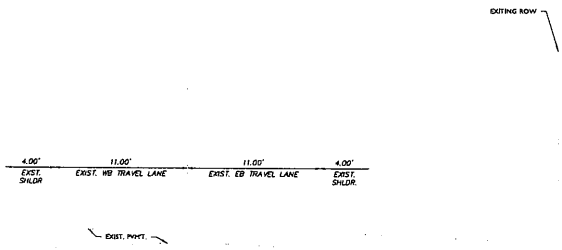
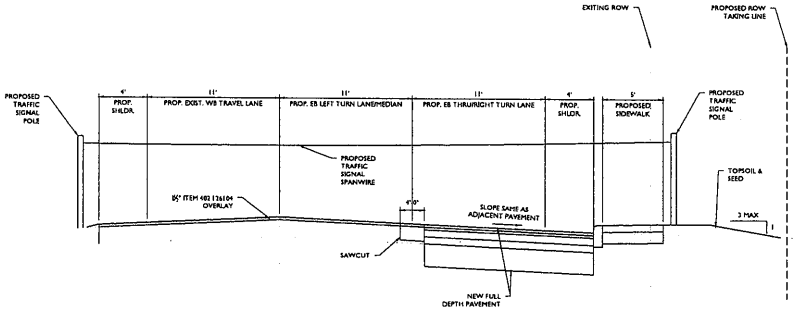
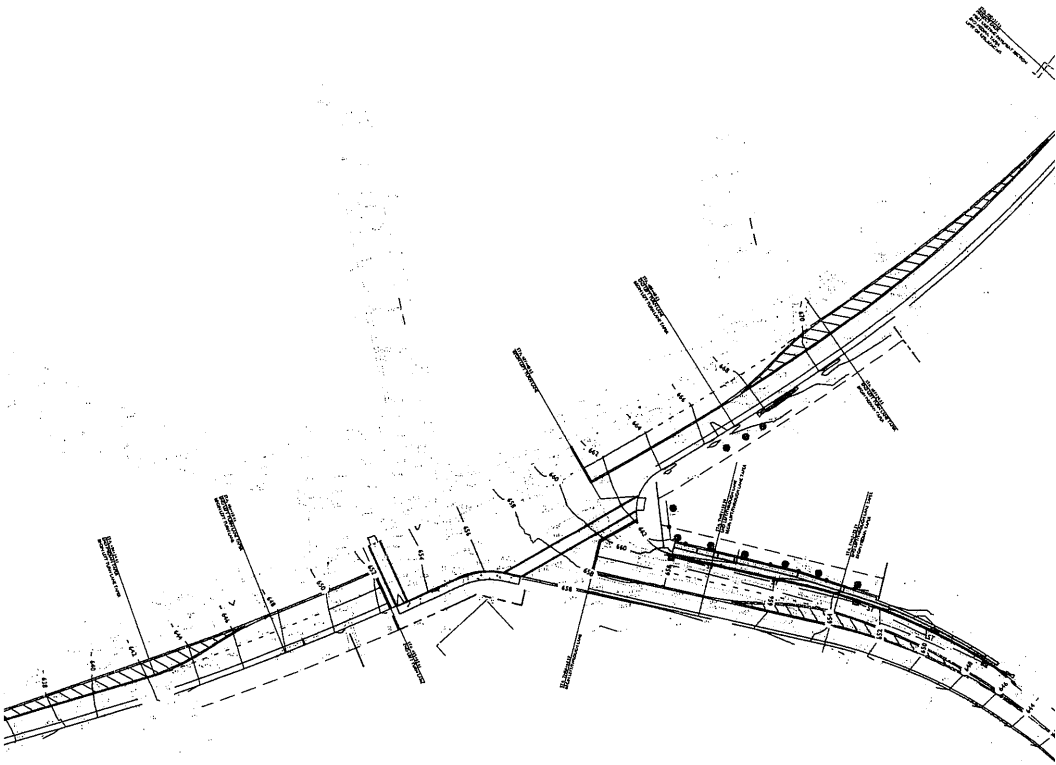
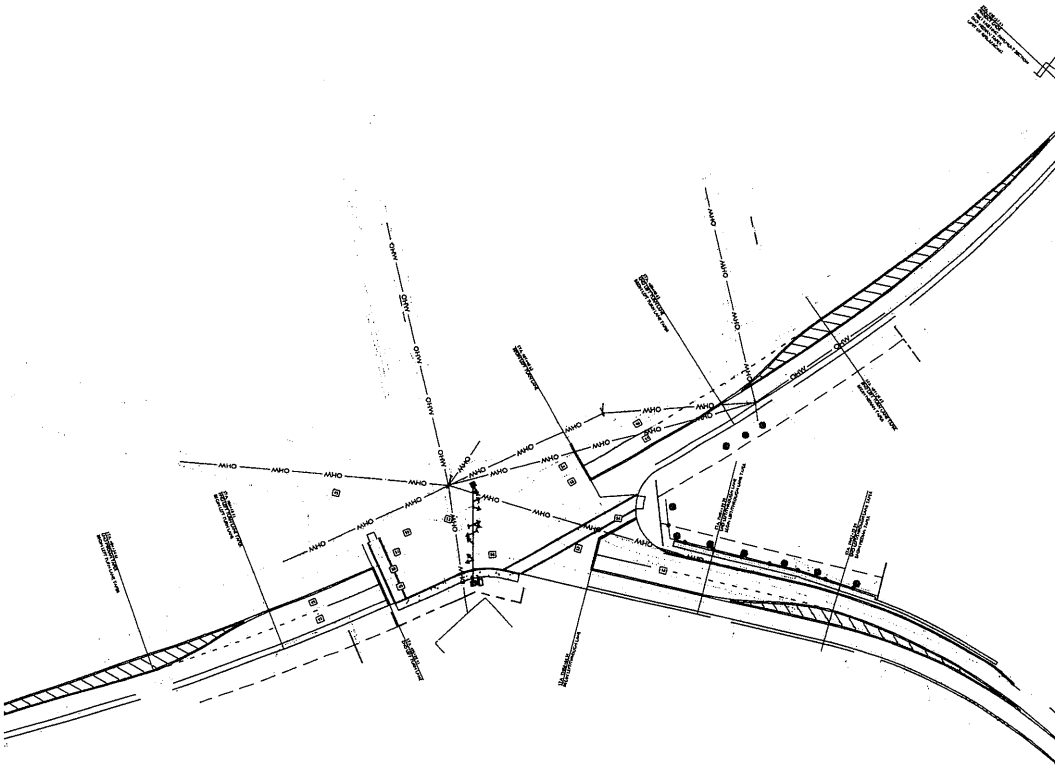


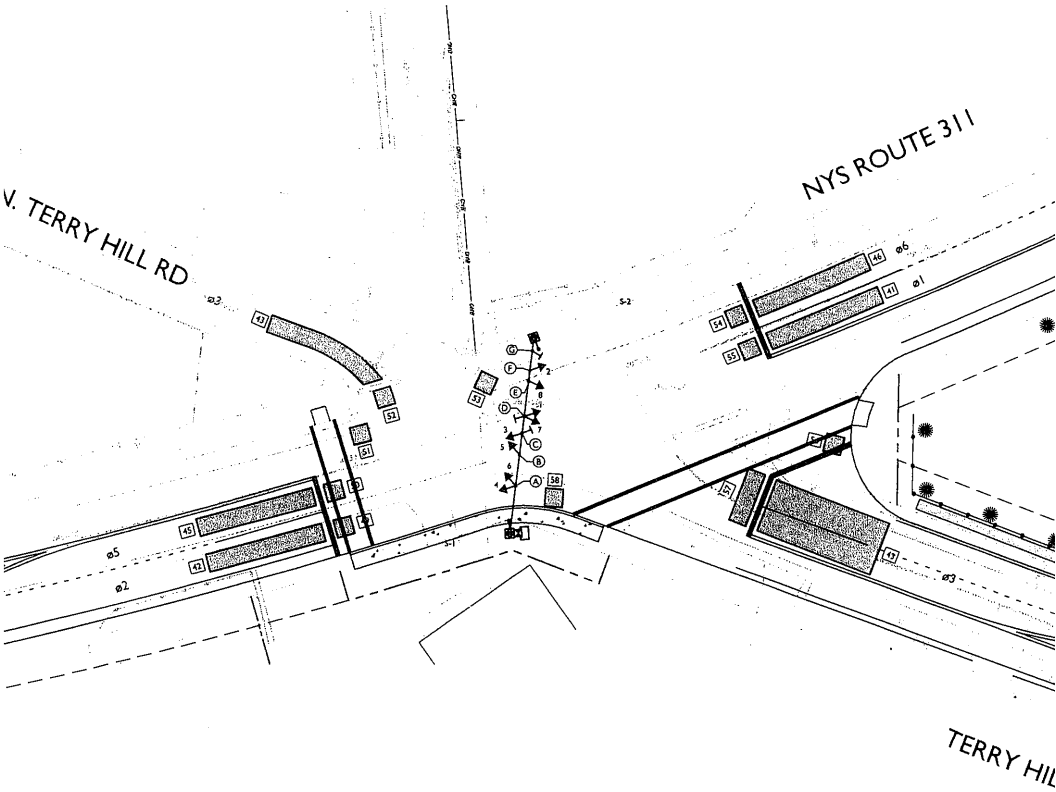
ROUTE 311
EXISTING TYPICAL SECTION



ROUTE 311
PROPSOED TYPICAL SECTION







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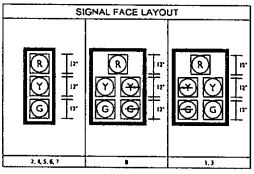

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SED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.

6. SEQUENCE OF EVENTS FOR SIGNAL CONSTRUCTION CONTRACTS (CONTRACTOR SHALL CONTACT REGION 8 SIGNALS UNIT AT 845-437-3320):

A. THE EIC OR INSPECTOR SHALL BE COPIED ON ALL COMMUNICATION TO AND FROM THE SIGNAL CONTRACTOR

B. PRECONSTRUCTION/UTILITY MEETING: NOTIFY TRAFFIC & SAFETY AS TO THE TIME AND PLACE IT SHOULD BE CONFIRMED THAT THE CONTRACTOR HAS THE LATEST SET OF FLAWL THE EIC/INSPECTOR SHOULD DIRECT THE CONTRACTOR TO FORWARD SIGNAL POLEMAST ARM SHOP DRAWINGS/CALCULATIONS TO THE TRAFFIC & SAFETY OFFICE FOR REVIEW. THIS IS TIME SENSITIVE SINCE THE MANUFACTURER MAY NEED TO REDESIGN THE POLES.

C. REQUEST FOR POWER: REQUEST A SUBMITTAL THROUGH THE POWER REQUEST COORDINATOR THREE MONTHS BEFORE THE START OF ANY TRAFFIC SIGNAL RELATED WORK.

