

THE PUTNAM COUNTY LEGISLATURE

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

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



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

AGENDA
PHYSICAL SERVICES COMMITTEE
TO BE HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairman Ellner and Legislators Crowley & Jonke

Monday November 17, 2025

(Immediately following the Health Mtg. beginning at 6:00pm)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Chairman's Report**
- 4. Acceptance of Minutes – September 25, 2025**
- 5. Presentation – Hudson Valley Regional Council – County-Level Climate Adaption and Resilience Plan**
- 6. Approval – Budgetary Amendment 25A108 – Accepting Donation for Sybil Ludington Statue Restoration**
- 7. Approval – Budgetary Amendment 25A111 – Putnam Golf – Fund Account for Projected Golf Activity through Year End**
- 8. Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Tilly Foster Farm Conservation Easement Amendment – Planning Dept.**
- 9. Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Donald B. Smith Campus Site Improvements – Planning Dept.**
- 10. Approval – Support Continuing the Putnam County Parking and Transfer Program and the Intercity Bus/Mass Transportation Joint Service Agreement to Operate the Croton Falls Shuttle and Park & Ride Facilities – Planning Dept.**

- 11. Approval – Grant Application – Office for Senior Resources – Federal Transit Administration Section 5310 Funding – Six Buses to Replace Aging Fleet & Route Assistance Software – 20% County Match**
- 12. Approval – Grant Application – Community Resiliency, Economic Sustainability, and Technology Program – Sybil Ludington Statue Restoration Project – Senator Pete Harckham – No County Match – Planning Dept.**
- 13. Adoption – SEQRA Negative Declaration – Approval – Site Lease Agreement – Approval – Land Use Zoning Exemption for the Facility – E911 Tower – Town of Philipstown**
- 14. Approval – Request NYS Legislature to Introduce Alienation Legislation – Parkland Alienation for E911 Tower – Town of Philipstown Tax Map – Planning Dept.**
- 15. Approval – Transfer of Certain Real Property Owned by the County of Putnam to Hudson Highlands Land Trust – Memorandum of Understanding – E911 Tower – Town of Philipstown – Planning Dept.**
- 16. Approval – Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs of a Transportation Federal Aid and/or State-Aid Transportation Project and Appropriating Funds Therefore – Culvert Replacement in Carmel and Patterson – PIN 8762.97**
- 17. Update – 34 Gleneida Avenue – Commissioner of Dept. of General Services John Tully**
- 18. Other Business**
- 19. Adjournment**

#4

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

Thursday 5:30p.m. **September 25, 2025**

The meeting was called to order at 5:30 P.M. by Chairman Ellner who led in the Pledge of Allegiance. Upon roll call, Chairman Ellner and Legislator Crowley were present. Legislator Jonke was absent. Chairman Ellner stated Legislator Addonizio would sit as a member of the Committee.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ August 20th & Special -August 25, 2025

The minutes were accepted as submitted.

Item #4 - Approval/ Budgetary Amendment 25A079/ Unified Planning Work Program (UPWP) Formula Funding for 2025/2026/ Commissioner Planning, Development and Public Transportation Barbara Barosa

Chairman Ellner thanked Commissioner Barosa for attending and asked her to speak.

Commissioner Barosa explained that there is annual funding for UPWP tasks for planning purposes for transportation, with annual increment for staff and money for discretionary projects, and that back-up was provided for what is being received for state fiscal year 4/1/2025-3/31/2026. Commissioner Barosa explained she is here to request that one of the discretionary projects is added to the UPWP budget line, a transit study (out on RFP now) which would assess the system and potentially recommend changes.

Chairman Ellner asked for confirmation that the increased aid would be \$137,461 for FY 2025 / 2026, per Fiscal Impact Statement provided.

Commissioner Barosa stated that the total line is \$287,461.

Chairman Ellner requested confirmation that the amount to be transferred is \$150,000 to the Capital Fund and to remove from contingency, \$137,461.

Commissioner Barosa stated that the request is to transfer \$150,000 to Capital Fund, since that's for consultants; \$137,461 covers staff reimbursement for their time.

Chairman Ellner questioned why the fiscal impact is shown as “(\$137,641)”. He stated that the parentheses imply a decrease.

Commissioner of Finance William Carlin explained that since they are offsetting their time, it's a positive fiscal impact to the County and will be reimbursed.

Chairman Ellner made motion to approve Budgetary Amendment 25A079; Seconded by Legislator Crowley. All in favor.

Chairman Ellner then made a motion to revise the agenda order, and hold Item #5 until later in the meeting, for a speaker yet to arrive. Legislator Crowley Seconded; all in favor.

Item #5 - Approval/ Budgetary Amendment 25A088/ Fund Cornell Cooperative Extension Tree Seedling Program – Utilizing Part C Putnam County Soil & Water Conservation District (SWCD) Funds -Per SWCD Resolution No. 002 of 2025

Chairman Ellner welcomed Brett Yarris, Vice Chair and Treasurer of Soil & Water Conservation District Board (SWCD Board).

Mr. Yarris stated that for the public's sake, he will give an overview of what the SWCD Board is and does. He stated it is a political subdivision of NY State government created to perform soil and water conservation for the community and has authority to work on both public and private lands. He stated the SWCD Board is not an advisory board; 2 active Legislators are required to sit on the board to provide Legislative oversight, and Legislators Ellner and Russo are SWCD Board members. He stated, as it relates to this item, SWCD Board is happy to have the Cornell partnership and over the years, funding seemed to come out of different sources, such as the General Fund using Putnam County taxpayer dollars. He stated one obligation of the SWCD Board is to continue to fund this program out of their "Part C" funds; with no fiscal impact to County taxpayers, as these funds come to directly "earmarked" from NY State for performance measures of SWCD, as a district board.

Legislator Crowley asked what is in the SWCD bank account now and where the financials he is going off are, such as "from" and "to" budget lines, as this is asked of all and for transparency.

Chairman Ellner agreed.

Mr. Yarris replied that this is a challenge for him, as a new SWCD Board member and stated that Section 9 of the Soil and Water District Law states very specific responsibilities for the treasurer, to do with custody, monitoring disbursement of funds, etc. and it has been challenging for him to locate that information. He stated that he, as Treasurer, has been actively trying and spoke with Commissioner Carlin, Commissioner of Department of General Services John Tully, County Auditor Michele Sharkey and Senior Deputy County Attorney Heather Abissi. He stated that he met with Commissioner Carlin, Commissioner Tulley and County Auditor Michelle Sharkey, and was provided with total Part C and B fund amounts. He stated that SWCD Board gets 3 funding lines earmarked from NY State: Part A- \$60,000, Part B- \$6,000, Part C capped at a certain amount, based on performance measures approved by SWCD and that in past years, it was \$200,000+ but is estimated to be as much as \$240,000 + this year.

Legislator Crowley confirmed that A and B caps are yearly and asked if C was a cap of up to \$240,000, and what is the balance.

Mr. Yarris stated he believes the cap changes yearly.

Legislator Crowley questioned what the balance is.

Mr. Yarris stated his understanding is that the Part C funds balance, where this project funding is coming from, is roughly \$829,078.70. He stated SWCD Board has not been spending this, it rolls over, and he is concerned that NYS could stop providing this funding based on the large balance. He stated the new SWDC Board wants to do this in an expeditious way for taxpayers, and as a resolution was passed, it has been over 2 weeks and would then go before the Full Legislature in October.

Legislator Crowley stated that she will send a memo to Commissioner Carlin asking for a monthly update for funding balances on accounts A, B and C since this has never been discussed before.

Commissioner Carlin stated that he can go back, research and provide trust account balances (B, C) and that the process is transparent. He stated that he believes A is used in General Fund to offset costs.

Legislator Crowley requested the three accounts.

Commissioner Carlin stated he would provide that.

Legislator Crowley requested that monthly balances be sent to the Physical Services Committee.

Commissioner Carlin stated that he can provide B and C.

Legislator Crowley questioned if this information is needed for end-of-year filings to continue to get these monies.

Commissioner Barosa stated yes, and that SWCD files, proposes projects and discloses what they have done to meet performance measures to get the money.

Commissioner Carlin stated that tomorrow he will send the balances of trust accounts.

Legislator Crowley stated that she thinks it's important to see balances and acknowledge, as it has never come up before.

Legislator Addonizio requested confirmation on specifically what Part C funds could be used for.

Mr. Yarris stated that Part C is for conservation projects that help landowners, municipalities and taxpayers and pricey expenditure/ projects that ease the burdens of soil and water conservation efforts. He provided examples such as the seedling sale to preserve trees native to Putnam

County, invasive species projects, and Lake Carmel ash tree removal to preserve the beauty of the County. He stated that explaining this to Legislators and public is a public outreach measure and a performance measure to continue receiving funding.

Legislator Crowley stated that she heard of a private landowner contacting the Agricultural & Farmland Protection Board (Ag. Board) and the SWCD helped mitigate a stormwater issue.

Mr. Yarris agreed and stated that a great thing about having the Ag. Board in the County is that the SWCD provides farm mapping and soil reviews for farms trying to get into the agricultural district. He stated that if SWCD Board becomes fully functioning as its law intended, that would be a great taxpayer and County benefit. He asked Commissioner Carlin if he could receive the monthly reports and thanked Commissioner Carlin for his responsiveness, which strengthens the SWCD board functioning and then thanked all.

Chairman Ellner stated that we are moving in the right direction and if there were any more questions.

Legislator Russo stated that she attended a New York Association of Lakes conference in June, which helps to meet some of the criteria for using the Part C funding.

Chairman Ellner stated that he had attended previously as well.

Chairman Ellner made a motion to approve Budgetary Amendment 25A088; Seconded by Legislator Crowley. All in favor.

Item #6 - Approval/ Department of Public Works (DPW)/ 2024- 2025 Snow & Ice Reimbursement/ DPW Deputy Commissioner Joseph Bellucci

Deputy Commissioner Bellucci explained how DPW is reimbursed by NY State for maintaining various County roads in the winter months. NY State pays 67% and then calculates the rest of the reimbursement using the Winter Storm Severity Index and provides a check to the County.

Chairman Ellner asked what the actual amount of the check would be.

Deputy Commissioner Bellucci stated that he is not allowed to disclose the amount as it is not finalized.

Chairman Ellner made a motion to approve the 2024- 2025 Snow & Ice Reimbursement; Seconded by Legislator Addonizio. All in favor.

Item #7 - Approval/ 25CP05 – Walk in Cooler & Associated Repairs at Golf Course – Amount Not To Exceed \$50,000/ Department of Public Works Thomas Feighery

Commissioner Feighery stated that the main refrigerator on 2nd floor needs full replacement; it should have been replaced 5+ years ago. He states several years ago, a similar cooler in the basement was taken apart and repaired, which also caused structural damage to the floor and the

cost to replace was \$32,000. He stated the current replacement will be at a much lower cost, as all work will be done in-house.

Chairman Ellner requested confirmation that the replacement would include disassemble, replacement, checking for water and freon disposal.

Commissioner Feighery confirmed that it would.

Chairmen Ellner made a motion to approve 25CP05, Seconded by Legislator Crowley. All in favor.

Item #8 - Approval/ Contract- Terry Hill Route 311 Project/ Department of Public Works Commissioner Thomas Feighery & Department of General Services Commissioner John Tully

Chairman Ellner acknowledged the presence of Commissioner Tully and asked what could be discussed, as some of this is confidential.

Commissioner Feighery stated this project came up in the Capital Project Committee in 2019, but now there is a preliminary design.

Chairman Ellner asked if all the inter-municipal agreements are in place.

Heather Abissi, Senior Deputy County Attorney replied yes.

Chairman Ellner made a motion to approve the contract for the Terry Hill Route 311 Project, Seconded by Legislator Addonizio. All in favor.

Item #9 - Approval/ Budgetary Amendment 25A080 – DPW – Empire State Development Grant – Terry Hill Road Improvements/ Department of Public Works Commissioner Thomas Feighery

Chairman Ellner asked if this item is for accounting because a grant was received.

Commissioner Feighery said yes, a grant of \$500,000 will go against this project.

Chairman Ellner made a motion to approve Budgetary Amendment 25A080, Seconded by Legislator Crowley. All in favor.

Item #10 - Approval/ To Apply for NYS Roadway Departure Safety Action Plan (RwDSAP) Local Call for Projects Which Provided Federal Highway Safety Improvement Program Funds For the Stoneleigh Avenue/ Drewville Road Intersection Reconstruction Project (PIN 8761.97) In Putnam County/ Commissioner of Dept of Planning, Development & Public Transportation Barbara Barosa

Chairman Ellner acknowledged Commissioner Barosa.

Commissioner Barosa stated that DPW has been working on this project for a long time; length of time and changes led to cost overruns of potentially \$2 million. She identified the source of funding to offset and seeks approval here to apply.

Legislator Crowley stated that it's a match of \$64,020.

Chairman Ellner stated that of the \$2 million overrun, Commissioner Barosa is looking to secure \$1,280,400 less the match, but a match of \$64,020 is needed to get this funding, so this is something in need of approval. He questioned what took the work so long, so that this wouldn't happen again.

Commissioner Feighery replied that there were many moving parts.

Commissioner Carlin stated that he lives there and believes the reservoir caused difficulties and time constraints.

Deputy Commissioner Belluci stated that every utility runs through that intersection, making the work more complicated; as well as dealing with the utility companies.

Chairman Ellner questioned when the work would begin.

Deputy Commissioner Belluci replied in Spring 2026.

Legislator Crowley questioned Commissioner Barosa if it's applied for now, when the grant is expected.

Commissioner Barosa stated that fortunately, this project/ application was brought to her from DOT, there was an enrollment period that ended and was missed but as there are extra funds, she was advised to apply. She stated she expects determination soon.

Legislator Crowley asked to confirm that if approved, would the project be "shovel ready" by the Spring of 2026.

Commissioner Barosa replied yes, it should be.

Chairman Ellner requested that Commissioner Tully confirm if the County has most of the funds already.

Commissioner Tully replied yes, as far as he's aware, this would round out the budget estimate for the project.

Commissioner Barosa stated that is just the estimate, but she is trying to assure that when it goes out to bid, there are sufficient funds and that she will keep looking for other funds as well.

Legislator Crowley stated that she was just asking to confirm the nearly \$1.3 million here that would cover most of it, then that leaves \$700,000 short. She stated that it was wonderful additional funds were found and asked Commissioner Barosa if the County would be responsible for \$700,000.

Commissioner Barosa replied yes.

Chairman Ellner stated that the sooner this is out to bid, the better, as material costs go up, etc.

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

Chairman Ellner stated that he saw someone from Soil & Water Conservation District is present, so now Agenda Item #5 would be addressed.

Item #11 - Approval/ Ratification of 2025 Real Property Tax Sale/ Interim Commissioner of Finance William Carlin

Chairman Ellner stated that the County foreclosed on 56 parcels, all were put up for sale and 55 received bids. Upon approval, sales will proceed.

Commissioner Carlin stated yes and that he expected most to close.

Chairman Ellner stated that the sales would give \$1,828,15 back to the County.

Commissioner Carlin stated that is correct.

Chairman Ellner explained that Putnam County makes school districts and towns “whole”, so when the properties defaulted, the County pays the taxes and towns do not have to repay the County.

Commissioner Carlin stated that is correct, and explained that due to a Supreme Court decision, the County does not keep any profits; only breaks even or loses money if back taxes are not received back (which happened on most of the properties). He stated surplus is put into a fund and handled like a regular foreclosure, where prior owner petitions the court, receives a ruling and gets the surplus funds.

Chairman Ellner stated that about \$3.2 million of assessed value would be returned to the tax rolls and asked approximately what percentage of revenue that would generate for the County.

Commissioner Carlin stated that the funds returned to the County would be very little; less than 1% as fortunately, most people in Putnam pay their taxes.

Legislator Crowley stated that it does not seem that anything from the west side of the County is listed and asked if we do this in two parts.

Commissioner Carlin answered no, this is just unpaid parcels, and most are on eastern side of the County.

Legislator Crowley stated that it is interesting- there are no properties from Mahopac, Philipstown, Cold Spring or Nelsonville.

Commissioner Carlin stated that there is Putnam Valley and very little in Philipstown; there is nothing being withheld from here.

Chairman Ellner stated that also there is a delinquency of a certain amount of time required to be listed here.

Legislator Crowley responded that it looks close to three years.

Commissioner Carlin stated that we are catching up, as there was a moratorium imposed during Covid which put everyone in the state behind and 2019 will be done next.

Chairman Ellner asked if this is from 2018 and Commissioner Carlin stated yes.

Legislator Addonizio questioned if parcels, not homes are the majority of these.

Commissioner Carlin said that is correct.

Commissioner Carlin replied that there are a few homes but none that he knows of are occupied.

Legislator Addonizio stated that in many cases, these are adjacent properties and just provide privacy.

Chairman Ellner made a motion to approve the ratification of the 2025 Property Tax Sale; Seconded by Legislator Crowley. All in favor.

Item #12 - FYI/ Early Learning Center Student Enrollment Numbers: Currently Enrolled and Number of Students Enrolled for January 2026

Legislator Crowley made a motion to move this item to the Health Committee; since there is no one present to speak on it. There was no Second.

Chairman Ellner stated that this is just an FYI update and should be on this agenda since it has to do with renting space. He stated there are 19 students enrolled, 10 receive services through the Committee of Preschool Education, 9 are through Universal Pre-Kindergarten. There are still 5 open spots, 3 interested families and 1 transfer student. He was hoping that the larger space would be available by December and find out how many people would be available for that. He stated that if more were coming in December, then as a Physical Committee, they would have to start to look at rental space to accommodate.

Item # 13 - Other Business (None)

Item #14. - Adjournment

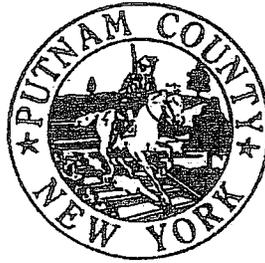
There being no further business, at 6:14 P.M., Chairman Ellner made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Administrative Assistant Mary Dechiaro.

THE PUTNAM COUNTY LEGISLATURE

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Thursday

5:30p.m.

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- 13. Other Business**
- 14. Adjournment**

BARBARA BAROSA, AICP
COMMISSIONER



cc All
Phys

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#5

MEMORANDUM

TO: Legislator Greg Ellner, Chair, Physical Services Committee
FROM: Barbara Barosa, Commissioner, Department of Planning, Development & Public Transportation
DATE: November 6, 2025
RE: Request for Presentation by Hudson Valley Regional Council

2025 NOV -6 PM 4:55
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

On behalf of the Hudson Valley Regional Council (HVRC), the Planning Department is requesting an opportunity for the HVRC to provide a 10-minute presentation to the Legislature at its next Physical Services Committee meeting. The purpose of this presentation is to highlight the County-Level Climate Adaptation and Resilience Plan (CCARP) project goals, outcomes, and benefits to Putnam County communities as well as to highlight opportunities for future engagement, participation, and feedback in the process. The presentation will further elaborate on the HVRC's partnership with Putnam County (per Resolution #213 of 2025) to develop and complete several pledge elements within the New York State Climate Smart Communities program. The presentation will be made by Sofie diTommaso, who serves at the HVRC's Resilience & Adaptation Coordinator.

About the Project:

Putnam County is currently partnering with Hudson Valley Regional Council (HVRC) to create a County-Level Climate Adaptation and Resilience Plan (CCARP), with funding from the NY Department of Environmental Conservation. Using a combination of research, data analysis, and stakeholder engagement, this project aims to support Putnam County in achieving a safer, healthier, and more prepared future. Through the process of creating a CCARP, Putnam County will complete three actions through the Climate Smart Communities program by evaluating policies for climate resilience, creating a Climate Vulnerability Assessment, and writing a Climate Adaptation Plan. The Vulnerability Assessment will identify the most significant hazards facing the County and vulnerable assets. The assessment will serve as the basis of the Climate Adaptation Plan, which will outline tangible actions for reducing risks and increasing community resilience. Completing these projects will further the County's towards CSC Silver Certification and increase competitiveness for grant applications.

Nov. Prep & Audit *cc All*
De. Fee *Reso*

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#0

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk
From: William J. Carlin, Jr., Interim Commissioner of Finance *WJC*
Re: Budgetary Amendment - **25A108**
Date: November 6, 2025

At the request of the Commissioner of Finance, the following budgetary amendment is required.

CAPITAL FUND:

Increase Estimated Appropriations:

55197000 53000 52522 Sybil Statue Renovation 10,000

Increase Estimated Revenues:

55197000 427051 52522 Outside Donations 10,000

Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Resolution is required to adjust the capital budget to account for a donation from Preserve Putnam County to fund the restoration of the Sybil Ludington Statue as per the letter enclosed. Please forward to the appropriate committee.

Approved : : _____
Kevin M, Byrne, County Executive

2025 NOV - 7 AM 11: 36
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



PRESERVE PUTNAM COUNTY

THE SOCIETY FOR THE PRESERVATION OF
PUTNAM COUNTY ANTIQUITIES AND GREENWAYS, INC.



October 29, 2025

Dear Commissioner of Finance,

We are delighted to support the restoration of the Sybil Ludington statue. Enclosed please find our contribution toward this important effort.

George Whipple
Whipple Foundation for the Preservation
of Putnam County.

Business Office
Preservation Services

12 Main Street, Suite 303
250 Old Stone Road

Brewster, NY 10509
Garrison, NY 10524

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Nov. Prep
Audit
de. Fall
Reso
#7

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk
From: William J. Carlin, Jr., Interim Commissioner of Finance
Re: Budgetary Amendment - 25A111
Date: November 10, 2025

Kye

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2025 NOV 12 AM 9:45

At the request of the Commissioner of Finance, the following budgetary amendment is required.

GENERAL FUND:

Increase Estimated Appropriations:

10085000 54646	Contracts - Putnam Golf Course	100,000
10085000 54646 10149	Contracts - Putnam Golf Course F & B	250,000
		<u>350,000</u>

Increase Estimated Revenues:

10085000 424011	Interest & Earnings	49,000
10085000 424011 10149	Interest & Earnings	30,000
10085000 420031	Income - Putnam Golf Course	51,000
10085000 420031 10149	Income - Putnam Golf Course F & B	220,000
		<u>350,000</u>

Fiscal Impact - 2025 - \$ 0
Fiscal Impact - 2026 - \$ 0

This Resolution is required to fund account for projected golf course activity through the end of the year. Please forward to the appropriate committee.

Approved : _____
Kevin M, Byrne, County Executive

25A111

11-17 → Prep.
12-5 → Full

cc: All
Reso

#8

APPROVAL/ NOTICE OF INTENT TO ACT AS LEAD AGENCY FOR SEQR REVIEW/TILLY FOSTER FARM CONSERVATION EASEMENT AMENDMENT

WHEREAS, Putnam County and the Watershed Agricultural Council ("WAC") wish to amend the Deed of Conservation Easement covering the Tilly Foster Farm (WAC Property #600), located on NYS Route 312 in the Town of Southeast, Putnam County, New York; and

WHEREAS, The County and WAC are proposing that the boundary lines of the existing Municipal Acceptable Development Area (MADA) be enlarged and that a new Acceptable Development Area (ADA) be created along the northern boundary of the MADA and along a certain portion of the road frontage of NYS Route 312; and

WHEREAS, the foregoing will result in the MADA being increased by 2.828 acres and the ADA area be increased by 0.628 acres; and

WHEREAS, in exchange, the County will add approximately 131 acres of presently unencumbered adjacent land to the Tilly Foster Farm, to be covered by the Deed of the Conservation Easement, which will be divided into Farm Area (FA) and Resource Protection Area (RPA), of which the RPA area will be 23.591 acres; and

WHEREAS, said property is undeveloped and contains a watercourse that flows directly into the NYC Middle Branch Reservoir; and

WHEREAS, no construction or physical alterations to the property will occur from the proposed action; and

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

WHEREAS, potential involved and/or interested agencies have been identified in connection with the proposed action; and

WHEREAS, a short Environmental Assessment Form (EAF) has been prepared for the proposed action; and

WHEREAS, the Putnam County Legislature, after review of the 6 NYCRR Part 617, finds that the proposed action is an Unlisted Action; now therefore be it

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

2025 OCT 29 AM 9:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

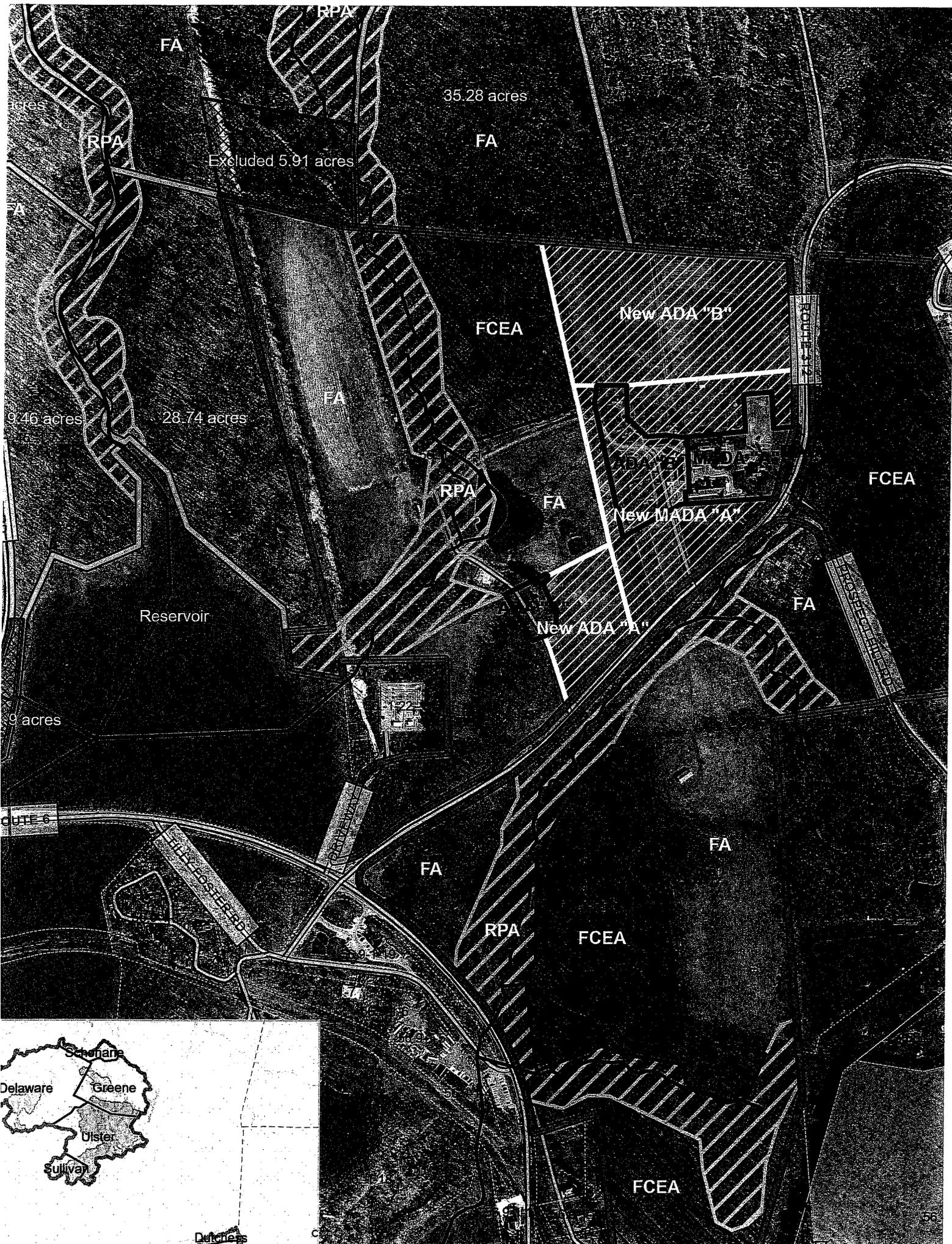
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

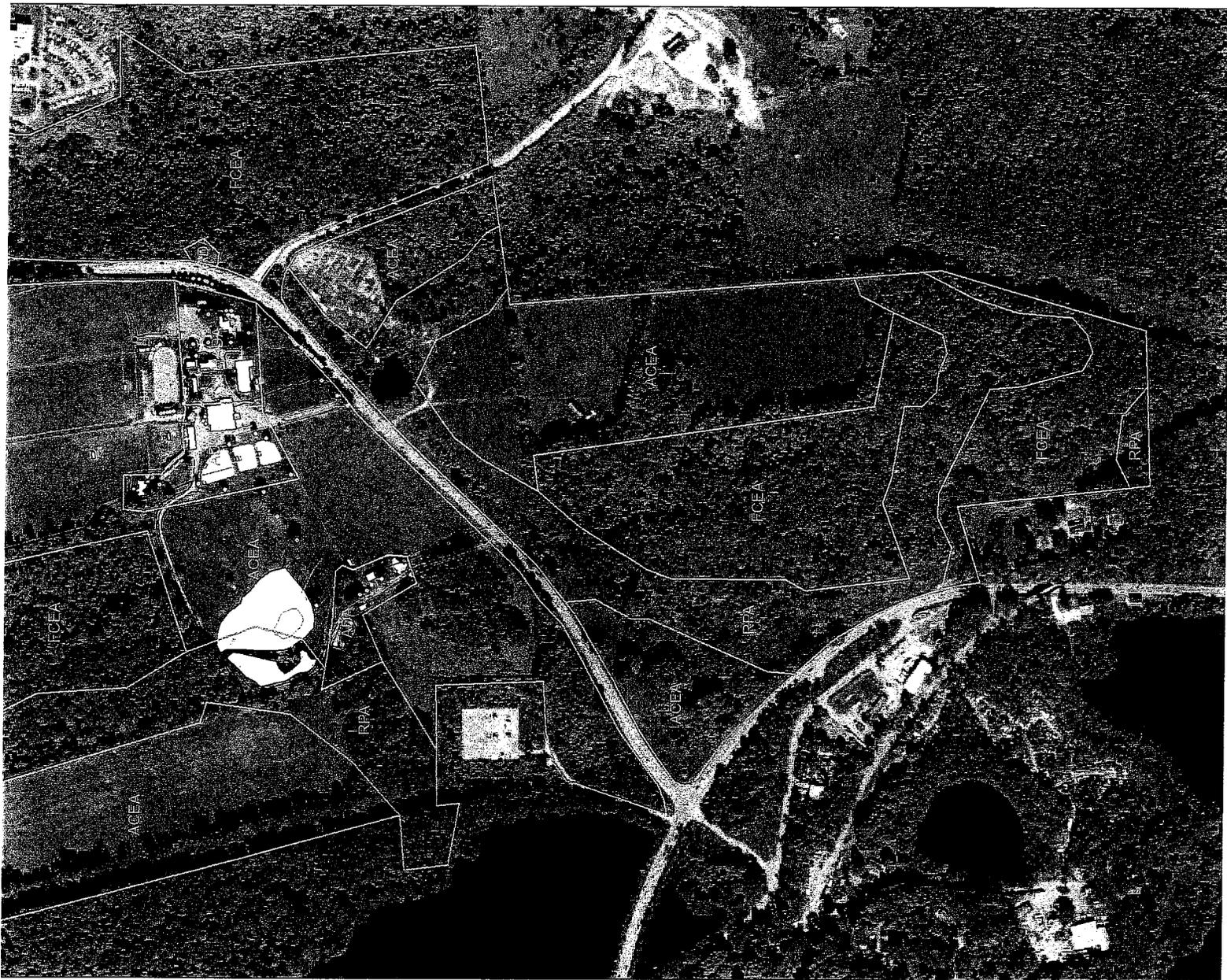
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

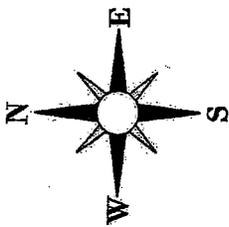
Part 1 – Project and Sponsor Information			
Name of Action or Project: Tilly Foster Farm Conservation Easement Amendment			
Project Location (describe, and attach a location map): Tilly Foster Farm, 100 Route 312, Brewster, New York			
Brief Description of Proposed Action: The proposed action involves the amendment of the Tilly Foster Farm conservation easement (WAC Property #600). The County is proposing that the boundary lines of the existing Municipal Acceptable Development Area (MADA) be enlarged and that a new Acceptable Development Area (ADA) be created along the northern boundary of the MADA and along a certain portion of the road frontage of NYS Route 312. The MADA will be increased by 2.828 acres and the ADA area by 0.628 acres. In exchange, the County will add approximately 131 acres of presently unencumbered adjacent land to the Tilly Foster Farm, to be covered by the Deed of the Conservation Easement. This added property will be divided into Farm Area and Resource Protection Area (RPA), of which the RPA area will be 23.591 acres. This property is undeveloped and contains a watercourse that flows directly into the NYC Middle Branch Reservoir. No construction or physical alterations to the property will occur from the proposed action.			
Name of Applicant or Sponsor: Putnam County Legislature		Telephone: 845-808-1020 E-Mail: putcoleg@putnamcountyny.gov	
Address: 40 Gleneida Avenue			
City/PO: Carmel		State: NY	Zip Code: 10512
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS Attorney General			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		134.456 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		321.37 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): NYC Reservoir			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO		YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO		YES
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO		YES
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO		YES
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO		YES
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO		YES
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO		YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO		YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NYC Middle Branch Reservoir _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-Eared bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		







ADDITION TO MADA "A"
AREA = 19,209 S.F.±
0.44 AC±

EXISTING MADA "A"
(SEE NOTE)

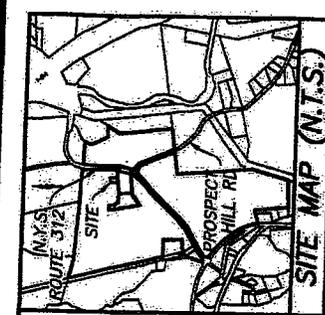
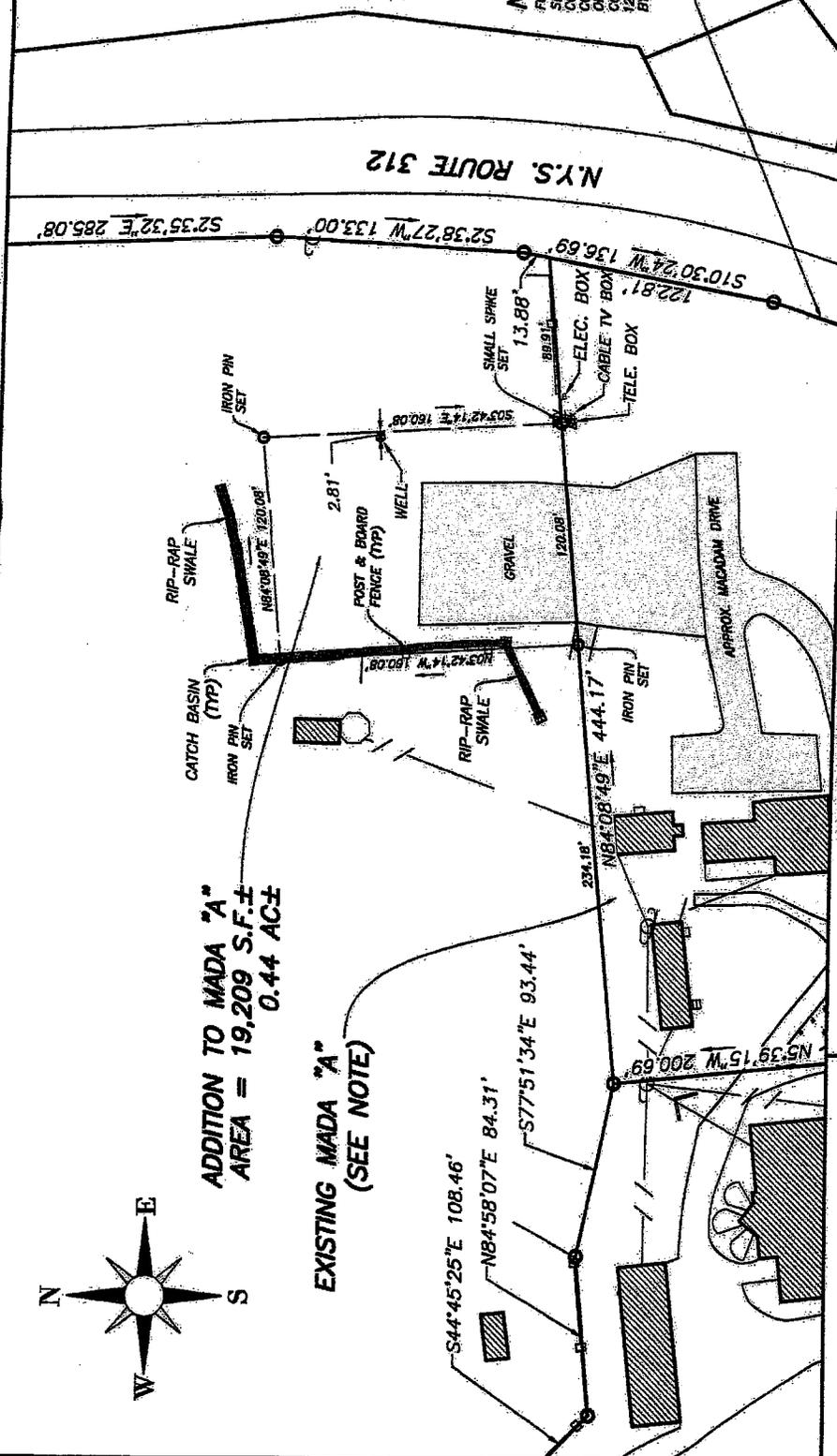


TABLE OF AREAS

PARCEL	OLD AREA	NEW AREA
MADA "A"	10,498 S.F.± 2.388 AC±	123,247 S.F.± 2.828 AC±

NOTE:
FOR COMPLETE DESCRIPTION OF ORIGINAL MADA "A"
SEE MAP ENTITLED "THE WATERSHED AGRICULTURAL
COUNCIL OF THE NEW YORK CITY WATERSHED, INC.
CONSERVATION EASEMENT SURVEY IN THE MATTER
OF ACQUIRING EASEMENTS ON THE LANDS OF THE
COUNTY OF PUTNAM," SHEET 2 OF 4, DATED
12/29/05, AND LAST REVISED ON 7/20/06, PREPARED
BY TERRY BERGENDRUFF COLLINS, P.L.S.