D. FIRST DAY OF CONSTRUCTION: THE EIC/INSPECTOR SHALL NOTIFY THE REGIONAL TRAFFIC SIGNAL ENGINEER AND ALL SIGNAL CREW SUPERVISORS WITH THE CONTRACTOR'S EMERGENCY CONTACT INFORMATION. AN EMAIL REQUEST FOR A CABINET SHOULD BE MADE BY THE EIC/INSPECTOR TO THE REGIONAL TRAFFIC SIGNAL ENGINEER WHICH INCLUDES THE PINK, DR. SIGNALIX, LOCATION, NUMBER OF CABINETS/DISCONNECTS NEEDED, AND IF THE CABINET IS NEEDED EARLY FOR PAINTING.

E. SIGNAL POLE STAKE OUT: THE STAKE OUT OF THE POLE LOCATIONS SHALL BE APPROVED BY THE TRAFFIC SIGNAL UNIT BEFORE THE FOUNDATIONS ARE INSTALLED. THIS IS TO IDENTIFY ANY POSSIBLE UTILITY CLEARANCE PROBLEMS BEFORE THE POLE LOCATION IS FINALIZED. ADDITIONAL CLEARANCE CHECKS MAY BE REQUIRED BEFORE POLES/SPAN WIRES/MAST ARMS ARE INSTALLED. THE SIGNAL UTILITY COORDINATOR WILL SCHEDULE ADDITIONAL CHECKS WITH THE CONTRACTOR WHILE ON SITE

F. CABINET RELEASE: WIRING SHEETS WILL BE E-MAILED TO EIC/INSPECTOR AT THE TIME OF CABINET RELEASE. THE CABINET WILL NOT BE RELEASED UNTIL ALL UTILITY CONFLICTS HAVE A RESOLUTION IN PLACE

G. SIGNALS UNDER CONSTRUCTION: THE CONTRACTOR IS EXPECTED TO MAINTAIN AND OPERATE TRAFFIC SIGNALS WHILE UNDER CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING TIMING ADJUSTMENTS AND SHIFTING HEADS DURING CONSTRUCTION TO ACCOUNT FOR UNFINISHED DETECTION, LANE CLOSURES, AND OTHER ACTIVITIES THAT AFFECT THE OPERATION OF THE SIGNAL. TEMPORARY TURN ONS ARE ONLY ALLOWED WHEN IT IS NECESSARY TO REMOVE THE EXISTING SIGNAL TO FINISH CONSTRUCTION OF THE NEW SIGNAL. THE NEW SIGNAL CAN BE TURNED ON IF THERE ARE STOP BARS, IT PASSES THE GROUND TEST, ALL LEDS ARE WORKING, AND THE HEADS ALIGN IN THE LANES. NYSDOT WILL PROVIDE THE FINAL TIMING PLAN BEFORE A TEMPORARY TURN ON

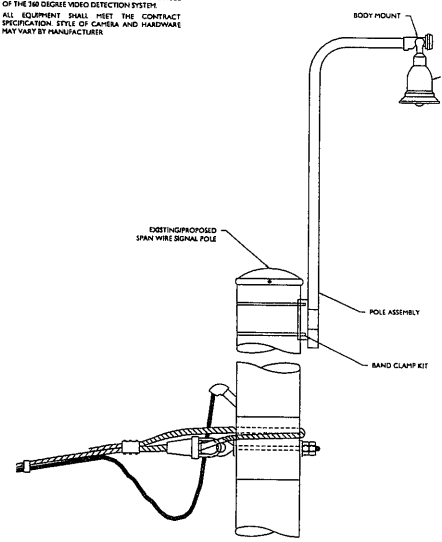
H. TURN-ON: THE EIC/INSPECTOR SHOULD NOTIFY THE REGIONAL TRAFFIC SIGNAL ENGINEER WHEN THE SIGNAL IS READY FOR INSPECTION. A PRE INSPECTION WILL BE DONE TO VERIFY THAT ALL WORK IS COMPLETE. WITHIN 2 WEEKS FROM THE REQUEST, A FULL TURN ON DATE WILL BE SCHEDULED.

I. THE CONTRACTOR SHALL INSTALL PORTABLE VARIABLE MESSAGE SIGNS (PVMS) ON ALL INTERSECTION APPROACHES FOR A MINIMUM OF ONE-WEEK PRIOR TO THE SCHEDULED TURN ON DATE. PVMS SHALL BE PAID FOR UNDER ITEM 619.11051 - PVMS STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQUIRED. CONTRACTOR SHALL CONTACT REGION 8 TRAFFIC SIGNALS UNIT TO CONFIRM PVMS MESSAGING PRIOR TO INSTALLATION.

J. 10-DAY FUNCTIONAL TEST: A PUNCH LIST OF ANY ITEMS TO BE CORRECTED WILL BE GIVEN TO THE CONTRACTOR AT THE TURN ON. ONCE ALL OF THE ITEMS ARE COMPLETE THE 10-DAY FUNCTIONAL TEST WILL BEGIN. THE SIGNAL WILL BE ACCEPTED ONCE THE FUNCTIONAL TEST IS COMPLETE.

NOTES:

1. ALL MOUNTING HARDWARE SHALL BE PROVIDED BY THE MANUFACTURER AND BE INCLUDED IN THE PRICE OF THE 360 DEGREE VIDEO DETECTION SYSTEM.
2. ALL EQUIPMENT SHALL MEET THE CONTRACT SPECIFICATION. STYLE OF CAMERA AND HARDWARE MAY VARY BY MANUFACTURER



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NOT TO SCALE

VIDEO DETECTION CAMERA DETAIL MOUNTED ON A SPAN WIRE POLE

NYDOT-SGNL-1000

Good Afternoon Diane,

Attached please find a proposed Resolution along with an update to the County's Public Transportation Agency Safety Plan 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."

existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance, and safety promotion; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee. As such, the County will continue to utilize MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, in September 2024, FTA published General Directive 24-1 which requires transit agencies as part of their Safety Plan to conduct a safety risk assessment related to assaults on transit workers using the Safety Management System (SMS) processes, identify safety risk mitigations or strategies necessary as a result of the safety risk assessment; and provide information to FTA on how they are assessing, mitigating, and monitoring the safety risk associated with assaults on transit workers; and

WHEREAS, the County, as a transit operator, is required to certify annually that it has

is attached hereto as "Exhibit A," and be it further

RESOLVED, that this resolution shall take effect immediately.

Putnam County, NY
Public Transportation Agency Safety Plan
(PTASP)

Putnam County aims to address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Furthermore, under Part 673, Putnam County is required to maintain documentation supporting its PTASP, including records of implementation and outcomes from relevant processes and activities. Putnam County already maintains existing documents that describe the processes, procedures, and other information required by Part 673. Where applicable, these documents are referenced throughout Putnam County's PTASP.

Table of Contents

- Attachment D: MV Transportation Safety Management System (SMS) Plan Cover
- Attachment E: SMS Hazard/Risk Report Form
- Attachment F:
  - Hazard Severity Table
  - Hazard Probability Table
  - Risk Assessment Frequency / Severity Matrix
  - Hazard Resolution Table
- Attachment G: 2025 MV Safety Calendar
- Attachment H: 2024/2025 MV Safety Committee Membership
- Attachment I: Sample Safety Committee Agenda/Notes
- Attachment J: FTA Safety Risk Assessment Matrix

List of Acronyms Used in the PTASP

Acronym	Word or Phrase
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NTD	National Transit Database
NYMTC	New York Metropolitan Transportation Council
NYSDOT	New York State Department of Transportation
PART	Putnam Area Rapid Transit
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System Plan

Name of Chief Safety Officer or SMS Executive	Barbara Barosa, *Commissioner of Planning, Development & Public Transportation*			
Mode(s) of Service Covered by This Plan	- Fixed Route - Paratransit		**List All FTA Funding Types (e.g., 5307, 5337, 5339)**	- 5307/5340 - 5311 - 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	- Fixed Route Bus Service - Complimentary Paratransit			
Urbanized Area (UZA) Served	The PART system serves two Urbanized Areas: - New York – Newark, NY-NJ-CT - Danbury, CT-NY			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

Approval by the Board of Directors or an Equivalent Authority	**Name of Individual/Entity That Approved This Plan**	**Date of Approval**
	Putnam County Legislature	July **, 2025 (TBD)
	Relevant Documentation (Title and Location)	
	Resolution # of 2025 (*see* **Attachment A**) Resolution # 126 of 2024 Resolution # 125 of 2022	
Certification of Compliance	**Name of Individual That Certified This Plan**	**Date of Certification**
	Barbara Barosa	June 9, 2025
	Relevant Documentation (Title and Location)	
	Commissioner of Planning, Development, and Public Transportation 841 Fair Street, Carmel, NY 10512	
Safety Committee Approval	**Relevant Approval Documentation**	**Date of Approval**
	See **Attachment B**	June 5, 2025

Version Number and Updates

Version Number	Section/Pages Affected	Reason for Change	Effective Date
1	Pgs. 1-13	Initial Plan	April 2021
2	Pgs. 2-5,9-16	General Revisions & Establishment of a Safety Committee	June 2022
3	Pgs. 1 - 19	General Revisions & Administration Change	May 2024
4	Pgs. 1-20	General Revisions, Restructuring, New Requirements	June 2025

PART	428,021	0	0	0	0	0	0	0
Paratransit	113,645	0	0	0	0	0	0	0

Mode of Transit Service	Total VRMs in 2024 (S-10)	Transit Worker Fatality Rate	Injuries Total (S&S-40)	Injury Rate	Transit Worker Injury Rate	Assaults on Transit Workers Total (S&S-50)	Assaults on Transit Workers Rate (S&S-50)
PART	428,021	0	0	0	0	0	0
Paratransit	113,645	0	0	0	0	0	0

Mode of Transit Service	Total VRMs in 2024 (S-10)	Total Major Mechanical Failures 2024 (R-20)	System Reliability Rate (Miles Between Major Mechanical Failures)	Total Non-Major "Other" Mechanical Failures 2024 (R-20)	System Reliability Rate (Mean Distance Between "Other" Mechanical Failures)
PART	428,021	1	428,021	16	26,751
Paratransit	113,645	1	113,645	6	18,941

Safety Performance Target Coordination

Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Putnam County continues to coordinate with New York State DOT (NYSDOT) to support their PTASP by analyzing historical trends to establish safety performance targets. Presently, the SMS Executive shares Putnam County's adopted PTASP (and associated Safety Performance Targets) with NYMTC, NYSDOT, and the FTA for reflection of the previous calendar year's NTD data.

Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	New York State Department of Transportation (NYSDOT)	June 9, 2025
Targets	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**

limited to visibility impairments and assault mitigation infrastructure/technology. In order to ensure a safe work environment is established and maintained, ideas and recommendations will be documented through SMS activities and communications.