REVISIONS

DATE	DESCRIPTION	BY
3/19/18	ADD NOTE	DM
3/27/18	IRON PINS SET	DM

AMENDMENT TO THE MADA "A"
PREPARED FOR
PUTNAM COUNTY HIGHWAY DEPARTMENT
BEING A PORTION OF
TILLY FOSTER FARM
SITUATE IN
PUTNAM CO., N.Y.
DECEMBER 21, 2017
SCALE: 1" = 60'
COPYRIGHT © 2017 TERRY BERGENDRUFF COLLINS. ALL RIGHTS RESERVED

CERTIFICATIONS INDICATED HEREON SIGNIFY THIS SURVEY
WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE
OF PRACTICE FOR LAND SURVEYING IN THE NEW
YORK STATE ASSOCIATION OF PROFESSIONAL LAND
SURVEYORS, INC. CERTIFICATIONS SHALL RUN ONLY TO
THE PERSON FOR WHOM THIS SURVEY WAS PREPARED
AND ON HIS BEHALF TO THE TITLE CO. AND LENDING
INSTITUTION LISTED HEREON. CERTIFICATIONS ARE NOT
TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR
SUBSEQUENT OWNERS.

Terry Bergendrup Collins
TERRY BERGENDRUFF COLLINS
32 STARBUCKS DRIVE, SUITE 10509
ROCKSTER, NEW YORK 10859
P-845.278.4261 F-845.278.6838
WWW.TERRYBERGENDRUFFCOLLINS.COM

#9

**APPROVAL/ NOTICE OF INTENT TO ACT AS LEAD AGENCY FOR SEQR REVIEW/DONALD B. SMITH
CAMPUS SITE IMPROVEMENTS**

WHEREAS, the Putnam County Department of Public Works is proposing to construct various improvements to the site parking lot pavement, sidewalks, parking accommodations, site circulations and drainage located at 110 Old Route 6 in the Town of Carmel, Putnam County, New York; and

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

WHEREAS, potential involved and/or interested agencies have been identified in connection with the proposed action; and

WHEREAS, a short Environmental Assessment Form (EAF) has been prepared for the proposed action; and

WHEREAS, the Putnam County Legislature, after review of the 6 NYCRR Part 617, finds that the proposed action is an Unlisted Action; now therefore be it

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

cc All
Phys

Edward Gordon

From: Barbara Barosa
Sent: Thursday, November 6, 2025 10:06 AM
To: Diane Trabulsy; Edward Gordon
Cc: Matthew Covucci
Subject: SEQR Lead Agency Resolution and EAF - DBS Campus Site Improvements
Attachments: DBS Campus Renovations EAF.pdf; 2025-06-06_PC Smith_Full NYCDEP Set_SS.pdf; DBSCampus Lead Agency Reso (2).docx

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

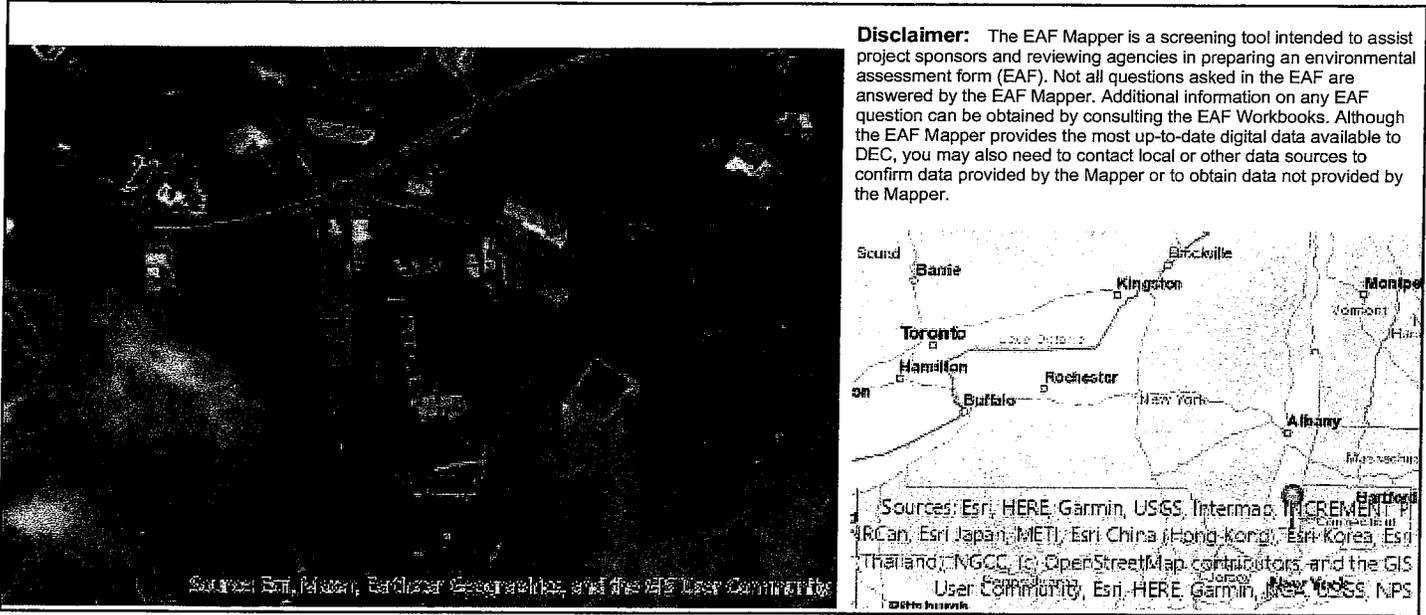
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Putnam County Donald B. Smith Campus Site Improvements			
Project Location (describe, and attach a location map): 110 Old RT 6, Carmel, NY			
Brief Description of Proposed Action: The applicant proposes to construct various improvements to the site parking pavement, sidewalks, parking accommodations, site circulations and drainage.			
Name of Applicant or Sponsor: Putnam County Legislature		Telephone: 845-808-1020	
Address: 40 Gleneida Ave		E-Mail: putcoleg@putnamcountyny.gov	
City/PO: Carmel	State: NY	Zip Code: 12508	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYCDEP			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		11.9 acres	
b. Total acreage to be physically disturbed?		3.4 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		11.9 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ No change to existing water supply.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ No change to existing water connection.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Northern Long-eared Bat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Stormwater will be collected by new drain inlets and piping and will be conveyed to new infiltration practices on site.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site code:34 0031 Class: P- Potential Containments		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: _____ Date: _____		
Signature: _____ Title: _____		



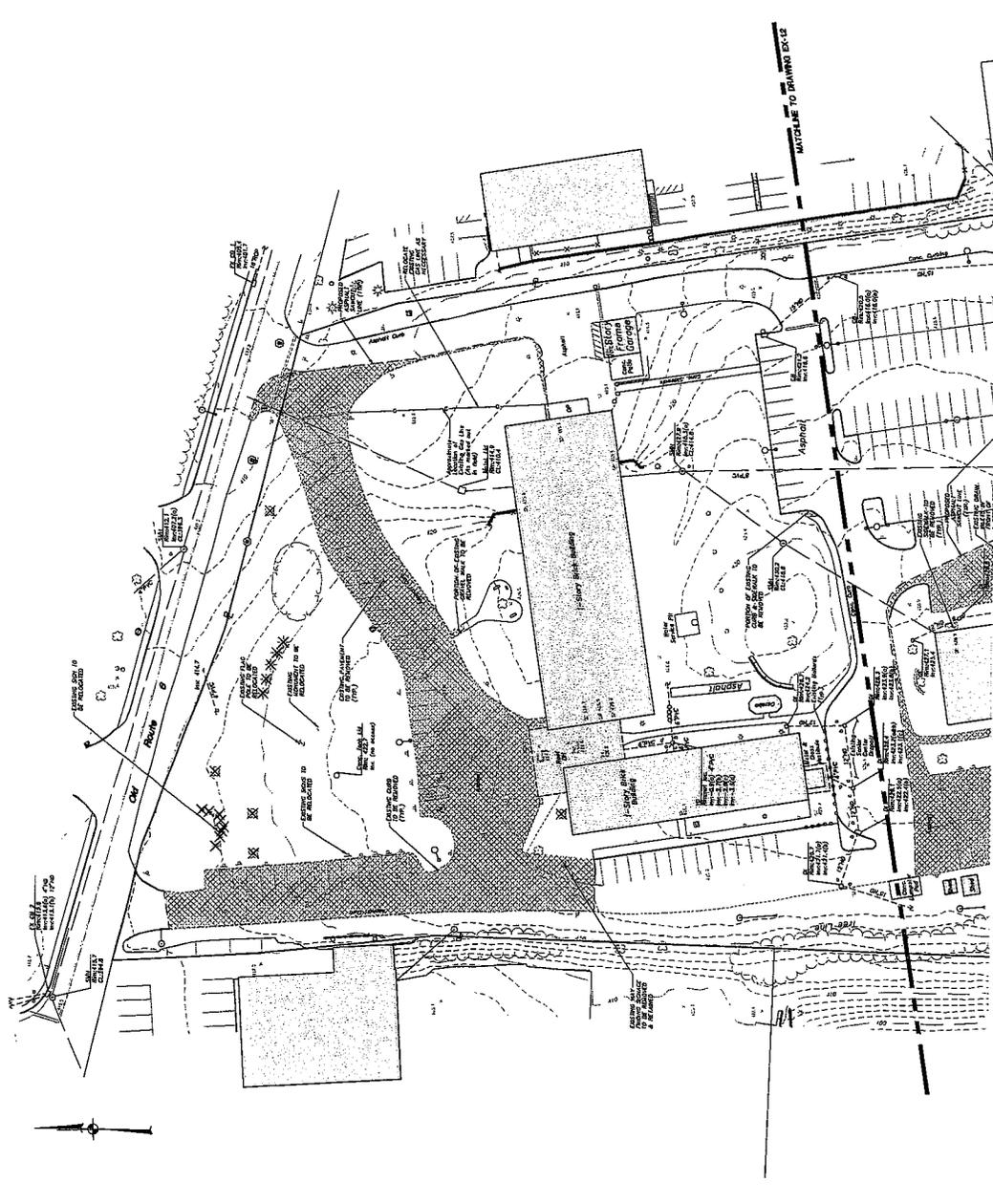
Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

LEGEND	
	EXISTING PROPERTY LINE
	EXISTING WETLAND
	EXISTING RAILROAD TRACK
	EXISTING EASEMENT
	EXISTING UTILITY LINE
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING GAS MAIN
	EXISTING FIRE HYDRANT
	EXISTING MANHOLE
	EXISTING CATCH BASIN
	EXISTING CURB
	EXISTING SIDEWALK
	EXISTING DRIVEWAY
	EXISTING FENCE
	EXISTING TREE
	EXISTING SHRUB
	EXISTING TREE TO BE REMOVED
	EXISTING STRUCTURE TO BE REMOVED

REMOVAL NOTES

1. Remove all existing structures, including but not limited to, buildings, sheds, barns, etc., as shown on this plan.
2. Remove all existing site improvements, including but not limited to, sidewalks, curbs, driveways, etc., as shown on this plan.
3. Remove all existing utility lines, including but not limited to, water, gas, electric, etc., as shown on this plan.
4. Remove all existing trees and shrubs, including but not limited to, trees, shrubs, etc., as shown on this plan.
5. Remove all existing fences, including but not limited to, fences, etc., as shown on this plan.
6. Remove all existing structures, including but not limited to, buildings, sheds, barns, etc., as shown on this plan.
7. Remove all existing site improvements, including but not limited to, sidewalks, curbs, driveways, etc., as shown on this plan.
8. Remove all existing utility lines, including but not limited to, water, gas, electric, etc., as shown on this plan.
9. Remove all existing trees and shrubs, including but not limited to, trees, shrubs, etc., as shown on this plan.
10. Remove all existing fences, including but not limited to, fences, etc., as shown on this plan.
11. Refer to the Project Specifications for additional removal notes.



NO.	DATE	REVISION	BY
1			

INSITE
ENGINEERING, SURVEYING &
LANDSCAPE ARCHITECTURE, P.C.

PROJECT:
**ELIZABETH COUNTY SOUTH CAMPUS
SITE IMPROVEMENTS**

DRAWING:
**EXISTING CONDITIONS &
REMOVALS PLAN**

DATE: 6-4-20
SCALE: 1" = 40'

PROJECT NO.: 2019
SHEET NO.: 11
SHEET TOTAL: 12

GRAPHIC SCALE
1" = 40'

THIS DRAWING IS THE PROPERTY OF INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

LEGEND

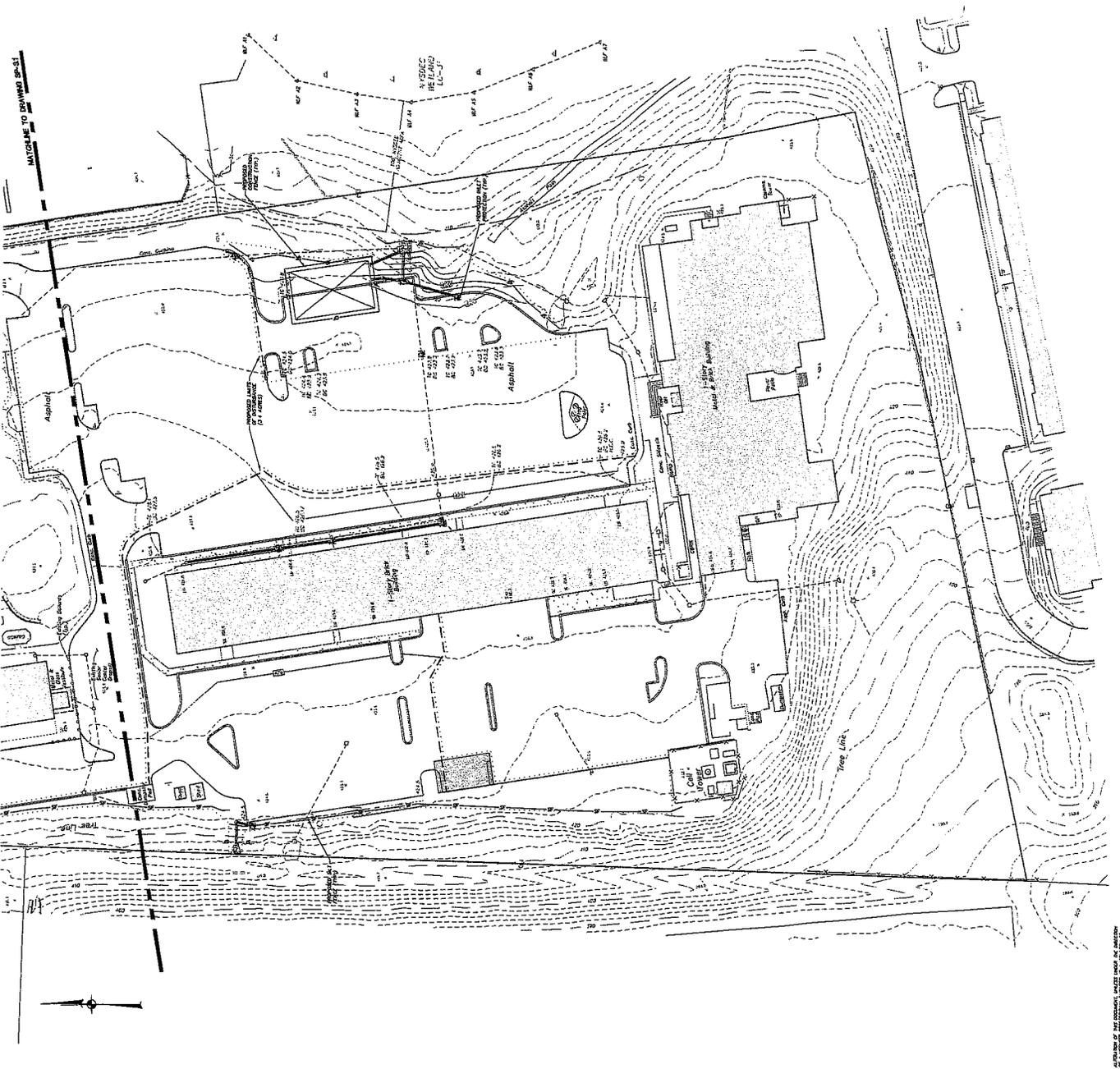
	EXISTING ROADWAY
	EXISTING UTILITY LINE
	EXISTING STRUCTURE
	EXISTING SITE AREA
	EXISTING CURB
	EXISTING SIDEWALK
	EXISTING DRIVEWAY
	EXISTING PARKING AREA
	PROPOSED DRIVEWAY
	PROPOSED SIDEWALK
	PROPOSED STRUCTURE
	PROPOSED SITE AREA
	PROPOSED CURB
	PROPOSED SIDEWALK
	PROPOSED DRIVEWAY
	PROPOSED PARKING AREA
	PROPOSED STRUCTURE
	PROPOSED SITE AREA

REQUIRED SHEET CONTENTS PER 02-0-02-001:

1. Project Name, Location, and Project Description.
2. Site Plan showing proposed and existing structures, parking areas, and site improvements.
3. Erosion and Sediment Control Plan showing proposed and existing erosion control measures.
4. Stormwater Management Plan showing proposed and existing stormwater management measures.
5. Traffic Impact Study showing proposed and existing traffic patterns.
6. Utility Location Map showing proposed and existing utility lines.
7. Construction Schedule showing proposed and existing construction activities.
8. Construction Methods showing proposed and existing construction techniques.
9. Construction Safety Plan showing proposed and existing safety measures.
10. Construction Environmental Protection Plan showing proposed and existing environmental protection measures.
11. Construction Quality Control Plan showing proposed and existing quality control measures.
12. Construction Closeout Plan showing proposed and existing closeout procedures.
13. Construction Record Plan showing proposed and existing record keeping procedures.
14. Construction Change Order Process showing proposed and existing change order procedures.
15. Construction Dispute Resolution Process showing proposed and existing dispute resolution procedures.
16. Construction Insurance and Bonding showing proposed and existing insurance and bonding requirements.
17. Construction Payment Schedule showing proposed and existing payment schedules.
18. Construction Schedule showing proposed and existing construction activities.
19. Construction Methods showing proposed and existing construction techniques.
20. Construction Safety Plan showing proposed and existing safety measures.
21. Construction Environmental Protection Plan showing proposed and existing environmental protection measures.
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23. Construction Closeout Plan showing proposed and existing closeout procedures.
24. Construction Record Plan showing proposed and existing record keeping procedures.
25. Construction Change Order Process showing proposed and existing change order procedures.
26. Construction Dispute Resolution Process showing proposed and existing dispute resolution procedures.
27. Construction Insurance and Bonding showing proposed and existing insurance and bonding requirements.
28. Construction Payment Schedule showing proposed and existing payment schedules.