In association with MV Transportation's SMS Plan, Putnam County ensures the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles through the following methods:

Reviews:
- Lytx DriveCam scored or coachable events – driver specific or aggregated trends of at-risk behaviors
- Monthly performance or quarterly reviews of both leading and lagging indicators

Observations:
- Road observations ("follow-behinds") and ride checks
- Mystery rider program (if applicable at the site location)
- Customer/passenger comments
- Third-party notifications

Audits and Inspections:
- Monthly facility inspections
- Daily vehicle inspection reports (DVIR)
- Daily walk-throughs
- Pull-out procedures
- New driver assessments (Safety Policy S-37)
- Refresher training (Safety Policy S-12)
- Annual safety director audits
- Maintenance audits

Investigations:
- Accident and incident investigations
- Injury root cause investigations

*For more information regarding the reduction and mitigation of assaults on transit workers, visit section 10.

help to provide additional resources and to support the affected communities and the County resulting in the investment of long-term community well-being. Without mitigation, safety, financial security, and self-reliance are jeopardized.

Pursuant to the amended 49 U.S.C. § 5329(d), the Department of Planning, Development, and Public Transportation has elected to utilize the MV Transportation Division 239 (Putnam County) Safety Committee to represent the County. This site-specific Safety Committee is appropriately scaled to size, scope, and complexity of the transit agency and consists of three management (Safety Manager, General Manager, Road Supervisor) and three frontline employees (Driver, Monitor, Mechanic) (*see* **Attachment H** for the organizational structure).

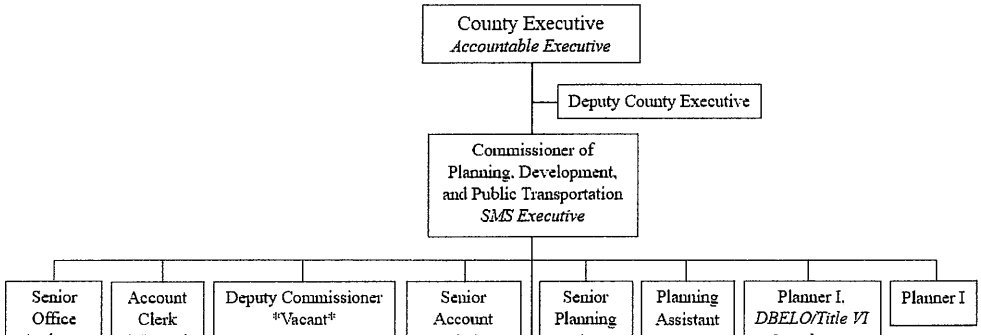
Each transit employee is directed and empowered to administer the System Safety Program Plan (SSPP) (*see* **Attachment C**) as well as the Safety Management System Plan (SMS) (*see* **Attachment D**) and its specific activities for the prevention, control, and resolution of unsafe conditions and actions. The SMS and SSPP are both appropriately scaled to the size, scope, and complexity of the PART system. The primary goals of the SSPP and SMS are to proactively identify, eliminate, minimize and/or control safety hazards and their associated risks, promote a positive safety culture, provide a superior level of safety in their transit operations, and maintain regulatory compliance. To meet that commitment, MV Transportation annually revises and adopts their system-wide SSPP, and on an as needed basis, revises and adopts their SMS Plan (full Plans available upon request).

MV's safety objectives are to:

- Ensure that effective safety management systems and processes are integrated into all of its transit activities.
- Designate an individual responsible for the safety function who reports directly to the Chief Executive Officer of the company and authorize that individual to develop and implement programs to promote safety.
- Ensure all employees and contractors are aware that safety is its primary responsibility, and they are held accountable for delivering the highest level of safety in their daily work activities.
- Clearly define the safety accountabilities and responsibilities to all employees and contractors.
- Provide all employees and contractors with appropriate safety information and skills training.
- Develop and embrace a positive safety culture in all activities.
- Ensure a culture of open reporting of all safety hazards, ensuring that no action will be taken against any employee who discloses a safety concern through the proper chain of command.
- Promote and maintain a positive safety culture with positive recognition and reinforcement of safe behaviors.
- Ensure all equipment, systems and services meet safety performance standards through periodic audits and inspections.
- Establish performance metrics and measures of safety performance against safety performance indicators and safety performance targets.
- Continually develop and improve safety processes through actively monitoring, measuring, and reviewing performance against objectives and targets.
- Conduct safety and management reviews to improve safety performance and ensure that relevant and corrective actions are taken.

	§673.11(a)(7)(iv). • Receiving and considering all other safety risk mitigations recommended by the Safety Committee.
SMS Executive	Serving as the SMS Executive, the Commissioner of Planning, Development & Public Transportation is designated by the Accountable Executive and has the authority and responsibility for day-to-day implementation and operation of the SMS along with key staff. The SMS Executive is an adequately trained individual and reports directly to the Accountable Executive and communicates critical safety-related information to the Accountable Executive on an as-needed basis. The SMS Executive is responsible for: • Developing and managing PTASP and SMS policies and procedures and keeping all policies and procedures up to date. • Ensuring ongoing implementation and operation of the Safety Management System (SMS).
Safety Committee	The primary responsibility of the MV Transportation Safety Committee is to review and approve the PTASP and any updates before approval by the Board of Directors (County Legislature). Updates are to include: • Setting annual safety performance targets for the safety risk reduction program. • Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the agency's safety risk assessment. • Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. • Identifying safety deficiencies for purposes of continuous improvement.
Key Staff	MV Transportation Division 239's General Operations and Management staff are the leadership representatives that support the Accountable and SMS Executives and are responsible for the day-to-day implementation and operation of the SMS along with the SMS Executive. Key staff are also tasked with following all company safety policies including but not limited to those required of the FTA, FMCSA, USDOT, NYSDOT, and ADA safety regulations.

Putnam County Transit Organizational Chart



- **Mandatory**: Employees must report hazards that are compliance based and address regulatory issues. Employees are required to immediately report every incident and accident to the General Operations Manager who then reports to the SMS Executive if necessary. An employee's failure to report or provide false information of an unsafe hazard or act may result in disciplinary action.
- **Voluntary**: Employees are strongly encouraged to report non-major hazards and/or practices anonymously if they so choose. Every employee is empowered to report any unsafe hazard/risk to their supervisor or senior management without fear of retribution or penalty.

Reporting:

Reports can be made using the SMS Hazard/Risk Report Form (*see* **Attachment E**), which shall be completed immediately so proactive measures can be taken as soon as possible. Information collected through the ESRP will feed into the hazard identification and analysis process.

Examples of input by employees into the Employee Safety Reporting Program (ESRP) may include:

- Safety hazards in the operating environment (for example, county road conditions)
- Policies and procedures that aren't working as intended (for example, insufficient time to complete pre-trip inspections)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges contributed to an incident)

Operations Manager, who determines preventability.

- **Safety Hazard Identification**: It is the employees' responsibility to identify and report conditions that have the potential to cause accidents, injuries, or other losses. Reports and concerns from passengers, operators, mechanics, and other individuals should also be considered by field or management personnel and noted by employees. When a pre and/or post trip hazard has been identified by a driver, it will be tracked in a Daily Vehicle Inspection Report (DVIR) log which can be found on each bus. Drivers are required to fill out these reports at the beginning and end of each route. Vehicles not meeting mechanical and safety standards according to the DVIR will be removed from service until the defect(s) is corrected. All DVIRs are maintained in a file in the transit office. Analysis may include a description of the hazard, photos, and/or suggestions for resolution. Unless a hazard can be eliminated, its safety risk must then be managed. MV Transportation analyzes this in terms of how likely it is to happen (probability or frequency) and how bad it could be (severity). Near-miss reporting is collected through Lytx DriveCam Systems, Seon Surveillance Systems, and through the ESRP. Additionally, the Hazard Probability Table (*see* **Attachment F**) is used to assess the probability level that an incident/accident is likely to occur.
- **Safety Risk Assessment**: After assessing the severity and probability of a hazard, a determination will be made regarding acceptance of the risk or taking corrective action. The Risk Assessment Frequency/ Severity Matrix (*see* **Attachment F**) is a useful tool in determining the severity of an event or situation based on how frequently it occurs.
- **Safety Risk Mitigation**: This step is used to develop possible mitigation strategies that address identified safety risks. Mitigation will involve identifying facts, establishing root causes, and suggesting methods for preventing reoccurrence. The **Putnam County Transit Safety Management Team** includes the Safety Manager, the Maintenance Manager, the MV General Operations Manager, and the Putnam County SMS Executive (Commissioner of Planning) who will conduct periodic reviews to ensure that the risk level is being mitigated and a reduction in hazard frequency is taking place. These reviews can include, but are not limited to, reviews of near-miss incidents, daily/monthly facility and equipment inspection reports, daily vehicle inspection reports (DVIR), safety data sheets, personal protective equipment, the use of other technologies, etc. Technology use includes the use of GPS, Lytx DriveCam Systems, and Seon Surveillance Systems to monitor driver and passenger safety as needed.

Exposure to Infectious Diseases

Throughout the Coronavirus pandemic, Putnam County Transit took its mitigation efforts seriously and put the safety of its employees and passengers at the forefront. Biological safety hazards were/are to be reported in the same manner as vehicular mishaps. Putnam County Transit continues to consider data, information, and guidelines to prevent or control exposure to all infectious diseases provided by the Centers for Disease Control (CDC) and/or State health agency (NYSDOH).

Past agency efforts to reduce the spread of the Coronavirus included:

- Daily fumigations and sanitizations of all buses and trolleys.
- Disinfection of frequently touched surfaces.

- Lytx DriveCam is used to identify behavior-based risky driving that is likely to result in near-miss incidents or collisions. Mounted on the windshield inside of Putnam County vehicles behind the rearview mirror, the camera is able to capture sights, sounds (inside and outside the vehicle), and video in real time. The event recorder is always recording but not saving. It only saves video and audio when activated by excessive forces, such as hard braking, swerving, or a collision. The event recorder captures the **eight seconds before** the activation time and **four seconds afterward**, then provides real-time feedback. Once collected, the recordings are downloaded to DriveCam's Data Center and the Safety Manager gets a notification through the system that an event was recorded. The event recorder will capture a wide outside view of the situation and inside view of the driver and whatever is visible through the side and rear windows. The inside view is crucial for isolating many driver behaviors such as cell phone use, drowsiness, or inadequate mirror checks.
- Seon Surveillance Systems is another monitoring tool that Putnam County utilizes to record on-board events in real-time. The interior and exterior mounted camera system captures and monitors driver and public interactions as well as day to day operations. Video management software allows us to automatically download on-board security footage, for a period of two weeks, that can be used to address and review safety concerns. Seon affords the ability to review a safety question or occurrence with both interior and exterior footage.