REQUIRED POST-CONSTRUCTION PERFORMANCE MANAGEMENT PRACTICE COMPONENTS:

1. Construction Schedule showing proposed and existing construction activities.
2. Construction Methods showing proposed and existing construction techniques.
3. Construction Safety Plan showing proposed and existing safety measures.
4. Construction Environmental Protection Plan showing proposed and existing environmental protection measures.
5. Construction Quality Control Plan showing proposed and existing quality control measures.
6. Construction Closeout Plan showing proposed and existing closeout procedures.
7. Construction Record Plan showing proposed and existing record keeping procedures.
8. Construction Change Order Process showing proposed and existing change order procedures.
9. Construction Dispute Resolution Process showing proposed and existing dispute resolution procedures.
10. Construction Insurance and Bonding showing proposed and existing insurance and bonding requirements.
11. Construction Payment Schedule showing proposed and existing payment schedules.
12. Construction Schedule showing proposed and existing construction activities.
13. Construction Methods showing proposed and existing construction techniques.
14. Construction Safety Plan showing proposed and existing safety measures.
15. Construction Environmental Protection Plan showing proposed and existing environmental protection measures.
16. Construction Quality Control Plan showing proposed and existing quality control measures.
17. Construction Closeout Plan showing proposed and existing closeout procedures.
18. Construction Record Plan showing proposed and existing record keeping procedures.
19. Construction Change Order Process showing proposed and existing change order procedures.
20. Construction Dispute Resolution Process showing proposed and existing dispute resolution procedures.
21. Construction Insurance and Bonding showing proposed and existing insurance and bonding requirements.
22. Construction Payment Schedule showing proposed and existing payment schedules.



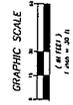
INSITE
ENGINEERING SURVEYING & LANDSCAPE ARCHITECTURE, P.C.
COLUMBIAN COUNTY-SMITH CAMPUS
SITE IMPROVEMENTS
EROSION & SEDIMENT CONTROL PLAN

DATE: 05-25
SCALE: 1" = 30'

PROJECT NUMBER: 02-0-02-001
DATE: 05-25
SCALE: 1" = 30'

DATE: 05-25
SCALE: 1" = 30'

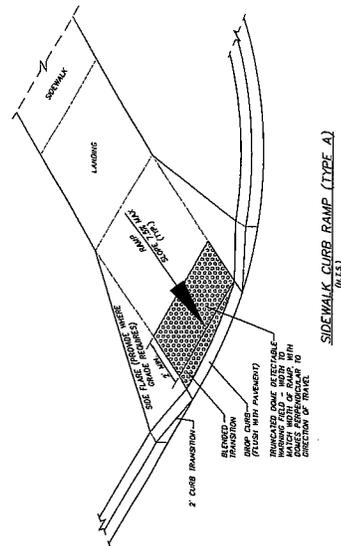
DATE: 05-25
SCALE: 1" = 30'



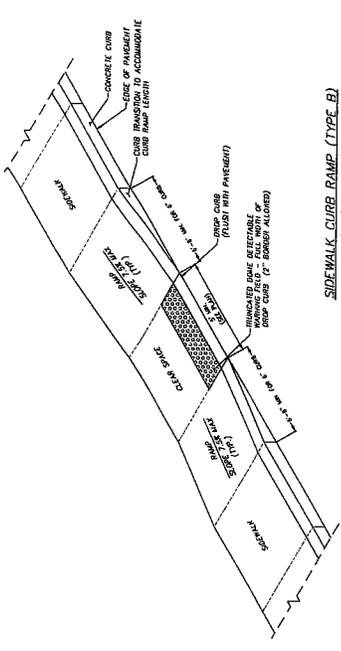
DATE OF REVISION: 05-25-2005
SCALE: 1" = 30'

GENERAL NOTES FOR ACCESSIBLE ROUTES:

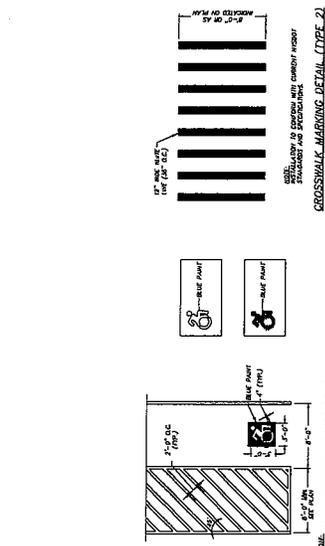
1. All accessible routes shall be constructed to meet the minimum requirements of the Americans with Disabilities Act (ADA) and the ADA Standards for Accessible Design (2010).
2. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
3. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
4. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
5. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
6. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
7. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
8. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
9. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
10. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
11. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
12. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
13. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
14. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).
15. All accessible routes shall be constructed to meet the minimum requirements of the ADA and the ADA Standards for Accessible Design (2010).



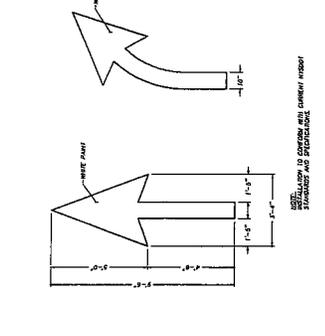
SIDEWALK CURB RAMP (TYPE A)
(R.15.3)



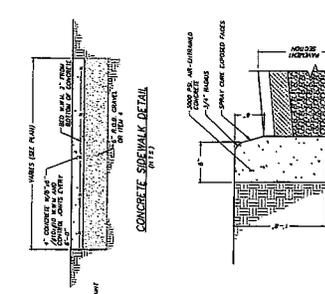
SIDEWALK CURB RAMP (TYPE B)
(R.15.3)



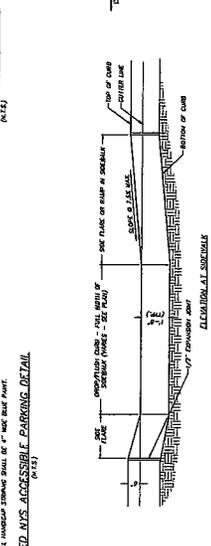
CROSSWALK MAROONING DETAIL (TYPE 2)
(R.15.3)



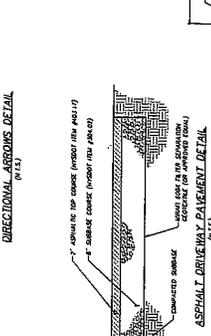
CONCRETE SIDEWALK DETAIL
(R.15.3)



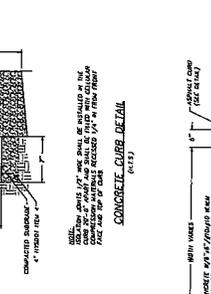
CONCRETE CURB DETAIL
(R.15.3)



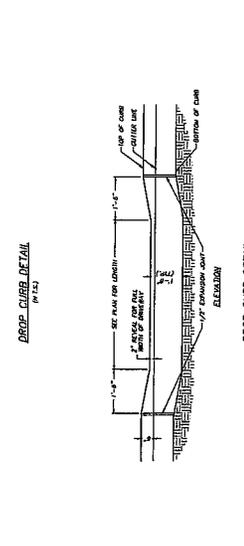
PAINTED ACCESSIBLE PARKING DETAIL
(R.15.3)



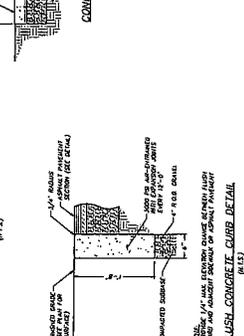
DIRECTIONAL ARROWS DETAIL
(R.15.3)



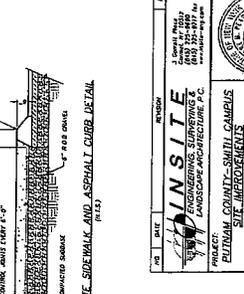
CONCRETE SIDEWALK AND ASPHALT CURB DETAIL
(R.15.3)



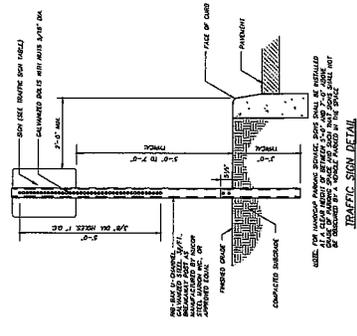
DROP CURB DETAIL
(R.15.3)



ASPHALT DRIVEWAY PAVEMENT DETAIL
(R.15.3)



FLUSH CONCRETE CURB DETAIL
(R.15.3)

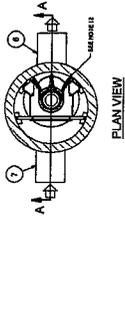


TRAFFIC SIGN DETAIL
(R.15.3)

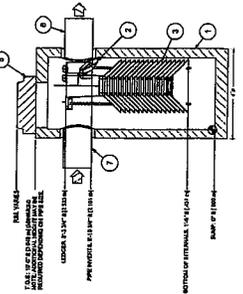
WINSITE ENGINEERING, SURVEYING & CONSULTING, INC.		
SITE IMPROVEMENTS		
PROJECT: PLATNAM COUNTY-SMITH CAMPUS		
1000 S. ...		
DATE: ...		
SCALE: ...		
SHEET: ...		
TOTAL SHEETS: ...		
DRAWN BY: ...		
CHECKED BY: ...		
APPROVED BY: ...		

GENERAL PLANTING NOTES:

1. All plantings shall be installed in accordance with the City of ...
2. All plantings shall be installed in accordance with the City of ...
3. All plantings shall be installed in accordance with the City of ...
4. All plantings shall be installed in accordance with the City of ...
5. All plantings shall be installed in accordance with the City of ...
6. All plantings shall be installed in accordance with the City of ...
7. All plantings shall be installed in accordance with the City of ...
8. All plantings shall be installed in accordance with the City of ...
9. All plantings shall be installed in accordance with the City of ...
10. All plantings shall be installed in accordance with the City of ...
11. All plantings shall be installed in accordance with the City of ...
12. All plantings shall be installed in accordance with the City of ...
13. All plantings shall be installed in accordance with the City of ...
14. All plantings shall be installed in accordance with the City of ...
15. All plantings shall be installed in accordance with the City of ...



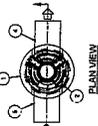
PLAN VIEW



SECTION A-A

HYDRO-SHIELD ADVANCE RADIUS HYDRODYNAMIC SEPARATOR DETAIL

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	HYDRO-SHIELD ADVANCE RADIUS HYDRODYNAMIC SEPARATOR	1	EA	17,000	17,000
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100



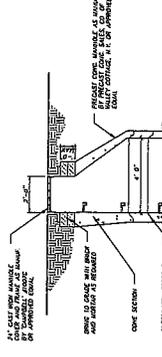
PLAN VIEW



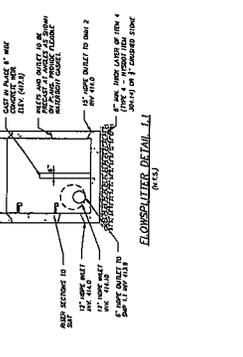
SECTION A-A

HYDRO-INTERNAL FIRST DEFENSE HYDRODYNAMIC SEPARATOR

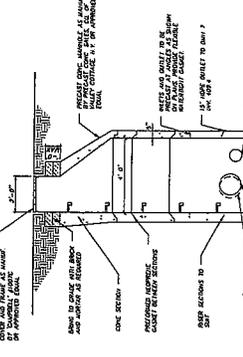
ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	HYDRO-INTERNAL FIRST DEFENSE HYDRODYNAMIC SEPARATOR	1	EA	17,000	17,000
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100



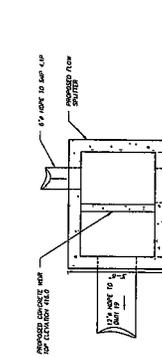
FLOW SPLITTER DETAIL 1.1



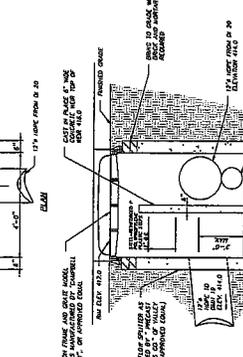
FLOW SPLITTER DETAIL 1.2



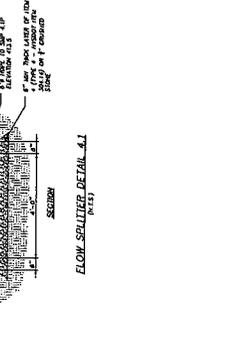
FLOW SPLITTER DETAIL 1.3



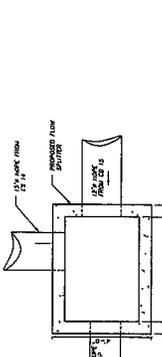
FLOW SPLITTER DETAIL 2.1



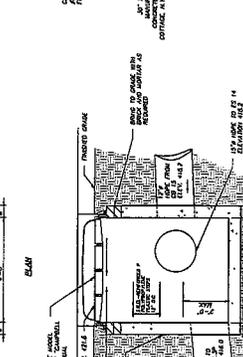
FLOW SPLITTER DETAIL 2.2



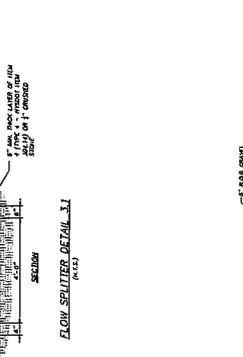
FLOW SPLITTER DETAIL 2.3



FLOW SPLITTER DETAIL 3.1



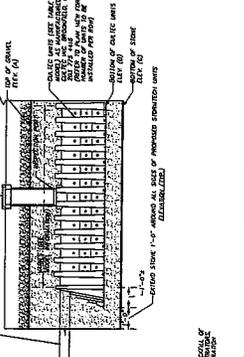
FLOW SPLITTER DETAIL 3.2



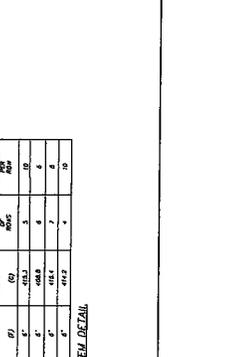
FLOW SPLITTER DETAIL 3.3



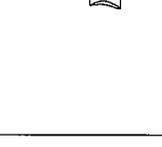
FLOW SPLITTER DETAIL 4.1



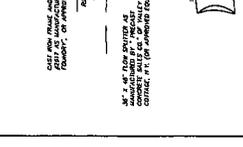
FLOW SPLITTER DETAIL 4.2



FLOW SPLITTER DETAIL 4.3



FLOW SPLITTER DETAIL 5.1



FLOW SPLITTER DETAIL 5.2



FLOW SPLITTER DETAIL 5.3

NOTES: 1. ALL CONCRETE SHALL BE CAST IN PLACE AND FINISHED TO THE FINISH SURFACE. 2. ALL STEEL SHALL BE GALVANNEAL. 3. ALL PIPE SHALL BE 150 LB. WEIGHT PER FOOT. 4. ALL VALVES SHALL BE 150 LB. WEIGHT PER FOOT. 5. ALL MANHOLES SHALL BE 150 LB. WEIGHT PER FOOT. 6. ALL GRASS SHALL BE 100 LB. WEIGHT PER FOOT. 7. ALL PAVING SHALL BE 100 LB. WEIGHT PER FOOT. 8. ALL LANDSCAPE SHALL BE 100 LB. WEIGHT PER FOOT. 9. ALL PLANTING SHALL BE 100 LB. WEIGHT PER FOOT. 10. ALL OTHER MATERIALS SHALL BE AS SHOWN ON THE DRAWINGS.

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	FLOW SPLITTER	1	EA	100	100
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

STORMWATER INFILTRATION SYSTEM DETAIL

DATE: 10/15/2010
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 PROJECT: 10-10-10-10
 SHEET: 10-10-10-10

INSITE
 ENGINEERING, SURVEYING &
 LANDSCAPE ARCHITECTURE, P.C.
 1000 SOUTH CAMPUS
 SITE IMPROVEMENTS
 100 SOUTH CAMPUS, ANNE ARUNDEL COUNTY, MD 21038

DATE: 10/15/2010
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 PROJECT: 10-10-10-10
 SHEET: 10-10-10-10

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	HYDRO-SHIELD ADVANCE RADIUS HYDRODYNAMIC SEPARATOR	1	EA	17,000	17,000
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	HYDRO-INTERNAL FIRST DEFENSE HYDRODYNAMIC SEPARATOR	1	EA	17,000	17,000
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	FLOW SPLITTER	1	EA	100	100
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	FLOW SPLITTER	1	EA	100	100
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	FLOW SPLITTER	1	EA	100	100
2	CONCRETE	1.5	CU YD	120	180
3	STEEL	10	LB	1.5	15
4	PIPE	10	FT	10	100
5	VALVE	1	EA	100	100
6	MANHOLE	1	EA	100	100
7	GRASS	10	SQ YD	10	100
8	PAVING	10	SQ YD	10	100
9	LANDSCAPE	10	SQ YD	10	100
10	PLANTING	10	SQ YD	10	100

cc: Cill Physical - now
Full Dec
Rejo
#10

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

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

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

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

WHEREAS, the County of Putnam and the New York State Department of Transportation continue their combined efforts to improve and enhance transportation services in Putnam County, such services provided by and through the Putnam Area Rapid Transit (PART) system, and includes, without limitation, expanding and/or making connections to the regional transit services network, as set forth in the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, collectively Project ID Number 8824.14, attached hereto as Schedule "A" and Schedule "B", which is fully executed and in effect January 1, 2025 through December 31, 2025; and

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

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

RESOLVED, that the County of Putnam be and is hereby authorized to enter into the Intercity Bus/Mass Transportation Joint Service Supplemental Agreement No. 1 to C041573, attached hereto as Schedule "A," with the New York State Department of Transportation for the maintenance of the Park and Ride Lots in Putnam County and payment for passenger transfers between PART and other commuter transportation systems, as well as for the operation of the Croton Falls Commuter Shuttle, collectively Project ID Number 8824.14; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Supplemental Agreement No. 1 to C041573 between the County of Putnam and the New York State Department of Transportation for the Putnam County Parking and Transfer

LEGISLATURE
PUTNAM COUNTY

Program shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed \$287,000 in monthly or quarterly reimbursements for the period of January 1, 2026 through December 31, 2026, with a total contract amount of \$750,000; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for the operation of the Park & Ride facilities for the period January 1, 2026 through December 31, 2026 or such period as otherwise may be agreed to between Putnam County and New York State, are not to exceed \$52,000 and be it further

RESOLVED, that payments to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for Marketing and Promotion for the period January 1, 2026 through December 31, 2026 or such period as otherwise may be agreed to between Putnam County and New York State up to \$33,000 and Connecting Services will be reimbursed up to \$3,000, and be it further

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

Sponsor: **Putnam Moves Shuttle**

PIN: **8824.14** BIN: _____

Comptroller's Contract No. **C041573**

Supplemental Agreement No. **1**

Date Prepared: **10/2/25** By: **KL**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to C041573 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

Putnam County (the Sponsor)

Acting by and through the **County Executive, Kevin M. Byrne**
with its office at **40 Gleneida Avenue, 3rd Floor, Carmel, NY 10512.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- Amends a previously adopted Agreement by adding:
 - Appendix B M/WBE/SDVOB.
 - Retention Exhibit.
 - Other: _____

Amends the text of the Agreement as follows (insert text below):

Sponsor: **Putnam Moves Shuttle**
PIN: **8824.14** BIN: _____
Comptroller's Contract No. **C041573**
Supplemental Agreement No. **1**
Date Prepared: **10/2/25** By: **KL**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