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

The Lytx DriveCam continuous monitoring system and monthly facility inspections help to ensure safety performance monitoring and measurement activities are performed to confirm that mitigations are effective, appropriate, and fully implemented. If a Lytx DriveCam identifies repeated safety hazards exhibited by the operator, a retraining protocol is performed as a means of corrective action. Should an operator still not adhere to safety practices after a retraining protocol and written/verbal warnings, their employment will be terminated. The course of corrective actions is intended to eliminate the behavior that caused the event, while Lytx DriveCam and facility inspections are used to continuously monitor the hazard. The mitigation monitoring process is performed by the Putnam County Transit Safety Management Team, with assistance from the Regional Safety Director if necessary. Periodic audits of safety plans, 19A records, vehicle/facility inspection reports, drug and alcohol testing results, safety training files, safety data sheets, personal protective equipment, etc. are conducted by federal and state agencies to ensure compliance with safety standards.

Activities to conduct investigations of safety events, including the identification of causal factors.

Prior to the implementation of a proposed change in the operating environment, an assessment is carried out by using the Hazard/Risk Report form (*see* **Attachment E**) to determine if the change will impact safety performance or if there are any new hazards that will be present. If a new hazard is identified, it is put through the Safety Risk Management (SRM) process and evaluated. A risk mitigation

Pedestrian and Bicyclist awareness, as well as hands-on training (see **Attachment G**). Additionally, all MV Transportation personnel are subject to drug/alcohol screenings/tests upon hire, after all major incidents, on the basis of reasonable suspicion observations, and at random in accordance with FTA policies and MV's Zero Tolerance Policy outlined in their SMS Plan.

Safety Communication

Every month, fleet safety and injury prevention topics are reviewed to refresh fundamental and key learning points (*see* **Attachment G**). Weekly safety messages included in monthly training presentations follow themes such as February's "Why I Love Safety", May's "The Summer of Safety Kick-Off", and October's "Destination Zero is our Ghoul". These messages encourage a positive and engaging safety environment.

Examples of Fleet Safety Topics include:

- Left Turns & Pedestrians Winter Driving
- Right Turns & Pedestrians ADA Sensitivity & Mobility Device Securement
- Intersections & Pedestrians
- Distracted Driving & Distracted Pedestrians
- Following Distance & Pre-Trip Inspections
- Adverse Weather

Annual refresher training on key areas is also conducted along with periodic promotion of prevention activities. Information concerning safety hazards or issues is provided to employees through new hire orientation, location Safety Committee meeting minutes, company-wide or departmental meetings, "safety blitzes", Safety Committee briefings, bulletin board postings, memos, or other written communications.

Safety Point Notices are also given to employees who are in violation of a safety traffic law(s) or safety point(s) that are addressed in the MV Transit Employee Handbook. Such notices are delivered by the General Manager and Safety Manager directly to the employee within 24 hours of receipt of such violation. Following the violation, the employee must be retrained in the area for which they are deficient before they can be placed back into revenue service. Employees will receive training pay for the missed operation period. If an operator continues to fail to meet safety standards and/or still does not abide by safety requirements/recommendations, they will be terminated from employment.

possible in the provision of passenger transportation services. Additionally, Division 239 is under contractual obligation by the County to abide by all federal, state, and local regulations. Under their own corporate obligation, Division 239 was required to establish a site-specific Safety Committee. This company specific concept of a Safety Committee dates back to the original establishment of MV Transportation in 1975, however, Division 239's Safety Committee was newly revitalized in 2021. This site-specific Safety Committee is appropriately scaled to size, scope, and complexity of the transit agency and consists of three management (Safety Manager, General Manager, Road Supervisor) and three frontline employee (Driver, Monitor, Mechanic) representatives (*see* **Attachment H** for the organizational structure). The Safety Committee members are identified and volunteered by the Committee chairperson, the General Manager, and do not receive additional compensation for their participation.

In accordance with the Safety Risk Management section of this Plan, the Committee follows these procedures to identify and implement safety strategies:

- The Committee is required to meet quarterly and as needed. Prior to these meetings, the Safety Manager distributes an agenda (*see* **Attachment I**) which is determined based on areas needing improvement and/or repeated issues. At these quarterly meetings, the Committee walks around and evaluates the building and bus yard for safety concerns that need addressing. Once evaluations are complete, staff return to the safety training room to discuss and document additional concerns. Meeting notes are then typed and posted to employee bulletin boards. If a serious hazard is identified (i.e. damaged building cameras, lack of fire extinguishers, malfunctioning building entrances/exits, etc.) the Safety Committee must immediately notify the SMS Executive who will then create a work order and/or notify appropriate county staff.
- Putnam County Transit, operated by MV Transportation, provides routine training to its employees in order to mitigate both pedestrian and vehicular accidents. As such, topic specific monthly trainings and "safety blitzes" or bimonthly "standdowns" are mandatory for all operators (veteran and new). Training is critical, which is why the General Manager monitors safety statistics/trends and responds with training accordingly. Performance targets are reviewed, and goals are set forth annually as part of the Safety Risk Management program.
- If requested or if the need arises, the Committee will utilize technical experts, including other transit workers, to serve in an advisory capacity who may provide additional resources and/or tools to address concerns. The Committee may also request access to all daily vehicle/facility inspection reports and/or reports filed through the ESRP program which records safety concerns and suggested safety recommendations.
- In the event that the Safety Committee identifies safety concerns that are not promptly addressed by immediate supervisors and/or management, they are encouraged to come to forward to the Agency Board of Directors (County Legislature) and/or the Accountable Executive (County Executive). In the event that the Accountable Executive decides not to implement a suggested safety risk mitigation, the Accountable Executive must prepare a written statement explaining their decision. The Accountable Executive must submit and present this explanation to the transit agency's Board of Directors.

1. County staff and MV Transportation staff reviewed any previous history of incidents involving assault on bus operators or transit facility workers based out of the PART Transit Facility located at 841 Fair St., Carmel, NY. The facility houses public-facing operations including ticket/monthly pass sales, paratransit application intake and processing, photographs for identification cards/bus passes, and the dispatch/operations center which may have some incidental interaction with the public.
2. County staff reviewed its Safety and Security Reporting to the National Transit Database (NTD) for any previously reported major or non-major events or incidents involving assaults of transit workers including bus operators or transit facility workers dating back to 2012.
3. County staff and MV Transportation will consider current and likely future operating conditions to determine risk assessment of transit worker assault.

Upon review of the items listed above, Department staff utilized the FTA provided safety risk assessment matrix (*see* **Attachment J**) in order to select a likelihood and severity value for the risk of assault of transit workers while on transit vehicles as well as at revenue facilities.

Following a meeting on December 13, 2024, with the General Manager and Safety Manager of MV Transportation Division 239, we selected "*moderate*" for the likelihood value and "*C – May cause minor injury or minor property damage*" for the severity value for the risk of assault on vehicles. **While we do not have any significant history of assaults on transit workers on vehicles, the MV Transportation management team identified an increasing trend of aggressive and unruly behavior from passengers and expects this trend to continue.** Therefore, a moderate risk level assessment was fair and warranted. However, for risk of assault on transit workers at our revenue facility, we feel the risk is lower, due to a much smaller volume of customers who come to the facility to either purchase tickets or to process paratransit applications.

Given this moderate risk assessment for assaults taking place on vehicles, the County, in coordination with its contracted operator, will consider additional safety risk mitigation measures where appropriate. Presently, we outfit our revenue transit vehicles with interior and exterior surveillance cameras and train operators on de-escalation tactics (please remain seated, first warning, reminder of audio/video surveillance, etc.). If/when those tactics prove unsuccessful, the transit vehicle operator is then required to alert dispatch who once again announces over the radio that if the passenger does not comply with warnings, authorities will be alerted. If the passenger continues the physical/verbal abuse and does not respond to the driver's warning, the driver is required to pull over and Dispatch will alert the authorities who then respond on scene. Transit worker assault drills are also regularly conducted between dispatch, management, and the Putnam County Sheriff's Office to prepare for potential assault situations on transit operators.

In 2025, we will install a new front entry gate as well as entry access controls for all public entrances at our Transit Facility. Additional safety mitigation measures, such as posting signage on board vehicles indicating surveillance cameras are in use, will be explored by the Safety Committee. Furthermore, Putnam County and its transit Safety Committee will investigate offering revitalized de-escalation trainings for facility staff and vehicle operators specifically for mitigating assaults on transit workers, alongside the potential implementation of panic buttons and radio devices equipped with panic functions to enhance employee safety.

Insert 2025 Reso. here

WHEREAS, the U.S. Department of Transportation, by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance, and safety promotion; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee by July 31, 2022. As such, the County will be utilizing MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, the County, as a transit operator, is required to certify on/before July 1, 2024, that it has developed its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49 C.F.R. Part 673 *et seq.*, has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning,

BY POLL VOTE: ALL AYES. LEGISLATORS ADDONIZIO, ELLNER & NACERINO WERE ABSENT. MOTION CARRIES.

APPROVED

Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance and safety promotion; and

WHEREAS, the County, as a transit operator, is required to certify on/before July 20, 2021, that it has developed its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee by July 31, 2022. As such, the County will be utilizing MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49 C.F.R. Part 673 *et seq.* and 49 U.S.C. Sec. 5329(d)(5), has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning, Development and Public Transportation to the FTA the County's Safety Plan for review and approval, which Safety Plan is attached hereto as "Exhibit A;" and be it further

RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

673.11(a)(1)(i), 673.19(d)(1), and 673.31, this document confirms the approval of the PTASP by the Putnam County/MV Transportation Safety Committee.

The Safety Committee has reviewed the PTASP prepared by the Putnam County Department of Planning, Development, and Public Transportation for the 2024/2025 period and thus approves the plan as meeting the applicable federal safety requirements.

Safety Committee Approval Signatures

By signing below, the Safety Committee confirms that it has thoroughly reviewed and approved the PTASP for the Putnam County Putnam Area Rapid Transit (PART) system.

Name	Title	Signature	Date
Sheralee Malverty	General Operations Manager	Sheralee Malverty	6/5/2025
Meghan Maglio	Safety Manager	Meghan Maglio	6/5/2025
Mohamed Yohan	Road Supervisor/Dispatcher	[illegible]	6/5/2025
Jacques Dantec	Putnam Area Rapid Transit (PART) Driver	Jacques Dantec	6/5/2025
Tonianne Smith	Early Intervention (EI) / Pre-K Monitor	Tonianne Smith	6/5/2025
Willi Guzman	Mechanic	[illegible]	6/5/2025

MV Transportation, Inc.

MV TRANSPORTATION, INC.

Division 239

MV TRANSPORTATION, INC.

Safety Management System (SMS) Plan

NAME:	LOCATION:

Description of Safety Concern:

PHOTOS:	☐ Yes ☐ No
Hazard Analysis: According to Hazard Severity Matrix	☐ 1 Catastrophic ☐ 2 Critical ☐ 3 Marginal ☐ 4 Negligible

Recommended Safety Risk Mitigation:

Priority:	☐ High ☐ Medium ☐ Low		
Hazard/Risk/ Near Miss deficiency corrected?	☐ Yes ☐ No	Date closed if "Yes"	Date
If answer is NO, notify Safety department to begin continuing action for resolution, and send to the Safety Team or Staff for recommendations.			
List how the Hazard/Risk/Near Miss was resolved			

component failure or malfunction, and/or procedural deficiencies. Using U.S. Military Standard MIL-882D, the ESC assigns one of four severity categories:

Hazard Severity Table

Category	Description
1 – Catastrophic	Death or system loss
2 – Critical	Severe injury, severe occupational illness or major system damage
3 – Marginal	Minor injury, occupational illness or system damage
4 – Negligible	Less than minor injury, occupational illness or system damage

Hazard Probability

The likelihood that a hazard will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical safety data. Hazard probabilities are ranked as shown in the following table:

Hazard Probability Table

Probability Level	Description
A – Frequent	Likely to occur frequently. Continually experienced in the fleet/inventory.

C – Occasional	1/C	2/C	3/C	4/C
D – Remote	1/D	2/D	3/D	4/D
E – Improbable	1/E	2/E	3/E	4/E

Hazard Resolution

After the risks are assessed, a plan is developed for resolution. There are essentially four choices in the hazard resolution process, as shown in the Hazard Resolution Table below.

Hazard Resolution Table

Severity / Frequency	Resolution
1/A | 1/B | 1/C | 2/A | 2/B | 3/A |	Unacceptable—correction required.
1/D | 2/C | 2/D | 3/B | 3/C |	Unacceptable—correction may be required after review by CEO.
1/E | 2/E | 3/D | 3/E | 4/A | 4/B |	Acceptable—with review by CEO.
4/C | 4/D | 4/E |	Acceptable—without review.

2025 MV Safety Calendar

Version 4 | Revised Feb. 20, 2025

	Injury Prevention Topic	OSHA Compliance Topic (Maintenance)	Companywide Stand Down	Mont
ess	Slips, Trips, Falls	Slips, Trips and Falls		Facilit Compl
	Hazard Recognition and Reporting	Bloodborne Pathogens	Feb Week 2 (Feb 12)	Facilit Post 2 2/1
ns	Fatigue Management Wellness	Hazard Communication		Facilit OSHA Q1 Sel
ıess	Emergency Vehicle Evacuation	Emergency Preparedness and Response		Facilit Remov
bility	Heat Stress Prevention	Heat Safety	May Week 2 (May 14)	Facilit Review
ing	Ergonomics	Lockout / Tag Out	June Week 2 (June 11)	Facilit Q2 Sel
	3-points of Contact Fall Prevention	Machine Guarding (Maintenance)		Facilit
ixed	Strains & Sprains Back Safety	Personal Protective Equipment	August Week 2 (Aug 13)	Facilit OSHA
	Drug and Alcohol Program Refresher	Injury and Illness Prevention Program		Facilit Review Preven Q3 Sel
ging	Fire Safety / Fire Extinguisher	Fire Safety / Prevention	October Week 2 (Oct 15)	Facilit Review Action
ss	Emergency Action Plan Fire Drill	Electrical Safety (Maintenance)		Facilit Condu
	Walking / Working Surfaces	Housekeeping	Dec Week 2 (Dec 10)	Facilit OSHA Q4 Sel

subject to change based on safety trends.

cus areas will be defined based on safety trends.

Jacques Dantec	*Putnam Area Rapid Transit (PART) Driver*
Tonianne Smith	*Early Intervention (EI) Pre-K Monitor*
Willi Guzman	*Mechanic*

MV Transportation Safety Committees first established in 1975 along with company
Division 239 Safety Committee newly revitalized in November 2021
The Safety Committee meets on a quarterly basis

Duties

Covid Period

- Monitor COVID-19 levels and adjust routes/employee coverage accordingly.
- Purchase and distribute PPE supplies to employees, management representatives, and passengers as needed.
- Identify and isolate infected individuals discretely and in compliance with State and CDC guidelines.

Quarterly Reviews

- Meet quarterly and as needed.
- Staff evaluate the building and bus yard for safety hazards that need addressing.
- Staff document and discuss additional concerns.
- Staff document meeting notes and then post them to employee bulletin boards.
- Provide mandatory monthly training and "safety blasts" to all operators.
- Mitigate both pedestrian and vehicular accidents and identify ineffective strategies.
- Monitor safety statistics.
- Identify safety deficiencies for continuous improvement.
- Review and set performance targets and goals on an annual basis.

APRIL 11, 2025

- CONSTRUCTION IN THE YARD HAS BEEN COMPLETED
- 2 OUTSIDE LIGHTS IN THE YARD NEED TO BE ADJUSTED/ FIXED
- WHEELCHAIR RECERTIFICATION PLATFORM IN PROCESS OF BEING SET UP IN WASH BAY
- SAFETY MEETINGS HAVE BEEN REVAMPED AND GOING GREAT

GENERAL MANAGER: SHERALEE MALVERTY

SAFETY MANAGER: MEGHAN MAGLIO

ROAD SUPERVISOR: MOHAMED YOHAN

Please add all potential consequences

Risk Rating

Likelihood *

--Select Likelihood--

Severity *

--Select Severity--

Risk Rating Matrix

Likelihood	5	Very High					
	4	High					
	3	Moderate					
	2	Low					
	1	Very Low					
			Negligible	Could cause minor first aid treatment	May cause minor injury, or minor property damage	May cause severe injury or major property damage	May cause death or permanent injury or destruction of property
			A	B	C	D	E
			Severity				

Hazard Assessed

Transit workers must interact with passengers, patrons, and the public, and, at times, must clarify or enforce agency policies.

Potential Consequences

Transit workers are assaulted in revenue facilities

Likelihood

--Select Likelihood--

Add Potential Consequence

Please add all potential consequences

Risk Rating

Likelihood *

--Select Likelihood--

Severity *

--Select Severity--

Risk Rating Matrix

cc: all Phys 6-16-25 Res

Approval

#7

APPROVAL/RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2025 CONSOLIDATED FUNDING APPLICATION PROGRAM AIMED TO IMPROVE WATER QUALITY AND IMPROVE AND MAINTAIN INFRASTRUCTURE IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the "Legislature") agree that it is important to maintain and upgrade government facilities to improve operations and infrastructure and to implement projects that directly improve water quality or habitat, promote flood risk reduction, restoration, and enhanced flood and climate resiliency in Putnam County (the "County"); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC's 2025 Available CFA Resources Manual (the "Manual"), for which the submission deadline of applications is July 31, 2025; and

WHEREAS, funding opportunities described in the Manual include the NYSDEC Water Quality Improvement Program (WQIP) funding which funds projects for dam safety repair, rehabilitation and dam removal and the purchase of vacuum trucks in Municipal Separate Storm Sewer System (MS4) areas among others, and maintain recreational trails and trail-related facilities, all of which are expected to improve the environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County's economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek grant funds through REDC's 2025 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to fifty percent of the total project costs:

Proposed Project Application	Location	Estimated Costs	CFA
Putnam County Trail Maintenance Project	*Putnam & Maybrook Trails*	*$376,000*	*$300,000*
Continental Village Dam	*Aquaduct Rd, Garrison, NY*	*$500,000*	*$375,000*
Vacuum Truck Acquisition	*County-wide utilization*	*$575,000*	*$400,000*
Strategic Plan for County-owned Buildings	*Various Locations*	*$200,000*	*$100,000*

Now therefore be it

RESOLVED, that the County Executive, together with the Legislature, supports and approves of the County's applications for CFA grant funding to be submitted by the Department by July 31, 2025 to the NYREDC for its consideration; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

Diane Schonfeld

From:	Barbara Barosa
Sent:	Monday, June 9, 2025 2:58 PM
To:	Diane Schonfeld
Cc:	Thomas Feighery; Neal Tomann; Joseph Bellucci; County Executive
Subject:	Request to apply for CFA grants resolution
Attachments:	Reso-2025 CFA-Grant Apps.docx

Please see attached for Resolution requesting to apply for Consolidated Funding Application (CFA) grant funding for several projects to be placed for consideration on this month's Physical Services agenda. Please let me know if you require anything further.

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 6-16-2025 A+A

Reso APPROVAL #8

MICHAEL J. LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2025 JUN -9 PM 4:37
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – *MJL*

RE: **Budgetary Amendment – 25A052**

DATE: June 6, 2025

At the request of the Commissioner of Public Works, the following budgetary amendment is recommended.

Capital Fund

Increase Appropriations:

53097000 53000 52405	Capital Expenditures	$	16,000

Increase Estimated Revenues:

53097000 428601 52405	Transfer In - General Fund	$	16,000

General Fund

Increase Appropriations:

10990100 59020 52405	Transfer Out - General Fund	$	16,000

Increase Estimated Revenues:

10199000 54980	General Contingencies	$	16,000

Fiscal Impact - 2025 - $ 16,000
Fiscal Impact - 2026 - $ 0

Please refer back to Commissioner Feighery's memorandum and backup documentation for the additional request of funding.

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Commissioner of DPW

CC: Alexis M. Hawley, Asst. Supervisor of Planning & Design
Joe Bellucci, Deputy Commissioner of Public Works
Diane Schonfeld, Legislative Clerk
Michele Sharkey, County Auditor

DATE: June 6, 2025

RE: Amend Capital Project 52405 PCSO Life Safety Systems Modernization

---

Please accept this memorandum as a letter of necessity for the Legislature to consider the amended Capital Projects 52405- PCSO Life Safety Systems Modernization in the amount of $16,000.

This funding will allow the Department of Public Works to complete this project and fully commission the recently upgraded fire protection and intercom systems throughout the complex. During the installation phase of the project, unanticipated issues were identified and will need to be addressed. These include the addition of intercom tones for shift changes along with troubleshooting specific wiring for cells. These items will need to be remedied in order to successfully and fully complete this project.

The Administration and the Capital Committee have reviewed this request and are in support of its presentation for consideration at the Physical Services Committee meeting.

The associated budgetary backup information is attached.

PUTNAM COUNTY DEPARTMENT OF PUBLIC WORKS • 842 FAIR STREET • CARMEL, NEW YORK 10512
OFFICE 845.878.6331 • **FAX** 845.808.1908 • **E-MAIL** DPW@putnamcountyny.gov

Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

Johnson Controls Fire Protection LP Quotation

To:
Putnam County
40 Gleneida Ave 3rd Fl
Carmel, NY 10512

Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection is pleased to provide the following proposal for the project known as "CO4 Putnam Correctional Facility Troubleshooting Intercom wire to cell 087". The systems proposed in this Quote includes: The scope and materials listed, based on the information we have been provided. Johnson Controls Fire Protection will only be responsible for the installation, programming and equipment as listed.