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

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

Project Duration: January 1, 2026 through December 31, 2026

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*												
<p>Task 1 Core Bus Operations The County will operate an intercity/inter-municipal comprehensive bus service within Putnam County, NY, which will include connections to destinations in surrounding areas outside the County. The service will meet the goals and objectives of the County and the NYSDOT and be consistent with recommendations of the County's Transportation Task Force and other stakeholders to the extent feasible.</p> <p>The precise routes and schedules of the service will be mutually agreed upon between the County and NYSDOT and be publicly available and distributed in appropriate formats (e.g., paper and electronic) and written languages.</p> <p>The service and vehicles shall be in compliance with and operated/maintained in accordance with the Transportation and Vehicle & Traffic Laws of the State of New York, applicable Federal motor vehicle safety standards, applicable safety rules, and regulations governing motor carriers of passengers. In addition, the County shall maintain optimized operations using innovative and cost effective service techniques to best serve the customers including but not limited to using appropriately sized vehicles commensurate with ridership demand, which will be fully climate controlled and offer a generally accepted comfortable ride.</p>	<p>Payment of the unfunded operating deficit by NYSDOT to the Contractor will be made on a reimbursement basis monthly or quarterly and not to exceed \$287,000 with the operating deficit as total operating cost minus farebox revenues, STOA and the required local match as shown below.</p> <p style="text-align: center;">Compensation Summary:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>January 1, 2026 through December 31, 2026</td> <td></td> </tr> <tr> <td>Predicted Total Operating Cost:</td> <td>\$330,000</td> </tr> <tr> <td>Less Predicted Farebox:</td> <td>-\$ 10,000</td> </tr> <tr> <td>Less Predicted STOA:</td> <td>-\$30,000</td> </tr> <tr> <td>Less Predicted Local Match:</td> <td>-\$3,000</td> </tr> <tr> <td>Predicted Operating Deficit:</td> <td>\$287,000</td> </tr> </table> <p>In support of any payment requests submitted for this task, the County will report expenses and revenues, as well as its required contribution of a local match to STOA, which is estimated to be at least \$ 3,000.</p> <p>Any modification to services, operations, or fares requires mutual agreement between the County and the NYSDOT and shall not be unreasonably denied. Modifications that result in cost savings will reduce the cost to the State in an amount equal to or greater than the total cost reduction or may be reinvested in other work tasks upon mutual agreement. Any increase in services will be permitted and may be included in the calculation of total operating costs, which may determine the state reimbursement to the Contractor contingent on available funding and the service expansion having prior NYSDOT approval.</p>	January 1, 2026 through December 31, 2026		Predicted Total Operating Cost:	\$330,000	Less Predicted Farebox:	-\$ 10,000	Less Predicted STOA:	-\$30,000	Less Predicted Local Match:	-\$3,000	Predicted Operating Deficit:	\$287,000	<p>\$287,000</p>
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<p>Task 2 Marketing and Promotion The County and/or service operator will promote the bus service using all appropriate opportunities (e.g., radio, TV, websites/online, social media, and print advertising); leveraging 'earned' media opportunities, attendance at employer 'transportation days' and conferences; dissemination of literature on-board buses as well as other venues. The marketing plan and strategy shall be mutually agreed upon and any information that lists, cites, or references NYSDOT or the State of New York in any way, <u>requires</u> prior NYSDOT approval and coordination.</p>	<p>Reimbursement from the State will be made monthly or quarterly from a Payment Request Form or State Voucher and will include supported documentation of receipts and other forms of documentation for all expenses paid.</p>	<p>\$33,000</p>
<p>Task 3 Disposition of Farebox & Revenue The County/operator shall be deemed a trustee and agent with respect to the receipt of all Operating revenues (e.g., 'Farebox' including but not limited to: cash fare, multi-trip, monthly, MTA Metro-North Railroad's Uniticket and any other forms of revenue such as advertising) raised from the operation of this bus service as specified under this contract. As such, the County/operator, will collect, receive, hold and administer revenue, notably the farebox as well as set fare structure in accordance to FTA requirements. As an incentive to increase ridership, the Contractor shall keep 100% of the farebox revenue above the predicted amount indicated in Task 1. All fare prices/costs and strategies shall be in concurrence with NYSDOT. Where actual revenues go to the County, in the case of Agency sponsored discounts, (e.g., Social Services, or MTA Metro-North Railroad Uniticket) the County will provide an accounting of the revenue the County or Agency sponsor received and is attributable to each run of passenger service. Operating revenues will be segregated and reported by key components of the service.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>
<p>Task 4 Connecting Services To encourage passenger travel throughout the regional transit system, the County will provide discounted or free transfer fares to the extent possible to any passenger connecting from the Putnam County operated system (e.g., "PART, "Putnam Moves", etc.) to either the Westchester County operated system ("The Bee Line"), or the Housatonic Area Regional Transit ("HART") system, etc. The County will also reasonably cooperate or directly participate with or in other programs and services (e.g., Guaranteed Ride Program) to facilitate travelers' transit needs.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$3,000</p>

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

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

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

Intercity Bus/Mass Transportation Joint Service Agreement

Comptroller's Contract No. C041573

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

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

and,

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

Now, therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. *Penalties and Liquidated Damages.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. *Records.*

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

5. *Recovery of Overpayments.*

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

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

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

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

7. *Exculpation/Indemnification.*

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

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

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

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

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

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

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

9. Notices.

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

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

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

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

9.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Municipality/Sponsor:

By: [Signature]

NAME

Title: Chair, UC Legislature

Municipality/Sponsor Attorney (If applicable)

By: [Signature]

Clinton G. Johnson, Esq.
Printed Name

Title: Ulster County Attorney

STATE OF NEW YORK

)ss.:

COUNTY OF Ulster

On this 1st day of April, 2025 before me personally came Peter Chazwell to me known, who, being by me duly sworn did depose and say that he/she resides at Kingston, New York; that he/she is the Chairman of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the Legislature of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on February 18, 2025 and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

NOTARY PUBLIC

[Signature]

ERIC V. STOCK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST8219880
Qualified in Ulster County
Commission Expires April 5, 2026

APPROVED FOR NYSDOT:

BY: [Signature]

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

Date: MAY 05 2025

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

APPROVED
DEPT. OF AUDIT & CONTROL

May 16 2025
Chris Richards

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

FOR THE STATE COMPTROLLER

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

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

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

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

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

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

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

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

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

#11

APPROVAL/GRANT APPLICATION/OFFICE FOR SENIOR RESOURCES/NEW YORK STATE
DEPARTMENT OF TRANSPORTATION FTA SECTION 5310 GRANT PROGRAM

WHEREAS, when County matching funds are required Section 5-1(D)(1) of the Putnam County Code requires the Legislature to approve all grant applications and subsequent renewals thereof prior to submission for all applications requiring County matching funds; and

WHEREAS, this Section also provides that in the case when time is of the essence and Legislature approval before submission is not possible, the Legislature shall be furnished the grant application for consideration by the next Full Legislature meeting; and

WHEREAS, the Putnam County Office for Senior Resources is seeking approval for a grant in the amount of \$736,586.00 under the New York State Department of Transportation FTA Section 5310 Grant Program which requires a County matching fund of \$147,317.20; and

WHEREAS, this application submission is due by December 5, 2025 which may not be in a timely manner for approval of the Full Legislature; and

WHEREAS, this grant application was considered and approved by the Health, Social, Educational & Environmental Committee of the Putnam County Legislature at its November 17, 2025 meeting; now therefore be it

RESOLVED, that the Putnam County Legislature approves retroactively the application of the Office Senior Resources for a \$736,586.00 grant under the New York State Department of Transportation FTA Section 5310 Grant Program.

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE



Reso
MARLENE G. BARRETT
DIRECTOR

cc: all
Phys

MEMORANDUM

DATE: November 5, 2025
TO: Honorable Toni Addonizio
Chair of Health, Social, Educational & Environmental Committee
CC: Diane Trabulsy
Clerk to the Legislature
FROM: Marlene Barrett 
Director
RE: OSR 2025-2026 Grant Application for FTA Section 5310 Funding

2025 NOV - 6 PM 3: 19
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

The Office for Senior Resources (OSR) is seeking approval from the Legislature to apply for a grant to provide funding through the 2025-2026 FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program for the purchase of six (6) buses to replace an aging fleet and to purchase a route assistance software program to enhance the efficiency of our transportation services.

It is our intent to apply for funding for these buses and a software program at a total cost of \$736,586.00. This grant will cover 80% of the cost or \$589,268.80. The county will be required to match at 20% of the cost or \$147,317.20.

Item	Estimated Cost	Federal Assistance Requested (80%)	Applicant (County) Share (20%)
Buses (6 @ \$121,031 ea.)	\$726,186.00	\$580,948.80	\$145,237.20
Software Program	\$ 10,400.00	\$ 8,320.00	\$ 2,080.00
Total	\$736,586.00	\$589,268.80	\$147,317.20

The application submission deadline is December 5, 2025. A draft copy of the grant application is attached for your review. It is respectfully requested that this matter be placed on the agenda of the Health, Social, Educational & Environmental Committee scheduled for Monday, November 17th. I intend to attend this meeting to provide any needed overview of this application.

Thank you for your consideration.



Department of Transportation

2025 - 2026 FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Application

General Overview

Please consult the 2025 FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions to review the specific eligibility requirements prior to beginning the Application. The Application is designed to facilitate program eligibility determinations based on the program requirements described in the Guidance.

Application Information Requirements

Information necessary to submit a complete Application includes:

- Application Completed and Signed/Submitted Electronically
- Public Notice Affidavit
- Title VI Plan
- Independent Cost Estimate (ICE) for Non-OGS Capital Requests (If Applicable)
- Incidental Use Request (If Applicable)
- Indirect Cost Approval or Support Documentation (If Applicable)
- Third-Party Lease and Service Agreements (If Applicable)
- Smart Growth Questionnaire (If Applicable)
- Other supporting documentation as necessary

Completing the Application

The Application is an Adobe PDF-fillable form. To start, save a copy of the form to your computer. Open the saved form to start entering the requested information. Web browsers such as Apple Safari, Google Chrome and Mozilla may have their own non-Adobe PDF readers set as the default reader. To use one of these browsers, change the default PDF viewer setting to Adobe Reader. Internet Explorer is no longer compatible. Use Adobe Acrobat Standard or Pro to maximize the functionality in the form. Adobe Reader will also work for most functions. Please be sure to enable the form if necessary.

Please use the "Tab" function as you navigate through the form to ensure questions are answered in the correct order. As responses to questions are provided, portions of the application that do not apply will become blank. Therefore, please take care when answering questions to ensure the correct questions appear relative to your project/application needs. Applicants shall be required to complete all required fields as they appear in the application. **Required fields are designated by a preceding asterisk (*).**

Submitting Completed Application to NYSDOT

The completed Application and any required information described above, must be submitted no later than **November 3, 2025** to: 5310MobilityApplications@dot.ny.gov. To facilitate the submission of the Application, you may want to zip any large files prior to attaching them as the limit on overall file size is approximately 20MB.

Questions regarding this Application may be directed to: 5310MobilityApplications@dot.ny.gov.



PART A: APPLICANT INFORMATION

*Legal Agency/Business Name: Putnam County

DBA Name: Office for Senior Resources * Entity Type: Government Authority, Certification/Board Resolution

*Complete the following Table. Click on the check box to attach any required documents: [checked]

Table with 5 columns: SFS Vendor ID No., Federal ID No., Unique Entity ID, and two empty columns. Row 1: 1000002443, 14-6002759, empty, empty, empty.

*Applicant Location Area: NYMTC-Mid-Hudson South TCC Includes Rural funding? No

Applicant Primary Contact Information:

Salutation: Mrs. *First Name: Marlene *Last Name: Barrett

*Title: Director

*Address 1: 110 Old Route 6, Bld. 3

Address 2:

*City: Carmel *State: NY *Zip Code: 10512 *Phone No: (845) 808-1700

*Email Address: marlene.barrett@putnamcountyny.gov *Web Address: www.putnamcountyny.gov/osr

[checked] Check here if contracting address and contact address are the same. If not, please provide the contracting address below:

PART B: PRIMARY PURPOSE/SYSTEM DESCRIPTION

In the space provided, briefly describe your agency's mission and services. Space is limited to the visible area:

*Agency Mission Statement: The Putnam County Office for Senior Resources (OSR) coordinates and administers programs and services for older residents. Its primary focus is developing long-term care initiatives that meet the needs of older adults and support their caregivers.

*Services currently provided: The Office for Senior Resources (OSR) promotes the independence, health, and well-being of older adults and caregivers in Putnam County through a wide range of programs, including case management, nutrition, transportation (including on-demand medical transportation), home care, caregiver support, and wellness initiatives.

*PRIMARY COUNTY BEING SERVED: Click in the box for scroll bar. Putnam

*Service Area(s): List the Village/Town/City Served. Carmel, Kent (Lake Carmel), Patterson, Southeast, Village of Brewster, Mahopac, Mahopac Falls, Village of Cold Spring, Village of Nelsonville. Philipstown. Garrison. Putnam Valley

*Describe service delivery methods, including resources:

OSR offers an array of transportation services designed to support older adults throughout Putnam County. Rides are provided for medical appointments for individuals who no longer drive and are not eligible for Medicaid. In addition, door-to-door transportation is available to all four Friendship Centers for participation in the nutrition program, grocery shopping, retail trips, and recreational or social activities. These services help bridge gaps in areas where public transportation is limited by offering accessible, community-based alternatives.

*Number of staff dedicated to transportation services in your organization:

*What phrase best describes membership or registration requirements for your organization's program?

*What phrase best describes any religious, religious institution/organization affiliation your organization or organization's name has:

Describe the membership/registration requirements or any religious affiliations:

Registration is required of an older adult (60+) to receive services such as congregate meals, participate in recreation or fitness classes, home delivered meals, case management, and medical transportation. Caregiver Support Services also require registration for counseling and case management.

PART C: CONSUMER DEMOGRAPHICS

*Working across the rows, enter data in the table below. Percentages calculate based on information entered. Data must be obtained from a recognized source.

*Data source(s) used to determine demographic information:

Age Groups Served	Service Area Population	Percent	Number of Consumers Served	Percent of Consumers Served	Number of Disabled Served	Percent of Disabled Served
Under 5 years of age	4427	5%	0	0%	0	0%
5 to 19 years of age	15379	16%	0	0%	0	0%
20 to 44 years of age	30208	31%	0	0%	0	0%
45 to 59 years of age	21185	22%	136	5%	5	2%
60 to 74 years of age	18930	19%	998	35%	74	33%
Over 75 years of age	7931	8%	1741	61%	147	65%
Total	98060	100%	2875	100%	226	100%

PART D: PROJECT FUNDING REQUEST

*Briefly describe the overall project. Include planned use of funding for which you are applying. Space is limited to the visible area.

The Office for Senior Resources (OSR) is seeking funding to replace six aging buses in our current fleet and to purchase routing software that will enhance the efficiency of our transportation services. These vehicles and technology upgrades are essential to ensuring the continued safe and reliable transportation of older adults throughout Putnam County. Replacing high-mileage vehicles will help prevent service disruptions due to mechanical failures and reduce the costly repairs often associated with older buses. In addition, implementing new routing software will allow us to optimize routes, improve scheduling, and potentially expand our capacity to serve more residents. This project will strengthen our ability to provide consistent, dependable, and cost-effective transportation for those who rely on our services.

*Check the box(es) in the Table corresponding to the funding for which you are applying, and complete the Table. Funding choice(s) determine the Application Parts to be completed. Continue application by going to the next applicable section.

Funds Applying for:	Required Part(s):	Estimated Project Costs	Federal Assistance Requested	Applicant Share	Project Start Date	Project End Date
<input checked="" type="checkbox"/> Capital: Vehicle	E1	\$ 726,186.00	\$ 580,948.80	\$ 145,237.20	01/01/2026	01/01/2031
<input checked="" type="checkbox"/> Capital: Other Capital	E1a	\$ 10,400.00	\$ 8,320.00	\$ 2,080.00	01/01/2026	01/01/2031
<input type="checkbox"/> Operating Assistance (OA)	E2	\$ 0.00	\$ 0.00	\$ 0.00		
<input type="checkbox"/> Mobility Management	E3	\$ 0.00	\$ 0.00	\$ 0.00		
Total:		\$ 736,586.00	\$ 589,268.80	\$ 147,317.20		

PART E1: PROJECT INFORMATION - Capital Vehicle

Leave this Part blank if you did not apply for Capital Vehicle Assistance.

1. Select anticipated use(s) for the grant award:

Continue Existing Service(s)

2. Select main objective for the proposed project:

Increase alternatives to public transportation that assist 5310 program's intended population

3. Describe how the proposed project addresses the Section 5310 program objective selected above:

This project directly supports the Section 5310 program objective of increasing alternatives to public transportation for older adults and individuals with disabilities. By replacing six aging buses and implementing new routing software, the Office for Senior Resources (OSR) will enhance the reliability and efficiency of its door-to-door transportation services. Although public transportation is available in parts of Putnam County, access remains limited due to fixed routes that serve only certain

4. Identify all unmet needs the proposed project seeks to address:

The proposed project seeks to address several unmet transportation needs within Putnam County: (1) Lack of Service Coverage: The western part of the county currently has no access to daily public transportation, leaving many older adults and individuals with disabilities without reliable mobility options. (2) Need for Better Route Coordination: Current routes are limited in flexibility. Implementing routing software will improve coordination, reduce travel times, and increase overall service efficiency. (3) Unique Demographic and Population

5. Why are the current services provided in your service area insufficient to meet the needs identified above?

Current transportation services can be improved upon to better meet the needs of older adults across Putnam County. Without routing software, coordination and route optimization are challenging, which limits our ability to serve a greater number of residents efficiently. In addition, our aging fleet increases the risk of service interruptions and costly repairs, potentially affecting reliability and consistency.

6. Will requested vehicle(s) ever transport consumers under the age of 21 to or from a school?

No

7. Does your organization operate exclusive school transportation service?

No

7a. Describe school services:

n/a

8. Is your organization exempt from the school bus restriction as permitted under 49 CFR 605?

No

Attach Exemption

9. Is your organization currently regulated by NYSDOT as a "Contract or Common Carrier"?

No

10. Will vehicles be maintained under NYSDOT Operating Authority?

No

NYSDOT Operating Authority No:

Provide explanation:

n/a

11. Who will your organization serve with the vehicles?

Agency consumers

Provide explanation including any individual fare charges:

Before use of our transportation service, an eligible resident must register first and be put on a route by the Transportation Coordinator. There is no fee to use this service, rather a client can give an anonymous voluntary contribution that goes back into the program.

PART E1: SUPPORTING DOCUMENTS: VEHICLE REQUEST(S)

*Attach current Fleet Inventory including year, make, model, passenger capacity, mileage and condition.

*Attach current maintenance plan review

List other Grant fund(s) source(s):

County funded

To request up to six (6) vehicles, complete the Table below. Where applicable, enter numbers only- no commas. Prices will be automatically generated, and totaled, based on Lot(s) selected. Although boxes expand to fit descriptions, do not exceed the space provided.