Johnson Controls Scope of Work:

Johnson Controls will provide the fire alarm equipment listed:

CO4 TROUBLESHOOTING INTERCOM WIRE TO CELL 087

• JCFP to troubleshoot to repair or replace the wiring for the intercom to cell 087.

• After the wiring has been repaired or replaced. JCFP will test for the proper operation on this O87 intercom.

• This work will be priced as a TIME AND MATERIAL BASIS.

• This quote includes 2 men for 2 days with 1000' feet of 18/4 stranded cable.

#- Please know that project drawings could take from 2 to 4 weeks for completion, If applicable.

-Please know that equipment could take from 6 to 8 weeks due to the world-wide product shortages

NOTE: PARTS AND PRODUCT SUPPLY SHORTAGES AND DELIVERY DELAYS SO ALLOW JCI ENOUGH TIME FOR SCHEDULING, ORDERING PARTS, ETC. NOTE: Production Impacted by Global Component Shortages Delivery lead times

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Harriman , NY 10926

may increase Valued Johnson Controls Customers, as you may be aware, we continue to face a global shortage of electronic components due to increased demand for electronics and decreased component manufacturing volumes. Our Purchasing and Supply Chain teams are working continuously to minimize disruption to our manufacturing operations. Despite these efforts, we anticipate the shortages will cause Fire Detection Products product lead times to remain extended. Please work with your Johnson Controls representative to forecast your future demand and place your orders as early as possible to ensure we can successfully meet your needs. We appreciate your partnership and perseverance as we experience this headwind. Director of Global Sales Global Fire Detection Products.

NOTE: The AHJ may require a drawings and submittal for all the existing devices in the building that are not even a part of this project, but this is not in JCI scope of work or part of this quote. This is very involved and JCI most likely doesn't have this information so it couldn't be provided at any cost but if JCI can provide such it will be at an additional charge.
ALL WORK DURING JCI NORMAL WORKING HOURS

1. Furnish, install, program, test, and certify the bill of material as listed within this proposal.

Qualifications/Clarifications/Exceptions:

1. Johnson Controls Fire Protection is not responsible for the design of this project. Additional devices may be deemed necessary by the AHJ and could result in additional cost.

2. All work is to be performed during normal Johnson Controls Fire Protection hours of 8:00 AM to 4:30 PM Monday through Friday.

3. Quotation is valid for a period of 30 days ONLY unless modified in writing by Johnson Controls Fire Protection

THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]:

[] Specification section:

[] Drawings

[] Up to and including addendum

[] Counts based on others

[] Fire Panel Current Program

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

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Harriman , NY 10926

[] Prevailing Wage Rates

[X] Equipment as listed

[] NY State Sales Tax

[] Freight (F.O.B. shipping point)

[] Shop Drawings: AUTO CAD FILES WITH FIRE ALARM DEVICES SHOWN MUST BE PROVIDED BY CUSTOMER AT NO ADDITIONAL COSTS TO JOHNSON CONTROLS FIRE PROTECTION

[] Installation of equipment

[] Device terminations

[] PE Sealed Drawings

[X] Panel terminations

[X] Technical support including software programming

[] Permit

[] Inspection Fees

[] Payment/Performance Bonds

[] 1 functional Recertification test of new devices

[] 1 functional Reacceptance Test of 10% of the non-effected fire alarm devices

[] 1 AHJ test

[] 8 Hours of standard operation and maintenance training (recorded)

[] Project coordination meetings

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[] Close out documentation

[] Interface to non-SimplexGrinnell provided equipment:

[X] One-year standard warranty

[] System Check-out based on (1) project phases with (1) contiguous visit per phase check-out, additional site visits per phase will result in additional pricing.
THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

1. Any Installation, Cable, Wires, boxes, rough in and relocation

2. 120 VAC power or Phone lines

3. Fire protection, Sprinklers, Suppression Systems, gas solenoids, or Knox Box

4. Any HVAC controls, Code requirements, or anything else that is not listed.

5. Any additional insurance requirements over our standard policy

6. Cutting, drilling, patching, fire caulking or painting of finish surfaces

7. Fire watch, Overtime, Weekend, Holiday work or Project Phasing.

8. Weatherproof, conditioned, or special class control equipment or housing

9. No asbestos abatement or Lead Paint Abatement is identified, expected, or included in this contract. All policies and procedures referenced in the specification will be followed as required.

10. Hiring or coordinating with Elevator Company which is required for any shaft work or elevator controls Work.

11. P-touch labeling of field installed devices

12. Permits, Fees, or Bonds

13. As-Builts Drawings

14. Fire alarm Design and load calculations

Johnson Controls Fire Protection LP
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Harriman , NY 10926

15. Synching new devices to any existing devices.

16. Upgrade of existing Fire alarm network Panels

17. If any additional devices are required or if additional space is needed on the system due to capacity issues a change order / proposal will be provided.

18. It is the responsibility of the owner or contractor to correct any issues or NEC/NFPA code violations with the wiring prior to the commissioning of the above listed devices.

19. Any additional devices or requirements by the Authority Having Jurisdiction.

20. Any demo, temporary fire alarm coverage, tech system disables or enable, fire alarm systems or devices during the project. Delays, Costs and Extensions of Time. Johnson Control Fire Protection (JCFP) JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts, or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Scope of work : Trouble shoot wiring to Cell 087

IP 6000

Qty(+/-)	Model Number	Description	Ext Price	Order Type
1	RT-8004109	ADI PRO RT 18/4 Stranded 1000' cable	$227.69	New
Qty(+/-)	**Model Number**	**Description**	**Ext Price**	**Order Type**
2	PM LAB	PROJECT/CONSTRUCTION MGMT	$409.74	New
32	TECH LAB	TECHNICAL LABOR	$6,826.56	New

Net selling price for IP 6000, FOB shipping point, $7,463.99

Added Line ItemsTotal Price : $7,463.99

Removed Line ItemsTotal Price: $0.00

Changed Line ItemsTotal Price: $0.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Payment Options:
Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted via OTHER method : Please specify the delivery method details to be used: _____

Deposit Invoice accepted (%):

☐ **No** ☐ **Yes**

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
4 Commerce Dr South	Address: _____
	Signature: _____
Harriman , NY 10926	Title: _____
Telephone:	Date: _____
Representative: _____	
Email: mark.tasik@jci.com	

TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/ provincial, and local codes. Any additional services or

equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. ***Company as Processor*** **:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***Company as Controller*** **:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's

personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Johnson Controls

HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926
Phone: 845-537-7269
JCI Contact: Mark Tasik

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

OGS Procurement Weblink: https://online.ogs.ny.gov/purchase/snt/awardnotes/772012315OContractorPage.pdf

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection
AND

Putnam Correctional Facility

JCI Fire Protection Quote No:

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS REGION NUMBER: 3
BLDG NAME & NUMBER:
PROJECT NAME: CO1 Intercom Tone add on
PROJECT NUMBER:

DATE: May 15, 2025
REV DATE:

Work to be performed as:

- FIXED PRICE/LUMP SUM
- TIME & MATERIAL (LABOR & MATERIAL)

MATERIAL PRICING

SEE ATTACHED MATERIAL SHEETS

PAGE 1	SUB TOTAL	$	1,090.29
PAGE 2	SUB TOTAL	$	-
PAGE 3	SUB TOTAL	$	-
PAGE 4	SUB TOTAL	$	-
PAGE 5	SUB TOTAL	$	-
	TOTAL MATERIAL	$	1,090.29

SUBCONTRACTOR PRICING

SUBCONTRACTOR NAME AND ADDRESS	NET PRICE
	$ -
	$ -
	$ -
TOTAL SUB-CONT	$ -

JCI FIRE PROTECTION - LABOR PRICING - TOTAL COMBINED

DESCRIPTION			TOTAL
SECURITY/FIRE ALARM TECHNICIAN - STRAIGHT TIME	SUB TOTAL	$	6,826.56
PROJECT/PROGRAM MANAGER - STRAIGHT TIME	SUB TOTAL	$	819.48
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	SUB TOTAL	$	-
	TOTAL LABOR	$	7,646.04

PRICING SUMMARY

Category	NYS Contract Price Before Additional Discount	Overall Additional Savings	Net Price
JCI FIRE PROTECTION MATERIAL	$ 1,758.54	38%	$ 1,090.29
SUB CONTRACTOR LABOR	$ -	#DIV/0!	$ -
JCI FIRE PROTECTION LABOR	$ 7,646.04		$ 7,646.04
		GRAND TOTAL	$ 8,736.33

HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926
Contact: Mark Tasik

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection AND

Putnam Correctional Facility

JCI Fire Protection Quote No: 0

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS REGION NUMBER: 3
BLDG NAME & NUMBER: 0
PROJECT NAME: CO1 Intercom Tone add on
PROJECT NUMBER: 0

DATE: May 15, 2025
REV DATE:

SCOPE OF WORK

SCOPE OF WORK

Johnson Controls Fire Protection is pleased to offer for your consideration this quotation for the above project.
Terms and conditions of the Intelligent Facility & Security Systems and Solutions NYS Contract PT68816 prevail

CHANGE ORDER 01 Scope of Work:

•JCFP to add a tone to the new intercom to be sounded for shift change at the following times.
8:15AM, 3:15PM, 10:00PM
•JCFP to add the parts and program the new Valcom IP6000 intercom.
•JCFP to test these time changes to ensure that they are heard throughout the facility.

Inclusions:

•Pricing, Terms & Conditions are in accordance with New York State Contract # PT68816

Exclusions

•Permits, As-Builts, Drawings, Submittals
•Existing Shorts, Grounds, Alarms, Troubles and Supervisory Conditions
•Changes to existing field wiring within interior of building
•Painting, Patching, Cutting, etc.
•Fire watch
•Additional changes requested by Owner/Consultant/Local AHJ
•Asbestos abatement
•All work and associated fees with 3rd Party Service Companies SOW and/or
•Testing (Elevator, HVAC, etc.)
•Overtime and/or shift differential work
•Sales Tax (shall be added to invoice unless buyer provides acceptable exemption
•documents)
•Required 120VAC power outlets/sources for listed equipment beyond the fire alarm equipment.
•Additional AHJ Inspections

Delays, Costs and Extensions of Time.

•JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Assumptions

•JCI technicians will have free and unobstructed access to work areas.
•Buyer shall be responsible for moving obstacles prior to scheduled work.
•Work areas do not contain hazardous material such as asbestos, lead, caustic fluids, Etc.
•Work areas are not designated as confined space

HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926
Contact: Mark Tasik

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection AND

Putnam Correctional Facility

JCI Fire Protection Quote No: 0

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS REGION NUMBER: 3
BLDG NAME & NUMBER: 0
PROJECT NAME: CO1 Intercom Tone add on
PROJECT NUMBER: 0

DATE: May 15, 2025
REV DATE:

NYS CONTRACT ITEMS PRICING

QTY	MODEL	DESCRIPTION	NYS NET PRICE (EACH)	ADDITIONAL DISCOUNT	NET TOTAL	NYS CONTRACT LINE NUMBER
2	V-2003A	3 ZONE W/TONE GEN W/PWR	$ 879.27	38.00%	$ 1,090.29	58403
				38.00%		
				38.00%		
				38.00%		
				38.00%		
				38.00%		
				38.00%		
				38.00%		
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				38.00%		
				38.00%		
				38.00%		
				38.00%		
		NYS MATERIAL Sub-Total Page 1			$ 1,090.29	

Johnson Controls

HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926
Contact: Mark Tasik

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

Putnam Correctional Facility

SimplexGrinnell Quote Reference No: 0

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS REGION NUMBER: 3
BLDG NAME & NUMBER: 0
PROJECT NAME: CO1 Intercom Tone add on
PROJECT NUMBER: 0

DATE: May 15, 2025
REV DATE: January 0, 1900

LABOR

SUBCONTRACTOR PRICING

SUBCONTRACTOR NAME & ADDRESS	M/WBE or SDVOB	JCI FP COST	MARK UP (15%)	NET PRICE
			$ -	$ -
			$ -	$ -
			$ -	$ -
				$ -

JCI FIRE PROTECTION - LABOR PRICING

HOURS	DESCRIPTION OF WORK	JCI LABOR TITLE	NYS CONTRACT TITLE	UNIT PRICE	ADDITIONAL DISCOUNT	TOTAL
32	INSTALLATION	SECURITY/FIRE ALARM TECHNICIAN - STRAIGHT TIME	Fire Alarm System Technician Integration Onsite Region 3	$ 213.33		$ 6,826.56
4	PROJECT MANAGEMENT & MTGS	PROJECT/PROGRAM MANAGER - STRAIGHT TIME	Project/Program Manager	$ 204.87		$ 819.48
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
					JCI FP LABOR	$ 7,646.04

Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

Johnson Controls Fire Protection LP Quotation

To:
Putnam County
40 Gleneida Ave 3rd Fl
Carmel, NY 10512

Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

CHANGE ORDER 01 Scope of Work:

• JCFP to add a tone to the new intercom to be sounded for shift change at the following times.

o 7:15AM, 3:15PM, 10:00PM

• JCFP to add the parts and program the new Valcom IP6000 intercom.

• JCFP to test these time changes to ensure that they are heard throughout the facility.

Inclusions:

• Pricing, Terms & Conditions are in accordance with New York State Contract # PT68816

Exclusions

• Permits, As-Builts, Drawings, Submittals

• Existing Shorts, Grounds, Alarms, Troubles and Supervisory Conditions

• Changes to existing field wiring within interior of building

• Painting, Patching, Cutting, etc.

• Fire watch

• Additional changes requested by Owner/Consultant/Local AHJ

Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

• Asbestos abatement

• All work and associated fees with 3rd Party Service Companies SOW and/or

• Testing (Elevator, HVAC, etc.)

• Overtime and/or shift differential work

• Sales Tax (shall be added to invoice unless buyer provides acceptable exemption

• documents)

• Required 120VAC power outlets/sources for listed equipment beyond the fire alarm equipment.

• Additional AHJ Inspections

Delays, Costs and Extensions of Time.

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Assumptions

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• Work areas are not designated as confined space

Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

Qty(+/-)	Model Number	Description	Ext Price	Order Type
2	V-2003A	3 ZONE W/TONE GEN W/PWR	$1,090.29	New
Qty(+/-)	**Model Number**	**Description**	**Ext Price**	**Order Type**
4	PM LAB	PROJECT/CONSTRUCTION MGMT	$687.06	New
32	TECH LAB	TECHNICAL LABOR	$6,826.56	New

Net selling price for CO1 Intercom, FOB shipping point, $8,603.91

Added Line ItemsTotal Price : $8,603.91

Removed Line ItemsTotal Price: $0.00

Changed Line ItemsTotal Price: $0.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Payment Options:
Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted via OTHER method : Please specify the delivery method details to be used: _____

Deposit Invoice accepted (%):

☐ **No** ☐ **Yes**

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
4 Commerce Dr South	Address: _____
	Signature: _____
Harriman , NY 10926	Title: _____
Telephone:	Date: _____
Representative: _____	
Email: mark.tasik@jci.com	

TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/ provincial, and local codes. Any additional services or

equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos
govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. ***Company as Processor*** **:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***Company as Controller :*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's

personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

APPROVAL #9

MICHAEL LEWIS
Commissioner Of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORMAN
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

2025 JUN -9 PM 4:12
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

June 9, 2025

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

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2025 Planning Department budget which has been submitted for approval.

Increase Revenues:		
55997000 435974 51711	State Aid – MEP Funding	$137,909
Decrease Revenues:		
55997000 435970 51711	State Aid – Section 5307	$137,909

2025 Fiscal Impact - 0
2026 Fiscal Impact - 0-

This amendment is required to correct the State aid funding source. The funds are available through the NYS DOT Public Transportation Modernization and Enhancement Program and are reimbursable at 100%.

AUTHORIZATION:

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

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

Date _____ Chairperson Audit/Designee: $0 - $10,000.00 **25A055**

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

PUTNAM COUNTY LEGISLATURE

Resolution #66
Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on March 5, 2024.

APPROVAL/ BUDGETARY AMENDMENT (23A094)/ PLANNING DEPARTMENT/ NYSDOT CONTRACT/ MODERNIZATION & ENHANCEMENT PROGRAM (MEP) FUNDING / TROLLEY REPLACEMENT

WHEREAS, the Commissioner of Planning has requested a budgetary amendment (23A094) in anticipation of receiving an approved contract from NYSDOT for various approved grant funding including Modernization & Enhancement Program (MEP) funding in the amount of $137,909 for a trolley purchase; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Appropriations:

55997000 53000 51711	**Capital Expenditures – Transit Buses**	**137,909**

Increase Estimated Revenues:

55997000 435970 51711	**State Aid – Section 5307**	**137,909**

2023 Fiscal Impact – 0 –
2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

3/13/24

COUNTY EXECUTIVE **DATE**

State of New York
ss:
County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 5, 2024.

Dated: March 7, 2024

Signed: Diane Schonfeld

Diane Schonfeld
Clerk of the Legislature of Putnam County

PROJECT AGREEMENT

SCHEDULE A Dated

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Putnam County

Comptroller's Contract #: K007559 Contract period: 4/1/2023 to 3/31/2028

AGREEMENT PURPOSE: ☑ Main Agreement ☐ Supplemental Schedule ☐ Administrative Correction

GENERAL PROJECT DESCRIPTION

SFY 2324 Urban Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Putnam County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8756.84.001	Maybrook Bikeway II - Phase A	NY-2022-035-00	0 - 0	$650,000.00	$520,000.00	Direct	80	$65,000.00	10	$65,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2023-063-00	0 - 0	$750,000.00	$600,000.00	Direct	80	$75,000.00	10	$75,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2021-035-00	0 - 0	$1,471,002.00	$1,176,802.00	Direct	80	$147,100.00	10	$147,100.00	10	Omnibus	12/2022	20
8TM0.66.001	Replacement Bus <30ft	NY-2023-063-00	0 - 0	$101,631.00	$81,305.00	Direct	80	$10,164.00	10	$10,162.00	10	Omnibus	12/2024	7
8TM0.66.002	Trolley Replacement	NY-2023-063-00	0 - 0	$98,787.00	$79,030.00	Direct	80	$9,879.00	10	$9,878.00	10	Omnibus	12/2024	10
8TM0.66.002	Trolley Replacement	TC-20-PUT-	0 - 0	$137,909.00	$0.00	Direct	0	$137,909.00	100	$0.00	0	Transit - MEP	12/2024	10
8TM0.66.003	2 Expansion Vans	NY-2023-063-00	0 - 0	$150,000.00	$120,000.00	Direct	80	$15,000.00	10	$15,000.00	10	Omnibus	10/2024	4
8TM0.82.003	Trolley Expansion	NY-2023-063-00	0 - 0	$251,672.00	$201,337.00	Direct	80	$25,168.00	10	$25,167.00	10	Omnibus	12/2024	10
8TM0.82.004	2 Vans Expansion	NY-2023-063-00	0 - 0	$150,000.00	$120,000.00	Direct	80	$15,000.00	10	$15,000.00	10	Omnibus	12/2024	4
8TM1.28.002	Bus Support Equip / Facilities Rehab Building Sc	TC-22-PUT-01	0 - 0	$93,893.00	$0.00	Direct	0	$93,893.00	100	$0.00	0	Transit - MEP	12/2024	15
8TM1.28.003	Bus Support Equip / Facilities Purchase Bus Lifts	TC-22-PUT-01	0 - 0	$112,671.00	$0.00	Direct	0	$112,671.00	100	$0.00	0	Transit - MEP	12/2024	20
8TM1.28.004	Bus Support Equip / Facilities Purchase Bus Lifts	TC-23-PUT-	0 - 0	$170,000.00	$0.00	Direct	0	$170,000.00	100	$0.00	0	Transit - MEP	12/2024	20
8TM1.28.005	Bus Electrification / Power Dist. Purchase EV Ch	TC-23-PUT-	0 - 0	$36,564.00	$0.00	Direct	0	$36,564.00	100	$0.00	0	Transit - MEP	12/2024	10
8TM1.28.006	Bus Support Equip / Facilities Rehab HVAC	TC-21-PUT-01	0 - 0	$137,909.00	$0.00	Direct	0	$137,909.00	100	$0.00	0	Transit - MEP	12/2024	15
8trm.61.002	2023 Project Administration	NY-2023-063-00	0 - 0	$100,000.00	$80,000.00	Direct	80	$10,000.00	10	$10,000.00	10	Omnibus	12/2024	10
8TRM.61.00A	2022 Project Administration	NY-2022-035-00	0 - 0	$100,000.00	$80,000.00	Direct	80	$10,000.00	10	$10,000.00	10	Omnibus	12/2024	10
			Agreement Total:	**$4,512,038.00**	**$3,058,474.00**			**$1,071,257.00**		**$382,307.00**				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

RONALD L. EPSTEIN
Executive Deputy Commissioner
Chief Financial Officer

September 14, 2020

Honorable MaryEllen Odell, County Executive
Putnam County
Putnam County Office Building
40 Gleneida Avenue
Carmel, New York 10512-1705

Dear County Executive Odell:

The New York State Department of Transportation (NYSDOT) is pleased to announce that Putnam County has been awarded **$137,909** in funding under Governor Cuomo's 2020 Public Transportation Modernization and Enhancement Program.