Lot Tab after selection	Extended Price	Purpose	Fuel	Replacement Vehicle Model year	Replacement Vehicle Make/Model/Type	Replacement Vehicle VIN	Replacement Vehicle Mileage	Other Grant Funds	Amount of Other Grant Funds
G	\$ 121,031	Replacement	Gas	2019	E450 Phoenix	1FD FE4FS2KDC07332	77,949	No	
G	\$ 121,031	Replacement	Gas	2019	E450 Phoenix	1FD FE4FS0KDC07331	75,481	No	
G	\$ 121,031	Replacement	Gas	2019	E450 Phoenix	1FD FE4FS2KDC04608	71,480	No	
G	\$ 121,031	Replacement	Gas	2019	E450 Phoenix	1FD FE4FS8KDC07318	69,418	No	
G	\$ 121,031	Replacement	Gas	2019	E450 Phoenix	1FD FE4FS4KDC07333	51,755	No	
G	\$ 121,031	Replacement	Gas	2021	E350	1FD EE3FK6MDC40648	52,355	Yes	\$ 61,293
Total	\$ 726,186								\$ 61,293.42

PART E1a: PROJECT INFORMATION - OTHER CAPITAL

Leave this Part blank if you did not apply for Other Capital Assistance.

1. Select anticipated use(s) for the grant award:

Computer Software

2. Select main objective for the proposed project:

Expand Service(s)

3. Describe how the proposed project addresses the Section 5310 program objective selected above:

The proposed project supports the Section 5310 objective by improving service efficiency through route assistance software. This technology will optimize routes, reduce vehicle wear and fuel costs, and allow the program to serve more clients without increasing expenses, ultimately expanding transportation access for older adults and individuals with disabilities.

4. Identify all unmet needs the proposed project seeks to address:

The proposed project seeks to address unmet needs including inefficient route planning, limited-service coverage, particularly in less densely populated areas, and the inability to accommodate additional clients due to scheduling and resource constraints. Implementing route assistance software will improve coordination, reduce vehicle downtime, and enhance the program's capacity to serve more residents effectively across the county.

5. Why are the current services provided in your service area insufficient to meet the needs identified above?

The county's public transportation system operates as an on-demand, contracted service; therefore, any routing software they may use does not align with or meet the specific needs of how our program is structured and operated. Implementing dedicated route assistance software will allow us to optimize routes, expand service coverage, and better meet the growing transportation needs of older adults and individuals with disabilities throughout the county.

6. For Software/Hardware Purchases, explain how the use of this equipment would improve service and how it complements other services in the Community.

The use of route assistance software will improve service by streamlining trip scheduling and route planning, resulting in more efficient transportation operations. This technology will reduce travel time, fuel consumption, and vehicle wear, allowing staff to focus more on client service and safety. By optimizing routes, the program can serve additional clients without increasing costs. The software also complements existing community transportation services by enhancing coordination and reducing overlap with other providers, ensuring that older adults

7. For non-OGS vehicle Purchases, explain how the use of this equipment would improve service and how it complements other services in the Community.

n/a

8. For Shop Equipment or other Maintenance Purchases, explain if these assets will be owned and operated by the applicant or leased to an operator. If leased, please attach the planned lease agreement with the application.

n/a

9. For Facilities and Pedestrian improvements, please identify how the project benefits will be allocated to the target population.

n/a

PART E1a: SUPPORTING DOCUMENTS: OTHER CAPITAL REQUEST(S)

*Attach the Independent cost estimate (ICE) for this purchase and the planned procurement methodology

*Attach proposed maintenance plan for the Federally Funded Asset

For up to seven (7) Other Capital Requests, complete the Table below. Where applicable, enter numbers only - no commas.

Describe	Physical Address of Asset	Unit Cost	Qty	Total Cost	Purpose	Age	Federal Share	Local Match
Computer Software	110 Old Rt.6 Carmel, NY	650.00	16	\$-10,400.00	New	0.00	\$ 8,320.00	\$ 2,080.00
Select One				\$ 0.00	Select One		\$ 0.00	\$ 0.00

Total				\$ 10,400.00			\$ 8,320.00	\$ 2,080.00
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PART E1b: SMART GROWTH THRESHOLD QUESTIONS

Complete Part E1b only if you have indicated in Part D that you are requesting Other Capital Assistance. If your answer to the first question is "Yes" you will also have to complete questions 2-4.

- 1. *Does your request for Capital Assistance include funds for bus shelters or facilities? Yes No
- 2. Is any part of the proposed project outside of the Transit Sponsor's owned property? Yes No
- 3. Is the project likely to affect surface or groundwater; impact air quality; or affect historic or archeological resources? Yes No
- 4. Is this a new project which has not been included in the Transit Sponsor's regular planning process? Specifically, a project not yet discussed or coordinated with state, local, or federal government agencies and is not included in municipal or regional planning plans? Yes No

An affirmative response to one or more of the Smart Growth Questions requires submission of the Smart Growth Screening Tool with this Application.

PART E2: PROJECT INFORMATION - Operating Assistance

Leave this Part blank if you did not apply for Operating Assistance.

- 1. Select anticipated use(s) for the grant award:
- 2. Select main objective for the proposed project:

3. Describe how the proposed project addresses the Section 5310 program objective selected above:

4. Identify all unmet needs the proposed project seeks to address:

5. Why are the current services provided in your service area by public or private transit providers insufficient to meet the needs identified above?

6. Will service be operated by the Applicant?

6a. Percentage of the equipment be owned by the lessee or private operator:

7. Describe how the project will be operated by a lessee or private operator under contract with the Applicant:

PART E2 SUPPORTING DOCUMENTS: OPERATING ASSISTANCE

Select a response from the drop-down boxes, then enter data in the shaded cells to complete the Operating Assistance Project Cost Table.

Section	Operating Assistance Project Costs	Amount
<input type="checkbox"/> Attach Detailed Budget	Total Project Operating Expenses	\$ 0.00
Fare Box and Other Revenue	Select One	\$ 0.00
	Sub-Total	\$ 0.00
	Net Project Costs	\$ 0.00
Total Other FTA Matching Funds	Select One	\$ 0.00
	Sub-Total Other FTA Funds	\$ 0.00
Applicant Non-FTA Matching Share	Net Project Costs Less FTA Funds	\$ 0.00
	Select One	\$ 0.00
	Select One	\$ 0.00
	Select One	\$ 0.00
	Matching Share Amount Sub-Total	\$ 0.00
	Net Project Cost Less Local Funds	\$ 0.00
Request	Eligible 5310 Federal Share Award Maximum	\$ 0.00
	Federal Share	\$ 0.00

PART E3: PROJECT INFORMATION - MOBILITY MANAGEMENT

Leave this Part blank if you did not apply for Mobility Management.

1. Select anticipated use(s) for the grant award:

2. Select main objective for the proposed project:

3. Describe how the proposed project addresses the Section 5310 program objective selected above:

4. Identify all unmet needs the proposed project seeks to address:

5. Why are the current services provided insufficient to meet the needs identified above?

6. What efforts will the Applicant undertake to leverage funds from other sources to implement/provide/sustain these services?

PART E3 SUPPORTING DOCUMENTS: MOBILITY MANAGEMENT/RELATED PROGRAM COSTS

Complete the Mobility Management Project Cost Tables by entering Expenses in the shaded cells.

Section	Mobility Management Project Costs	Amount
Personnel Services <input type="checkbox"/> Attach Duties Descriptions	Expenses - Salary	
	Administrative	\$ 0.00
	Mobility Management	\$ 0.00
	Support Staff	\$ 0.00
	Other	\$ 0.00
	Sub-Total	\$ 0.00
	Expenses - Fringe Benefits	
	Fringe Benefits	\$ 0.00
	Sub-Total	\$ 0.00
	Expenses - Travel	
	Staff Travel Allowance	\$ 0.00
	Sub-Total	\$ 0.00
	Total Personnel Services	\$ 0.00
Support	Expenses - Support	
	Outreach Services	\$ 0.00
	Facility Costs	\$ 0.00
	Other Support Costs	\$ 0.00
	Total Support	\$ 0.00
Total Mobility Management Costs	\$ 0.00	

Complete the Mobility Management Project Cost Tables by entering Matching Fund(s) information in the shaded cells.

Section	Local Matching Share Contribution	Amount
	Total Mobility Management Costs	\$ 0.00
Matching Share Contribution	Local Matching Share Contribution	
	Select One	\$ 0.00
	Matching Share Amount Sub-Total	\$ 0.00
	Net Project Cost Less Local Funds	\$ 0.00
	Eligible 5310 Federal Share Award Maximum	\$ 0.00
	Federal Share	\$ 0.00

PART F: PERFORMANCE MEASURES

The following Performance Measures are established in the FTA Section 5310 Program. Complete each portion as it applies to this Application. These Performance Measures will be included in Schedule B of the Contract if awarded funds.

***For All Requests:**

Briefly describe the efforts made to coordinate services with Human Services or other agencies in your geographic area. Include a statement regarding the impact on budgets and efficiencies/innovations obtained or planned (space is limited to visible area):

The Office for Senior Resources continues to coordinate closely with the Putnam County Department of Planning, Development and Public Transportation to supplement access in transportation services for older adults. In collaboration with Putnam County Rapid Transit and Paratransit, we work to provide alternative transportation options that enable older adults to travel throughout the community to essential destinations such as medical appointments, grocery stores, and social activities. While these partnerships have enhanced coordination and expanded service options, a key limitation remains that Putnam County transportation serves only a small portion of the county. To sustain and improve service delivery, we have relied on funding through past 5310 grants and capital project allocations to maintain and replace our aging fleet, a necessary but increasingly costly effort. These collaborative approaches continue to promote efficiency and innovation in service delivery, while maximizing the use of available funding sources to meet the growing transportation needs of older residents and individuals with disabilities.

For Vehicle and/or Operating Assistance Requests:	Measure	Current 5310	New 5310
Number of vehicles used to provide seniors and persons with disabilities service	Number	7	6
Number of seniors and persons with disabilities needing wheelchair positions	Annually	3	3
Vehicle miles traveled	Annually		
Vehicle miles	Daily Average	48.00	50.00
One-way trips provided to seniors and persons with disabilities	Annual Number		
Number of Riders per trip	Average		
Round-Trip length (miles)	Average		
Normal number of days vehicles in operation	Weekly		
Normal hours of vehicle operation	Daily		
Normal hours of vehicle operation	Annually		

Other Capital or Physical Improvements: Describe any changes or additions to transportation facilities, sidewalks, technology and/or vehicles that impact the availability of transportation services as a result of a project implemented in the current reporting year.

During the current reporting year, several initiatives enhanced the availability of transportation services. Putnam County Transit launched an on-demand microtransit service providing shared rides based on passenger requests. The service, available in Southeast, Patterson, and Carmel, offers greater flexibility and serves all paratransit riders with wheelchair accessible vehicles. Through grant funding from NYSOFA, OSR continued to expand its GoGoGrandparent program, which offers a set number of free rides to preregistered older adults who attest to being low-income with no available transportation.

Numbers of Consumers in targeted population anticipated to be served annually by this improvement:

147

Mobility Management: Select up to six (6) performance measures from the following categories in the Table which will be used to measure success. The Performance Objective boxes will expand to fit, however, please do not exceed the space limits of this page.

Category	Performance Objective	Measure	Quarterly Target Attainment
Select One			

PART G: CIVIL RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY AND TITLE VI REQUIREMENTS

Refer to the FTA guidance regarding Civil Rights and the NYSDOT information and technical guidance for service providers. Regarding your Civil Rights program, answer the following questions for the past three (3) years. Provide explanations as required.

*1. Has any investigation, lawsuit, or complaint alleging discrimination been filed against the applicant or any subrecipient?

No

[Empty text box for explanation]

*2. Have any Civil Rights Compliance Review Activities or investigations been conducted?

No

[Empty text box for explanation]

3. Regarding your Equal Employment Opportunity (EEO) Program, if in Part B you indicated 50 or more staff are dedicated to Transportation Services.

Attach your EEO Plan, or the timeline by which you will meet the requirement for a plan prior to award.

Attach Title VI Plan

PART H: PUBLIC PARTICIPATION AND COORDINATION REQUIREMENTS

*Please check the box to submit the required documentation with your Application as described below.

Copy of Public Notice paid advertisement(s)

List of the private bus and taxi companies; public transportation operators; and human service agencies to whom Notice was sent.

*Is your comment period complete?

No

*Date comment period ended or will end:

11/13/2025

*Did you receive any comments, proposals, or other communication in response to your Notice?

No

Describe:

No comments received at the time of submission.

PART I: LOCALLY DEVELOPED, COORDINATED PUBLIC TRANSIT HUMAN SERVICES TRANSPORTATION PLAN

*Name/Title of Plan:

*Plan Date: *Date Plan last modified/updated:

*Indicate if projects applied for are derived from a locally developed Public Transit-Human Service Transportation Plan, compliant with FTA Circular FTA C 9070 .1 G.

*Coordinated plan page number(s) that support application: Page(s) Through

Or list pages separately, e.g. 1,4, 6, 8:

Coordination with Other Organizations: From the drop down boxes, select up to six (6) areas of coordination and coordination activities performed To add or delete rows, use the buttons. The Performance Objective boxes will expand to fit, however, please do not exceed the space limits of this page.

Attach Formal Agreements

Area of Coordination	Coordination Activity	Coordinating Agency/Organization Name	Formal Agreement
Title IIIB Older Americans	Trips	Putnam County Office for Senior Resources	No
Local Public Transit System	Trips	Putnam Area Rapid Transit (PART)	No
Local Public Transit System	Trips	Putnam County On-Demand/Microtransit services/Paratransit	No
Developmental Disabilities	Referrals	Putnam ARC	No
Developmental Disabilities	Referrals	Hudson Valley Cerebral Palsy Association	No
Other: Older Adults Transport	Other: Ride Coordination	GoGoGrandparents	No

PART J: APPLICANT AFFIRMATIONS, CERTIFICATIONS AND ASSURANCES

*Select One:

Section 5307 Direct Recipients only: Check the appropriate box below

- My Certifications and Assurances documents are previously signed and on file. I will complete the Affirmation of Applicant.
- I have not previously signed the 2025 FTA Certifications and Assurances and/or have not selected #11. I will complete the sections below.

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as selected below, to be applicable to each application made to the Federal Transit Administration (FTA) in Federal Fiscal Year 2025, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent the Applicant.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

Federal Fiscal Year 2025 Certifications and Assurances for Transit Assistance Programs: For the purposes of this Application, all Applicants MUST comply with the following Certifications and Assurances: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

1. Certifications And Assurances Required Of Every Applicant
3. Tax Liability And Felony Convictions
4. Private Sector Protections
5. Transit Asset Management Plan
11. Enhanced Mobility Of Seniors And individuals With Disabilities Programs

*Checking this box signifies your intent to comply with all of the above listed provisions. FTA intends that these certifications and assurances should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2025 .

Applicants may wish to include one or more of the following Categories of Certifications and Assurances by selecting one or more of the choices from the list below. To select more than one, click on one choice then, use the Control or Shift keys to select others. To select all of these additional provisions, check here:

<input type="checkbox"/>	6. Rolling Stock Buy America Reviews And Bus Testing
<input type="checkbox"/>	7. Urbanized Area Formula Grants Program
<input type="checkbox"/>	10. Grants For Buses And Bus Facilities And Low Or No Emission Vehicle Deployment Grant Program
<input type="checkbox"/>	12. State Of Good Repair Grants
<input type="checkbox"/>	14. Alcohol And Controlled Substances Testing
<input type="checkbox"/>	16. Demand Responsive Service
<input type="checkbox"/>	17. Interest And Financing Costs

Affirmation of Applicant

Has your organization been a previous recipient of FTA funds?

Yes

The Applicant certifies and assures NYSDOT that the project(s) submitted in this application is/are derived from the Locally Developed Public Transit-Human Service Transportation Plan, compliant with Federal Transit Administration Circular FTA C 9070. 1G. Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

By signing this application, you are certifying that all information and data on this application are true and correct to the best of your knowledge and belief and are supported by your records.

*Applicant Signature

Marlene Barrett
Digitally signed by Marlene Barrett
Date: 2025.10.30 13:40:58 -04'00'

PART K: FTA CERTIFICATIONS AND ASSURANCES, ATTORNEY AFFIRMATION

Part K is not required if you have indicated in Part J that you have the Affirmation on file, or are a 5307 Direct Recipient.

AFFIRMATION OF APPLICANT'S ATTORNEY

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated at the link above. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant. I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Attorney Signature

PART L: Certification to Restrictions on Lobbying

AFFIRMATION OF APPLICANT'S ATTORNEY

By signing below, Applicant certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Modifications have been made to the clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section A 3801, et seq., apply to this certification and disclosure, if any.

Applicant Signature **Marlene Barrett**

Digitally signed by Marlene Barrett
Date: 2025.10.30 13:41:46 -04'00'

PART M: SUBMITTING THE APPLICATION

Save the Application using the following naming convention that includes your Applicant name and description, for example, "Human Service Agency X 5310 App 2025 ". Print a copy for your records.

To submit: Email 5310MobilityApplications@dot.ny.gov with the Application as an attachment. Attach additional documents as needed. Consider zipping your file or sending in multiple emails if over 20mb. Please use your agency name in the email subject line, followed by "2025 5310 Application Submission". Send the email to complete the Application submission process.

Nov:
Phup. Approval
Dec - Full
CC: All
#12

APPROVAL/ GRANT APPLICATION/ COMMUNITY RESILIENCY, ECONOMIC SUSTAINABILITY, AND TECHNOLOGY PROGRAM /SYBIL LUDINGTON STATUE RESTORATION PROJECT

WHEREAS, Section 5-2(E) of the Putnam County Code provides that an applicant of any grant application that does not require local Putnam County (“the County”) matching funds shall notify the Putnam County Legislature (“the Legislature”) prior to the submission of a grant application and, further, if the Legislature objects to such grant application, the applicant shall not apply for said grant; and

WHEREAS, by and through the State of New York and the Office of Senator Peter Harckham, the County has the opportunity to apply for a Community Resiliency, Economic Sustainability, and Technology Program (CREST) grant in the amount of \$50,000 administered by the Dormitory Authority of the State of New York (“DASNY”) for the restoration of the Sybil Ludington Statue; and

WHEREAS, the purpose of the grant funds is to subsidize the costs associated with the Project; and

WHEREAS, there is no matching fund requirement by the County to accept the CREST grant for the Project; now therefore be it

RESOLVED, that the Legislature authorizes and approves the County’s submission, by the Department of Planning, Development and Public Transportation, of its application for a \$50,000 grant administered through DASNY and awarded by the Community Resiliency, Economic Sustainability, and Technology (CREST) Program for the Project; and be it further

RESOLVED, that this resolution shall take effect immediately.

2025 NOV -5 PM 1: 54
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

CHAIR
ENVIRONMENTAL CONSERVATION

COMMITTEES
ALCOHOLISM AND SUBSTANCE USE DISORDERS
CRIME VICTIMS, CRIME AND CORRECTIONS
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
AND MILITARY AFFAIRS

**THE SENATE
STATE OF NEW YORK**



PETER B. HARCKHAM
SENATOR, 40TH DISTRICT

ALBANY OFFICE
315 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-2340

DISTRICT OFFICE
1 PARK PLACE
SUITE 302
PEEKSKILL, NEW YORK 10566
(914) 241-4600

October 24, 2025

Dear Grantee,

I am pleased to inform you that the Sybil Ludington project has been allocated \$50,000 through the Community Resiliency, Economic Sustainability, and Technology (CREST) Capital Reimbursement Grant Program to be used towards the Sybil Ludington project.

This allocation recognizes your organization's potential to significantly contribute to community resiliency, economic sustainability, and technological advancement.

To move forward with the formal application and approval process, please follow the steps outlined below.

1. Required Documentation

To submit along with your completed Preliminary Application (PA), please provide the following mandatory supporting documents:

Project-Specific Documents

- Vendor quotes or bids for the project
- A detailed project description
- Project deed or lease agreement
- A signed letter confirming your organization will cover any project costs that exceed the allocated amount

Organizational Documents

- CHAR 500 form
 - 990 Form
 - List of Board Members
 - Completed Church and State Declaration (template attached)
 - Letter outlining that you are in good standing with the IRS (template attached)
-

2. Review and Approval Process

1. The Senate Finance Committee will first review your PA and supporting documents for completeness and eligibility.
2. Once approved by the Committee, your application will be forwarded to the Dormitory Authority of the State of New York (DASNY) for further due diligence and project activation.

CHAIR
ENVIRONMENTAL CONSERVATION

COMMITTEES
ALCOHOLISM AND SUBSTANCE USE DISORDERS
CRIME VICTIMS, CRIME AND CORRECTIONS
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
AND MILITARY AFFAIRS

**THE SENATE
STATE OF NEW YORK**



PETER B. HARCKHAM
SENATOR, 40TH DISTRICT

ALBANY OFFICE
315 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-2340

DISTRICT OFFICE
1 PARK PLACE
SUITE 302
PEEKSKILL, NEW YORK 10566
(914) 241-4600

3. Project Activation and Contract

Upon final approval from DASNY, the following steps will occur:

- Project Identification Number (PIN): DASNY will assign a PIN and send your organization a due diligence package with detailed instructions and additional required paperwork.
- Grant Disbursement Agreement (GDA): After obtaining all necessary governmental approvals, DASNY will send two copies of the GDA to your organization.
- Commencing Work: Once both copies of the GDA are signed and returned, your organization is formally in contract with the state. You may then begin incurring eligible project costs and submitting reimbursement requests.

Important Note on Reimbursement

It is strongly advised that you DO NOT begin your project or incur costs until you have executed the contract with the state through DASNY. CREST grants are reimbursement-based. This means your organization must pay project costs upfront and request reimbursement from DASNY later.

We are excited about the impact your project will have and are committed to supporting you throughout this process. If you have any questions or need assistance, please contact Sarah Perez at Perezs@nysenate.gov or (518) 455-2340.

Congratulations on your allocation. We look forward to working with you to bring your project to life.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter B. Harckham".

Senator Pete Harckham
SD 40

#13

ADOPTION SEQRA NEGATIVE DECLARATION/ APPROVAL LEASE AGREEMENT/
APPROVAL LAND USE ZONING EXEMPTION FOR THE FACILITY

WHEREAS, the Town of Philipstown is the owner of the property located at 50 Fishkill Road, Cold Spring, New York (“Property”); and

WHEREAS, the County desires to use a portion of the Property for the installation of a 120 foot cellular monopole tower with the associated equipment shelter, backup generators and telecommunications equipment; and

WHEREAS, the County, working with Motorola, desires to use a portion of the Property to install the support structure and compound area necessary to accommodate the emergency telecommunications coverage needs of various County Emergency Service Departments; and

WHEREAS, the County and Motorola desire to enter into a public private partnership with the Town of Philipstown by entering into a lease agreement (“Agreement”), a copy of which is attached hereto as Schedule “A”, for the purpose of constructing the monopole tower and supporting equipment (the “Facility”), with County emergency service antennas located thereon all of which shall be situated on or within the lease parcel; and

WHEREAS, the property is subject to a conservation easement with the Open Space Institute (“OSI”), of whom the County has worked closely with to receive authorization/ approval to construct the Facility thereon; and

WHEREAS, the Facility will provide and facilitate wireless telecommunication services essential for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity; and

WHEREAS, the installation of a wireless communications facility and the approval of lease agreement thereof has been determined to be a SEQR Unlisted Action in accordance with the 6 NYCRR Part 617; and

WHEREAS, in accordance with the requirements of SEQRA, a full Environmental Assessment form (“EAF”), along with a natural resources inventory including wetlands and endangered species, a Federal Aviation Administration (“FAA”) aeronautical evaluation, a geotechnical evaluation, an antenna site Federal Communications Commission (“FCC”) RF justification report, a Phase II environmental site assessment, and a visual resource evaluation were prepared to describe the potential environmental impacts associated with the project; and

WHEREAS, that unless otherwise objected to, the Putnam County Legislature previously declared, pursuant to Resolution #227 of 2024, their intent to serve as “lead agency” in accordance with 6 NYCRR Part 617.2; and

WHEREAS, the Putnam County Department of Planning on behalf of the Putnam County Legislature, circulated said notice to serve as lead agency along with the full EAF and above noted supporting documentation to all involved and/ or interested agencies on October 15, 2024 for the required minimum thirty (30) day period; and

WHEREAS, the Putnam County Legislature has received no objection with respect to its intent to act as lead agency with respect to the implementation of SEQRA, and therefore, assumes Lead Agency status herein with respect to this project; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, supporting documents and of the criteria set forth in 6 NYCRR Part 617.7(c), and after considering all of the public input that has been received, the Putnam County Legislature, as Lead Agency, has determined that the project will not result in any significant adverse environmental impacts; and

WHEREAS, it is recognized under New York State Law that counties are accorded certain “immunity” from local zoning regulations; and

WHEREAS, the leading New York Court of Appeals decision, Matter of County of Monroe v City of Rochester, 72 N.Y. 2d 338, 533 N.Y.S. 2d 702 (“Monroe”), establishes the “balancing of the interests” approach for determining whether a project should be accorded immunity from local zoning regulations; and

WHEREAS, Monroe permits the County to determine whether or not it is in the public interest to subject a particular project serving governmental interests to local zoning; and

WHEREAS, Monroe discusses the following nine (9) factors for consideration when balancing the interest of the public and the governmental entity:

- 1) The nature and scope of the instrumentality seeking immunity;
- 2) The encroaching governmental entity’s legislative grant of authority;
- 3) The kind of function or land use involved;
- 4) The effect local land use regulation would have upon the enterprise concerned;
- 5) Alternative locations for the facility in less restrictive zoning areas;
- 6) The impact upon legitimate local interest;
- 7) Alternative methods of providing the proposed improvement;
- 8) The extent of the public interest to be served by the improvements; and
- 9) The intergovernmental participation in the project development process and an opportunity to be heard; and

WHEREAS, the County has analyzed each of the foregoing considerations to determine whether the Facility should be exempt from the local municipal zoning regulations and has determined that the Facility as proposed, should be exempt from such zoning regulations; now therefore be it

RESOLVED, that after duly noticed public hearings upon the evidence adduced there as, it is found and determined that based upon a review of the foregoing considerations, the Putnam County Legislature has adopted the following findings of fact:

- 1) Pursuant to Section 3 of New York State County Law, the County is a municipal corporation of the State of New York. Among other things, the County provides emergency and public safety protection to its residents. For example, the County operates an EMS department pursuant to Section 223-b of New York State County Law and a Sheriff’s department pursuant to Article 17 of New York State County Law. Such departments rely heavily on wireless communications to protect the public health, safety and welfare. Reliable wireless communications are a critical resource that is necessary for the County to provide emergency and public safety protection. Therefore, the County is purely public in nature and is a governmental entity that provides an essential public service.

2) The Facility will be located within the municipal border of the Village of Nelsonville/Town of Philipstown (“Village” and “Town”) and within the County of Putnam. Pursuant to Section 215 of the New York State County Law, the County has the authority to enter into a lease agreement with the Town. Pursuant to Section 3 of the New York State County Law, the County is a municipal corporation comprising the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law.

3) The function or land use that is contemplated by the County under the lease agreement is a wireless communications facility (the “Facility”). The Facility will consist of a 120-foot cellular monopole tower with the associated equipment shelter, backup generators and telecommunications equipment. The County, working with Motorola, desires to use a portion of the Town-owned Property to install the support structure and compound area necessary to accommodate the emergency telecommunications coverage needs of various County Emergency Service Departments. The Facility will serve the public interest in that it allows the County public service and emergency service entities the ability to effectively communicate through the County E911 network. The Facility will also offer the general public and the County emergency service entities a wireless communications alternative particularly well suited for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity.

4) Imposing local land use regulations on the proposed Facility would have the effect of unreasonably delaying an essential public need for immediate and effective emergency response and reliable wireless communications. It is the public policy of the United States “to make available so far as possible, to all people of the United State a rapid, efficient, nationwide and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of national defense, for the purpose of promoting safety of life and property through the use of wire and radio communication...[.]” 47 U.S.C §151. The project will also further the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is “an unusually important legislative enactment,” establishing national public policy in favor of encouraging “rapid deployment of new telecommunications technologies (emphasis supplied).” *Reno v. ACLU*, 521 U.S. 844, 17 S. Ct.2329, 2337-38, 138 L.Ed.2d 874 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile (radio) services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States “to foster the growth and development of mobile services that, by their nature, operate without regard to state lines as an integral part of the national telecommunication infrastructure.” H.R. Rep. No. 103-111, 103dCong., 1st sess 260 (1993) (emphasis added). In 1999, Pub. L 106-81, 113 Stat. 1286 (the “911 Act”). The “911 Act” empowered the FCC to develop the regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as

articulate by Congress, was “to encourage and facilitate the prompt deployment throughout the United State of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation’s public safety and other communications need” (emphasis added).

5) There are no alterative locations for the Facility in less restrictive zoning areas as such facilities are permitted in all Town zoning districts by conditional use permit. Moreover, the proposed location for the Facility at the subject Property is ideal in order to minimize aesthetic impacts to the greatest extent feasible based on the large size of the property and distance from neighboring uses, as demonstrated by the Visual Resource Evaluation. The Property already supports municipal operations and therefore, the location of the Facility on Town property will not be detrimental to the community. By siting the Facility at the proposed location, the County can ensure that there is adequate infrastructure in place for the location of emergency communication antennas. Moreover, the Facility is part of an overall County wide wireless communications network. The location of the Facility fits within the existing County wide network and remedies gaps in service that currently hamper emergency services communications.

6) The Facility will not have an adverse environmental or other impact on the public because the Facility will be sited on an existing town highway yard’s salt shed which has previous site disturbance. The Facility will benefit the public interest by providing essential services and by producing revenue for the County, while also providing critical infrastructure for County emergency wireless communications and public utility commercial wireless services and will be sited to minimize any potential adverse environmental impacts. The Facility will comply with all structural standards and will not adversely affect the health, safety or general welfare of the public. The Facility will not cause any harmful interference with the frequencies of any radio, television, telephone or other uses. The Facility will have no impact on pedestrian or vehicular traffic since the proposed use is unmanned requiring infrequent maintenance visits of approximately one per month. The Facility will not produce any smoke, gas, odor, heat, dust, noise above ambient levels, fumes, vibrations or flashing lights; the Facility will not generate solid waste, wastewater or sewage, will not require water supply or waste disposal, and will not attract insects, vermin or other vectors. Any human exposure to electromagnetic energy from the Facility even under “worst case” conditions, will be several orders of magnitude below the exposure limits established by the FCC, the American National Standards Institute, the Institute of Electronic and Electrical Engineers, the National Council on Radiation Protection and Measurements, and the New York State Department of Health. The Facility will not impact any wetlands and will not be located within any wetland buffers.

7) Due to the topography of the County, the proposed height of the Facility is necessary to provide reliable wireless communications services in the local area and support collocation thereby discouraging the proliferation of towers.

8) The Facility will protect and promote the public interest in that it will serve and benefit the entire community by providing the infrastructure necessary to offer the public a wireless telecommunications services essential for protecting public health, safety, and welfare, including the provision of enhance 911 services.

9) The zoning exemption contemplated by this resolution shall apply and extend to the commercial public utility antennas and related equipment located on or associated with the Facility consistent with the decision of the New York State Court of Appeals in the Matter of Crown Communication New York Inc., 4 N.Y.3d 159.

10) The Agreement with the Town is to utilize a portion of the Property for the installation of a 120-foot cellular monopole tower with the associated equipment shelter, backup generators and telecommunications equipment. The Town will benefit from the ability to place its communications equipment on the Facility. Moreover, the public private partnership will result in the County not being required to expend significant resources on the lease of property necessary for tower and supporting infrastructure.

11) The County Legislature has reviewed the Agreement and has conducted a public hearing. All Involved/ Interested Agencies, including the Village of Nelsonville and Town of Philipstown in which the Facility is located, have been notified of the proposal and offered the opportunity to comment; and be it further

RESOLVED, that the Putnam County Legislature designates itself as “Lead Agency” in this matter, as defined in 6 NYCRR Part 617.2(u); and be it further

RESOLVED, that the Putnam County Legislature as “Lead Agency”, hereby determines that the project will not have any significant adverse environmental impacts; and be it further

RESOLVED, that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as “Lead Agency” hereby issues a Negative Declaration in connection with the project, a copy of which is attached hereto as Schedule “B”, and be it further

RESOLVED, that the Agreement terms are agreeable to the County; and be it further

RESOLVED, that the Putnam County Legislature approves the Agreement between the County and Town of Philipstown, in the document attached hereto and made a part hereof as Schedule “A”, and that the Putnam County Executive is authorized to execute said Agreement, and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the Agreement between the County and Town in the manner approved herein; and be it further

RESOLVED, that based upon the foregoing balancing of interest, it is not in the public interest to subject the Facility to local zoning land use regulations.

SCHEDULE "A"

WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Lease" or "Agreement"), is made and entered into as of this ____ day of _____, 2025 (the "Execution Date"), by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "LESSEE"), and TOWN OF PHILIPSTOWN, a municipal corporation, having its principal offices at 238 Main Street in Cold Spring (hereinafter referred to as the "LESSOR"). Each of LESSOR and LESSEE is individually referred to herein as a "Party," and collectively as the "Parties."

SECTION 1: RECITALS

WHEREAS, LESSOR is the owner of a certain parcel of land located on Route 301 in the Village of Nelsonville, known as the Town of Philipstown Highway Facility, designated as Tax Map No. 38.14-1-28 (the "Property"); and

WHEREAS, LESSEE is a provider of emergency services and desires to lease from LESSOR approximately two thousand six hundred (2,600) square feet of the Property, as shown on the site plan (the "Site Plan") attached hereto and incorporated herein as **Exhibit "A"**, (the "Leased Premises") to construct a radio transmission tower facility for LESSEE's non-commercial use, to support said emergency services, and such non-commercial use of its subtenants and licensees (collectively, "Licensees"), which facility includes a telecommunications tower, building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

WHEREAS, LESSOR is willing to lease to LESSEE, and LESSEE is willing to lease from LESSOR, the Leased Premises upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the LESSOR and LESSEE hereby agree as follows:

SECTION 2: LEASED PREMISES AND PERMITTED USE

LESSOR hereby leases the Leased Premises to LESSEE, more particularly described in **Exhibit "A"**, attached, for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of emergency services communications and signals (the "Permitted Use"). The parties agree that the Telecommunications Facilities shall be consistent with the Site Plan. The parties further acknowledge and agree that the leased premises is subject to a certain conservation easement ("Easement"), incorporated herein as **Exhibit "B"**, held by Open Space Institute Land Trust, Inc. ("OSI"), that LESSEE's use must be consistent with the terms of said conservation easement, and that LESSOR and LESSEE shall not use the premises for commercial purposes.

SECTION 3: CONDITION PRECEDENT

It shall be a condition precedent to the formation of this Lease that LESSOR shall obtain from OSI an amendment of the Easement permitting on the Property such uses as contemplated

herein, including explicitly authorizing the Property to be used for “telecommunications towers” and/or “radio towers” and “emergency services.” It shall be deemed that no Agreement exists between the parties unless and until the condition precedent is satisfied, irrespective of whether the document itself is fully executed, and satisfaction of such condition shall be strictly interpreted.

SECTION 4: TERM

The “Initial Term” of this Lease will be thirty-five (35) years from the Execution Date and shall automatically renew for up to six (6) additional terms of five (5) years each (each, a “Renewal Term”) unless LESSEE notifies LESSOR of its intention not to renew prior to the commencement of the succeeding Renewal Term. The Initial Term and each successive Renewal Term is referred to herein as the “Term.”

SECTION 5: RENT

Rent shall be One Dollar (\$1.00) due (1) for the Initial Term, on the Execution Date; and (2) for Renewal Terms, upon the first of the month immediately succeeding the end of the prior Term.

SECTION 6: COMPLIANCE WITH LAW

(A) LESSEE shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations (including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration (“FAA”) approval of the tower that is a part of the Telecommunications Facilities) (the “Tower”) in connection with the use, operation, maintenance, construction and/or installation of the Telecommunications Facilities on the Premises.

(B) LESSOR hereby agrees that the portion of the Property on which the Leased Premises are located is hereby released from the restrictions set forth in any deed restrictions or conservation easement limiting the use of the Property (the “Deed Restrictions”) beyond the aforementioned conservation easement held by OSI.

SECTION 7: LESSOR’S USE OF PREMISES

The Parties agree that LESSOR, with the prior written approval of LESSEE, which shall not be unreasonably withheld, shall have the right, at LESSOR’s sole cost, to place and operate certain equipment owned by LESSOR on the Telecommunications Facilities, provided that same does not interfere with LESSEE’s equipment and/or operations. LESSEE shall, in consultation with LESSOR, determine the location and placement of LESSOR’s equipment on the Telecommunications Facilities.

SECTION 8: LESSEE IMPROVEMENTS AND REMOVAL

(A)(1) Prior to commencing construction of the Telecommunications Facilities on the Leased Premises, LESSEE shall submit plans and specifications for all improvements that conform to the requirements of the following paragraph (the “Plans and Specifications”) to LESSOR for LESSOR’s written approval, such approval not to be unreasonably withheld, conditioned, or delayed. No improvement, construction, installation or alteration shall be commenced until the Plans and Specifications have been approved by LESSOR and all necessary

Governmental Approvals have been issued. Notwithstanding the foregoing, LESSOR shall be deemed to have approved the Plans and Specifications if it fails to respond in writing to LESSEE within sixty (60) days following LESSOR's receipt of same.

(A)(2) The Plans and Specifications shall be drawn to scale and show: (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all structures, including fencing; (v) the proposed type of construction material for all structures, including fencing, and (vi) any other details that LESSOR may reasonably request.

(A)(4) LESSOR agrees and acknowledges that: (i) the Telecommunications Facilities and all of the equipment, fixtures and property of LESSEE that are a part thereof shall remain the personal property of LESSEE whether or not said items are deemed to constitute fixtures and/or attachments to real property under applicable law; and (ii) LESSEE shall have the right to remove the same at any time during the Term of this Agreement.

(B)(1) At LESSOR's request, LESSEE shall remove the Telecommunications Facilities (excluding the tower foundation, underground utilities and footings) within ninety (90) days following the expiration or earlier termination of this Lease (the "Removal Period"). Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property owned by LESSOR or its lessees. Notwithstanding the foregoing, if, LESSEE requests permission not to remove all or a portion of the Telecommunications Facilities and LESSOR consents to such non-removal in writing, title to the affected Facilities shall automatically transfer to LESSOR and shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of all removal obligations in connection therewith.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), LESSEE shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of LESSEE's improvements, excluding the tower foundation, underground utilities, and footings, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by LESSEE pursuant to subparts (1) and (2) above shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

(B)(4) Any claims related to the condition of the Premises must be presented by LESSOR in writing to LESSEE within ninety (90) days after LESSEE's removal of the Telecommunications Facilities or LESSOR shall be deemed to have irrevocably waived any and all such claims.