The Public Transportation Modernization and Enhancement Program, authorized pursuant to the five-year State Transportation Plan, provides 100 percent State capital funding to upgrade and enhance public transportation systems. To guide your agency staff in the identification of candidate capital projects, program guidance and application forms can be found at https://www.dot.ny.gov/divisions/policy-and-strategy/public-transportation/funding-sources/modernization-enhancement. Putnam County is encouraged to submit the electronic application no later than October 27th, 2020.

I want to personally thank you for your support of this important infrastructure program. If you have any questions or require additional information, please feel free to contact me or Erika Bacher, Director of the Office of Modal Grants Administration, at (518) 485-7950.

Sincerely,

Ronald L. Epstein
Executive Deputy Commissioner/CFO

CC:
Sandra Fusco, Deputy Commissioner for Planning, Putnam County Dept. of Planning, Dev., & Public Transp.
Carrie DeMarchi, Planning Assistant, Putnam County Dept. of Planning, Dev., & Public Transp.
Sandra Jobson, RPPM, Region 8
Lance MacMillan, Regional Director, Region 8
Ali Mohseni, Staff Director, Mid-Hudson South TCC

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

Public Transportation Modernization and Enhancement Program Application

PART A: APPLICANT INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

*Applicant Name: Putnam County

System 1 Name (if different from Applicant Name): Putnam Area Rapid Transit (PART

*NYS GRANTS GATEWAY ID: GDV-DOL-05346

APPLICANT CONTACT INFORMATION:

Salutation: Ms. *First Name: MaryEllen *Last Name: Odell

*Title: County Executive

*Address: 1 40 Gleneida Avenue, 3rd Floor

Address 2:

*City: Carmel *State: NY *Zip Code: 10512 *Web Site: www.putnamcountyny.gov

*Phone #: (845) 808-1001 Fax Number: (845) 808-1901 *E-mail: maryellen.odell@putnamcountyny.gov

☐ Check here if Business address and Contact address are the same. If not, please provide the Business address below:

Address 1: Putnam County Department of Planning, Development & Public Transportation

Address 2: 841 Fair Street

City: Carmel State: NY Zip Code: 10512 Web Site: www.putnamcountyny.gov

Phone #: (845) 878-3480 Fax Number: (845) 808-1948 E-mail: barbara.barosa@putnamcountyny.gov

PART B: FUNDING SUMMARY TABLE

*Enter the total amount of Public Transportation Modernization and Enhancement Program funding allocated to your entity, and the amount of funding applied for in this application (by year) in the shaded cells below. All prior SFY funds must be applied for prior to using the SFY 2020/21 allocation.

SFY	Total Public Transportation Modernization and Enhancement Program Funding Available from Allocation For Use	Amount Applied in this Application	Amount Remaining
SFY 2016/17			
SFY 2017/18			
SFY 2018/19 Core			
SFY 2018/19 Supplemental			
SFY 2019/20 Core			
SFY 2019/20 Supplemental			
SFY 2020/21 Core	$137,909.00	$137,909.00	$0.00
Total	$137,909.00	$137,909.00	$0.00

*Enter the number of projects to be included in this Application. You can use this form for up to 16 projects. 1

PART C: DETAILED PROJECT INFORMATION

Enter a descriptive name for the project in the **Project Name box** (e.g. "Purchase 6 Clean Diesel Buses"). Select appropriate project status from the drop-down box. Based on the Project status selected, the form allows the attachment of the original application by checking the box to attach a file. Enter the project service life according to industry standards. Note that projects funded with Public Transportation Modernization and Enhancement Program funding must, minimally, have an average 10 year service life.

*Project No. 1 *Project Name: Putnam County PART Bus Trolley Purchase

*Project Status Description: Replacement ☐ *Attach Original Application *Project Useful Life (in years): 1 0

*Using the FTA Scope and Activity Line Item (ALI) codes, enter a detailed description of the project to be funded. Eligible projects must have an average 10 year service life.

Putnam County would replace one of two existing 2008 PART bus trolley buses that are past their useful life and in poor condition. The proposed trolley will replace an existing trolley bus that services the Cold Spring area. The FTA Scope and ALI Code is 111-00, 11.12.09, Bus Rolling Stock, Bus Trolley STD. The trolley purchase would be for a 2022 Villager 30' FORD f53 v-8 7.3 Gasoline with wheelchair/ ADA accessible features. Total purchase cost will be $236,686.

*Select the response that best describes the project. Enter project details below: Select One

***Project Schedule:** Enter the PIN Number in the following format (XXXX.XX.001). To enter dates, click in the box, then select the appropriate date from the drop down calendar for each of the boxes. Enter the estimated drawdown dates by selecting the dates from the drop down calendar.

Project PIN	Specifications Completed	Bid Opening(s)	Contract(s) Awarded	Start Date (Beneficial Use)
8TM066	Feb 1, 2023	Feb 2, 2023	Mar 1, 2023	Aug 31, 2023

Percentage of funds to be drawdown	25%	50%	75%	100%
Estimated State Drawdown Request Dates:	Sep 15, 2023	Sep 15, 2023	Sep 15, 2023	Sep 15, 2023

*In the Table below, use the cursor to click in each box. In the **Funding Distribution column**, enter the funds applied to the project in the shaded boxes below (whole numbers only; no dollar signs or commas). *Note: All prior SFY Transit Capital funds must be applied for prior to using the SFY 2020/21 allocation. Total funding applied to a project is calculated automatically.*

In the Proposed Funding column, enter the **Total Project Cost**, the amount of **Federal Funds** (NOT to exceed 80% of the Net Project Cost), and the **Applicant Overmatch** amount, if different than calculated value, in the shaded boxes.

Funding Distribution:		Proposed Funding:	
Applicable SFY Funding	**Distribution of Funds for this Project**	**Total Project Cost**	$236,696.00
2016/17		**Amount Applied**	$137,909.00
2017/18		**Net Project Cost**	$98,787.00
2018/17 Core Funds		**Federal Funds**	$79,029.60
2018/19 Supplemental Funds		**State Omnibus Match**	$9,878.70
2019/20 Core Funds		**Required Applicant Match**	$9,878.70
2019/20 Supplemental Funds			
2020/21 Core Funds	$137,909.00		
Total Amount Applied	$137,909.00	**Applicant Overmatch**	

Describe Funding Sources for Applicant Overmatch: The County will utilize FTA 5307 funds and or County capital funds to provide the additional funding for the trolley purchase.

☐ Attach Funding Source Documents

PART D: APPLICATION SUBMISSION

☒ By checking this box, the applicant certifies that the Public Transportation Modernization and Enhancement Program funding applied for herein adheres to the Application Instructions and Guidance.

Signing the Application: The Sponsor's Chief Executive Officer (or designee) authorized to enter into an agreement with the New York State Department of Transportation must sign this application. The person signing the agreement should be the same person empowered to accept federal funds on behalf of their agency.

Applicant Signature: Maryellen O'Neill

Submitting the Application: Click on the button to submit the application to NYSDOT. Attach any additional supporting documentation to the email.

FOR NYSDOT USE ONLY:

○ Approved as requested ○ Approved with modification(s) ○ Not Eligible

Notes:

Signature:

6-16-2025 Reso
Approve #10

MICHAEL J. LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2025 JUN -9 PM 4:34
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance - *MJL*

RE: **Budgetary Transfer – 25T165**

DATE: June 5, 2025

At the request of the Commissioner of Finance, the following budgetary transfer is recommended.

Increase Appropriations:		
10564000 54950	Railroad Station Maintenance - MTA	20,798
Decrease Appropriations:		
10199000 54980	Contingency	20,798

Fiscal Impact - 2025 - $ 20,798
Fiscal Impact - 2026 - $ 0

This budgetary transfer is recommended to fully fund the MTA Railroad Station Maintenance Costs pursuant to Section 1277 of the Public Authorities Law. This covers a period of April 1, 2024 – March 31, 2025. This will fund the deficit created by a greater than anticipated CPI factor.

Please forward to the appropriate committee.

25T165

PUTNAM COUNTY VOUCHER

SHIP AND BILL TO:
DEPARTMENT: _____
ADDRESS: _____

VENDOR NUMBER: 8083

CLAIMANT NAME AND ADDRESS:	ORG CODE	OBJECT CODE	PROJECT CODE	AMOUNT
Metropolitan Transportation Authority Attention: Carmen Panea 2 Broadway Room C15.101 New York, NY 10004	10564000	54950		$1,220,798

LIST ALL INVOICE NUMBERS AND ATTACH ALL ORIGINAL INVOICES AND RECEIPTS

INVOICE DATE	INVOICE #	DESCRIPTION	CONTRACT #	UNIT PRICE	AMOUNT
5/31/2025		The payment due on 09/01/2025 in accordance with Section 1277 of the Public Authorities Law for the operation, maintenance and use of the Metro North Railroad's passenger stations locatec in the Country of Putnam, for the period of April 1, 2024 through March 31, 2025			1,220,798
				TOTAL	1,220,798

CLAIMANT'S CERTIFICATION

I, James McGovern CERTIFY THAT THE ABOVE ACCOUNT IN THE AMOUNT OF $_____ IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE COUNTY OF PUTNAM ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED, AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

DATE 05/31/2025 SIGNATURE _____ TITLE Deputy Chief

DEPARTMENT APPROVAL

THE ABOVE SERVICES WERE RENDERED OR FURNISHED TO THE COUNTY OF PUTNAM ON THE DATE STATED AND THE CHARGES ARE CORRECT.

_____
DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

AUDITED BY: _____

DATE: _____

2 Broadway
New York, NY 10004
212 878-7000 Tel

Metropolitan Transportation Authority
State of New York

May 31, 2025

Honorable Kevin M. Byrne
County Executive
The County of Putnam
County Office Building
40 Gleneida Avenue, 3rd Floor
Carmel, New York 10512

Re: Metro-North Commuter Railroad Station Maintenance, Use and Operations

Dear Kevin Byrne:

Pursuant to Section 1277 of the Public Authorities Law of the State of New York, The Metropolitan Transportation Authority (the "Authority") has determined and hereby certifies to the County of Putnam that the Authority has determined the cost for Metro-North Commuter Railroad, a subsidiary corporation of the Authority, of operation, maintenance and use of Metro-North Commuter Railroad passenger stations located in the County of Putnam, including the buildings, appurtenances, platforms, lands and approaches adjacent of incidental thereto, for the period commencing April 1, 2024 and ending March 31, 2025.

Each year, the change in the C.P.I. factor is applied against the prior year's billed amount to arrive at the current year's billed amount. The C.P.I. increased 3.9997% for the period April 1, 2024, to March 31, 2025. The County of Putnam station maintenance, use and operation billing for the period is therefore $1,220,798 an increase of $46,951 over the prior year.

The law requires that payment be made to the Authority by September 1, 2025.

Should you have any questions, please do not hesitate to contact
Carmen Panea at (212) 878-7242 or Carmen.Panea@mtahq.org.

Sincerely,

James McGovern
Deputy Chief, Controller's Office