SECTION 9: ACCESS

LESSOR and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; *provided, however*, that LESSOR provides prior telephonic notice to LESSEE, via Thomas C. Lannon, Sr., Director of IT & GIS, at: (845) 808-1800, or such other number as may be designated by LESSEE from time to time during the Term, and LESSOR shall not have any right to enter the interior of any building or other structure on the Premises that houses telecommunications equipment. LESSEE shall have the right to ingress and egress over the Property to access the Premises twenty-four (24) hours a day, seven (7) days

a week, *provided, however*, that neither LESSEE nor its agents, employees or contractors interfere with LESSOR's operations on the Property or the Premises, as authorized by the Communications License Agreement between the Parties pursuant to which LESSOR will locate and operate certain LESSOR-owned equipment on the tower.

SECTION 10: INDEMNIFICATION

(A) LESSEE agrees to indemnify, defend and hold harmless LESSOR, its officers, directors, employees, contractors and agents from and against any and all injury, death, loss, damages, or liabilities (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels) which arise out of LESSEE'S use and occupancy of the Site and/or Property, or LESSEE'S breach of any provision of this Agreement. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the LESSOR, its employees, agents or independent contractors.

(B) LESSOR agrees to indemnify, defend and hold harmless LESSEE, its officers, directors, employees, contractors and agents from and against any and all injury, death, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels) which arise out of LESSOR'S use and occupancy of the Site and/or Property, or LESSOR'S breach of any provision of this Agreement. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the LESSEE, its employees, agents or independent contractors.

(c) The indemnity obligations under this Section will survive termination of this Agreement.

SECTION 11: INSURANCE

(A) To the maximum extent permitted under their respective insurance policies, the parties agree that the insurers shall have no right to recovery or subrogation against either LESSOR or LESSEE (including employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) LESSOR shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. LESSEE shall, at its own cost and expense, provide the following insurance coverage, name the LESSOR as an additional insured thereunder, and provide a certificate of insurance confirming such coverage to LESSOR:

(1) Worker's Compensation and Employer's Liability Policy, covering operations in New York State.

(2) Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:

- (a) Products/completed operations
- (b) Independent contractors
- (c) Explosive, collapse and underground losses
- (d) Contractual liability
- (e) Broad form property damage liability; and

(f) Personal injury.

(C) Property Damage Policy providing replacement cost for all of LESSEE's equipment located on the Leased Premises.

(E) Certificates shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to LESSOR.

SECTION 12: UTILITIES

(A) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(B) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR's behalf, any and all such documents.

SECTION 13: DEFAULT

(A) In the event that LESSEE fails to perform any obligation under this Lease and such failure continues for a period of sixty (60) days following written notice from LESSOR, then LESSOR shall have the right to pursue any remedies available to it at law or in equity, including but not limited to, the right to terminate this Lease. Except as otherwise provided in this Lease, if a breach cannot reasonably be cured by Lessee within such sixty (60) day period, this lease may not be terminated. If Lessee commences action to cure the breach within such sixty (60) day period and proceeds with due diligence, in good-faith, to fully cure the breach, then no default shall exist hereunder, provided that such efforts to cure are diligently pursued and completed within ninety (90) days (or as otherwise extended by LESSOR). The following will be deemed a breach by LESSOR and a default of this Agreement: (i) Lessor's failure to provide access to the Site as required by this Agreement within twenty-four (24) hours after written notice of such failure or (ii) Lessor's failure to cure an interference problem as required by Section 9 of this Agreement after written notice of such failure. In addition to the foregoing, except to the extent a shorter cure period is specified under this Agreement, it shall also be a LESSOR default, in the event that Lessor fails to perform any term or condition of this Agreement within thirty (30) days following receipt of written notice from Lessee. In the event that such cure cannot be reasonably completed within such thirty (30) day period and if Lessor commences the cure within such thirty (30) day period and proceeds with due diligence, in good-faith, to fully cure the breach, then no default shall exist hereunder, provided that such efforts to cure are diligently pursued and completed within sixty (60) days (or as otherwise extended by Lessee). In the event of an

uncured Lessor default, Lessee shall have the right to pursue any remedies available to it at law or in equity, including but not limited to, the right to terminate this Agreement. Except with regard to any indemnity obligation under this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(B) The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

SECTION 14: WAIVER BY LESSOR OR LESSEE LIMITED

If either the LESSOR or LESSEE waives or fails to enforce any of their rights under the Lease, this does not mean that any other rights under the Lease are waived. Further, if the LESSOR or LESSEE waives or fails to enforce any of their rights under a specific paragraph of the Lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

SECTION 15: WAIVER OF JURY TRIAL

The LESSOR and LESSEE both waive their right to a jury trial in any action or proceeding between the parties upon or connected with this lease, either directly or indirectly. However, under the law, either party may enforce their right to a jury trial in any action for personal injury or property damage.

SECTION 16: INVALIDITY OR ILLEGALITY OF PART OF LEASE

If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the Lease shall remain in full force and effect.

SECTION 17: PERSONS BOUND BY LEASE

It is the intent of the parties that this Lease shall be binding upon the LESSOR and LESSEE and upon any parties who may in the future succeed to their interests.

SECTION 18: CAPTIONS FOR PARAGRAPHS OF LEASE

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

SECTION 19: QUIET ENJOYMENT

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

SECTION 20: CONDEMNATION

If all or any part of the Premises, or if all or any part of the Property underlying the telecommunications tower or providing access to the Premises is taken by eminent domain or

other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the permitted use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the telecommunications tower and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

SECTION 21: FORCE MAJEURE

Notwithstanding any other provision of this Lease, if LESSEE'S performance of this Lease or of any obligation hereunder is interfered with, delayed, restricted or prevented, in whole or in part, by reason of an event of Force Majeure (as defined below), then LESSEE, upon giving notice to LESSOR, shall be excused from such performance to the extent and for the duration of such interference, delay, restriction or prevention, and the term of this Lease and any other time periods set forth herein shall continue and be extended for a like period of time. "Force Majeure" means any act or condition beyond the reasonable control of LESSEE, whether or not similar to the matters or conditions herein specifically enumerated, and includes: acts of God or the elements (including fire, earthquake, explosion, flood, epidemic or any other casualty or accident); strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; inability to sell electricity at commercially reasonable prices in the open market; transmission system power failure or power surge; war, terrorism, sabotage, civil strife or other violence; acts or failures to act of LESSOR; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after an application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of LESSOR in the Property and/or of LESSEE under this Lease.

SECTION 22: SURRENDER

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

SECTION 23: NOTICES

All notices required or otherwise arising out of this Lease must be in writing and served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice at its address set forth above or at such other address as it may hereafter designate by notice given in a like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time mailed.

SECTION 24: NO ORAL CHANGE

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

SECTION 25: AUTHORITY TO EXECUTE LEASE

The County Executive of the County of Putnam has executed this Lease pursuant to a Resolution adopted by the Putnam County Legislature, at a meeting thereof held on the ____ day of _____, 2025. The honorable KEVIN BYRNE, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the County of Putnam.

The Town Supervisor of the Town of Philipstown has executed this Lease pursuant to a Resolution adopted by the Philipstown Town Board, at a meeting hereof held on the ____ day of _____, 2025. The honorable JOHN VAN TASSEL, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the Town of Philipstown.

SECTION 26: COUNTERPARTS:

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

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

C. COMPTON SPAIN, County Attorney

KEVIN BYRNE, County Executive

Date: _____

Date: _____

TOWN OF PHILIPSTOWN

JOHN VAN TASSEL, Town Supervisor

DATE: _____

EXHIBIT "A"



Proposed location for a 120' self-supporting tower along with supporting equipment including 12' X 10' shelter, diesel generator and connection to utilities.

Putnam County, through Motorola, is proposing to erect a 120' tower along with supporting equipment at the above noted location. All designs to be submitted to and approved by the Town of Philipstown.

Location was initially selected due to the existing salt shed. It was proposed to locate equipment at the top of the structure or use the structure to assist with the support of the tower. Motorola has determined that insufficient data exists to determine if the structure could support the tower and therefore proposes a self supporting structure. The location will still prove to be beneficial.

Tower is to be used for emergency communications equipment only. Putnam County will not lease any space on the tower to any other agency without permission from the Town of Philipstown and will conform to any preexisting easements on the property. The Town of Philipstown may utilize space on the tower and within the shelter providing said space is available and will not adversely impact the overall operation of the emergency communications equipment

EXHIBIT "B"

OPEN SPACE
I N S T I T U T E

File

cc: T.S. ✓
E.D.
Roger
Mojib Masanda
Return

October 8, 1999

William Mazzuca, Supervisor
Town of Philipstown
238 Main Street
Cold Spring, NY 10516

Re: Relocation of Philipstown Town Highway Department Facilities

Dear Supervisor Mazzuca:

I am writing to authorize the Town to present plans for the above project, which contemplates the use of property presently held by OSI's affiliate the Beaverkill Conservancy, to the Philipstown and Nelsonville Planning Boards.

As explained to you recently by Dan Luciano, OSI's Board of Trustees has not yet approved the conveyance of the property in question to the Town. Such approval will be contingent on the Town obtaining Planning Board approval and addressing any concerns raised by the public.

Thank you and if you have any questions, please call me at (518) 478-0910.

Sincerely,

Joseph J. Martens

Joseph J. Martens
President

c: D. Luciano

Call'd
10/12/99
Filed
10/13/99

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TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

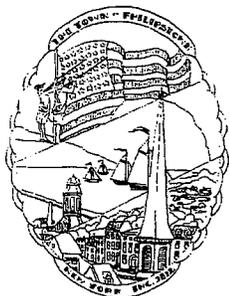
WILLIAM MAZZUCA, SUPERVISOR

(845) 265-3329

TINA M. MERANDO
TOWN CLERK AND TAX COLLECTOR

EDWARD W. DOYLE
TOWN ATTORNEY

DAVID BROWER, COUNCILMAN
BETTY BUDNEY, COUNCILWOMAN
RICHARD SHEA, COUNCILMAN
AL HOSMER, COUNCILMAN



August 17, 2004

Mr. Paul Elconin
Mid-Hudson Steward
1350 Broadway, Room 201
New York, New York 10018-7799

RE: Baseline Documentation for Conservation Easement on Tax ID# 38.1-1-3, Town of Philipstown, Putnam County, New York

Dear Mr. Elconin:

The Town of Philipstown owns property (formerly TAX ID#38.1-1-3, now TM#38.14-1-28) (the "Property"), which encumbered by a conservation easement granted to Open Space Conservancy, Inc. on February 18, 2004.

The Town Board of Philipstown has reviewed the contents of the "Conservation Easement Binder" prepared by Open Space Conservancy, Inc. for such property dated August 2004.

By signing below, we affirm that the documentation (photographs, maps, forms) contained in the Conservation Easement Binder accurately reflects the conditions of the property as of the date of my signature below.

Sincerely,


William Mazzuca
Supervisor
Town of Philipstown

WM:tm

cc: Roger Chirico
Edward W. Doyle
file

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CONSERVATION EASEMENT BINDER

Philipstown Highway Garage
Fishkill Road
Philipstown, Putnam County
Grantor: Town of Philipstown

August 2004



OPEN SPACE
CONSERVANCY, INC

Open Space Conservancy, Inc.
1350 Broadway, Room 201
New York, NY 10018-7799
(212) 629-3981

Open Space Conservancy Conservation Easement Binder

Philipstown Highway Garage

<u>√</u>	BASELINE DATA REPORT (BDR FORM, EASEMENT, MAPS, PHOTOS (LABELED AND KEYED TO MAP))
—	PROPERTY OWNERSHIP HISTORY
<u>√</u>	CURRENT OWNER CONTACT INFORMATION
—	TAX MAPS
<u>√</u>	SURVEY MAPS
—	TOPOGRAPHIC MAP (on survey)
<u>√</u>	DIRECTIONS TO PROPERTY
—	MONITORING INSPECTION REPORTS
—	CORRESPONDENCE WITH LANDOWNER
—	VIOLATION DOCUMENTATION (W/PHOTOS)
—	DEED
—	ADD'L PHOTOGRAPHS, DATED AND KEYED TO MAP
—	OTHER (LIST)

**Open Space Conservancy
Baseline Documentation Report:
Philipstown Highway Garage**

Date of Report: August 16, 2004

I. Vital Property Statistics

1. Property Name: *Philipstown*
2. Property Location: *Fishkill Road (County Route 10), Philipstown, Putnam County*
3. Directions: *Route 301 to Fishkill Road to Highway Garage*
4. Easement Grantor: *Town of Philipstown*
5. Grantor Contact Information: *Town of Philipstown, 238 Main Street PO Box 155, Cold Spring, NY 10516 Contact: Roger Chenico, Highway Superintendent 845-265-3530*
6. Geographic, ecological, scenic or historic characteristics:

Geographic: 3.708 acres (total). Easement encumbers 2.591 acres.

Ecological: Property has been used as highway department facility for many years, and therefore ecological value is minimal.

Scenic: Property is highly visible from Fishkill Road.
7. Existing uses, man-made structures, and improvements: *See attached report prepared by Tim Miller, Assoc.*

II. Summary of Conservation Easement

1. Legal Information:

County Tax Parcel Numbers: 38.14-1-28

Conservation easement execution date: 2/18/2004

Conservation Easement filing date
(with the Clerk of Putnam County):

Clerk's Recording Number:

Liber/Page:

Town: Philipstown

2. Specific Restrictions

- a) Subdivision Section 3.3
- b) Structures/Construction Section 3.2
- c) Tree Cutting/Timber Harvesting Section 3.5
- d) Plantings Section 5.3
- e) Other

III. Transaction History

A 2.591 acre portion of the OSC "Lonestar" property was used by the Town of Philipstown Highway Dept. for many years for storing equipment and materials. In 2004, OSC donated this portion of the property to the Town subject to this easement.

IV. Financial Information

1. Method of acquisition & funding source (Wallace, JV, other):
2. If value of rights were appraised, give before and after values:
3. Endowment (\$ amount):

VI: Attachments:

1. Ground Photograph keyed to base map *Photos taken May 27, 2003 by Tim Miller, Associates*
2. Survey Map w/topo
3. Copy of Recorded Easement Instrument
4. Aerial Photo 2001 DOQQ
5. Other

CONSERVATION EASEMENT

This Conservation Easement is granted on this 18th day of February, 2004, by

THE TOWN OF PHILIPSTOWN,

a Municipal Corporation with offices at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516 (the "Grantor"), to

OPEN SPACE CONSERVANCY, INC.,

a New York Not-For-Profit corporation with a principal place of business at c/o Open Space Institute, Inc., 1350 Broadway, Room 201, New York, New York, 10018 (the "Grantee").

WITNESS THAT:

WHEREAS, The Grantor is the owner in fee of approximately 2.591 acres of property (the "Property") in the Village of Nelsonville, Town of Philipstown, Putnam County, New York described in Exhibit A attached hereto; and

WHEREAS, the Property is currently used, and has historically been used, for Town Highway Department purposes; and

WHEREAS, the Grantor and the Grantee desire to limit and restrict the future use of the Property as set forth herein; and

WHEREAS, the Grantee is a "qualified conservation organization", as defined by the Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the Grantor voluntarily grants and conveys to the Grantee, and the Grantee voluntarily accepts, a perpetual Conservation Easement over the Property, an immediately vested interest in real property defined by Article 49, Title 3, of the New York Environmental Conservation Law ("ECL"), of the nature and character described in this Conservation Easement and to the extent hereinafter set forth.

1. General Provisions

1.1 Grant of Easement. Grantor grants and conveys to Grantee, and Grantee takes and accepts, a perpetual conservation easement (the "Conservation Easement") over the Property, an immediately vested interest in real property defined by ECL Article 49, of the nature and character described in this Conservation Easement and to the extent set forth herein.

1.2 Purpose. The purpose of this Conservation Easement is to maintain the current use of the Property for municipal highway department purposes, and to prohibit other uses of the Property unless such uses receive the prior written approval of the Grantee. As used in this Conservation Easement, the term "municipal highway department purposes" shall include the following activities undertaken by a municipal corporation: the storage, maintenance and repair of vehicles and equipment; the storage of road maintenance materials; the maintenance, repair, and/or in-kind replacement of existing structures used in connection with such purposes; and, subject to Grantee's prior written approval when required, the construction of new structures to be used in connection with such purposes. Existing structures and conditions on the Property have been documented in a Baseline Data Report in the possession of Grantor and Grantee.

1.3 Implementation. This Conservation Easement shall be implemented by limiting and restricting the use and development of the Property in accordance with the provisions set forth herein.

2. Reserved Rights of Grantor. The Grantor reserves for itself and its successors in interest with respect to the Property all rights with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, subject to the restrictions and covenants set forth herein.

3. Restrictions Applicable to the Property. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants set forth below. Grantor also authorizes the Grantee to enforce these covenants in the manner described below. However, unless otherwise specified, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

3.1 Use. The Property shall be used solely for municipal highway department purposes as defined herein. Any other use shall require the prior written approval of the Grantee.

3.2 Construction of Buildings and Other Structures. No new building, structure, or other man-made improvement shall be built without the Grantee's prior written approval. Existing structures may be repaired, maintained, and/or replaced in-kind and in the same location without Grantee's prior written approval, provided that the resulting "footprint" of such structures does not exceed 125% of the original footprint.

3.3 Subdivision. The Property shall not be subdivided without the prior written approval of Grantee. This shall not preclude minor lot line revisions with adjoining landowners not exceeding 10% of the size of the Property, which shall not require Grantee's prior written approval.

3.4 Mining. No quarry, gravel pit, surface or subsurface mining or drilling, or other mining, drilling or blasting activities shall be permitted on or under the Property.

3.5 Cutting and Clearing Trees. No cutting or removing of trees shall be permitted except to remove those trees and limbs that are fallen, dead, diseased or dangerous, or to provide for the construction of structures permitted under this Conservation Easement.

3.6 Trash. No dumping or storage of ashes, non-composted organic waste, sewage, garbage, abandoned vehicles or appliances, or any toxic or offensive material shall be allowed on the Property.

3.7 Health and Safety Measures. Notwithstanding any other restriction contained herein, the Grantor may take such actions with respect to the Property (or any relevant part thereof) as are necessary to protect the health, safety and/or welfare of the public and the persons using the Property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection. If notice would otherwise be required under this Conservation Easement to undertake such action, or if the action would otherwise violate any restriction contained herein, notice of the action shall be given to Grantee as soon as practicable, but the required action may be taken whether or not such notice has yet been given.

4. Additional Covenants and Provisions:

4.1 Existing Conditions: Baseline Data Report. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's historical and present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Conservation Easement, a Baseline Data Report, including photographs, describing such condition at the date hereof, shall be prepared and subscribed by both parties, and a copy thereof shall be kept on file by Grantor in the Town Clerk's Office and by Grantee in its main offices.

4.2 Enforcement. Grantee may enforce this Conservation Easement in law or equity, including, without limitation, pursuant to the provisions of Article 49, Title 3, of the ECL, against any or all the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both; or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than ninety (90) days after notice is given, or at any time if the violation or a threatened violation threatens immediate and irreparable harm, Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all other available legal remedies, and if

a violation is determined to have occurred, the Grantor shall reimburse Grantee for all expenses, including reasonable attorney's fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto. Any action brought hereunder must be commenced within two (2) years of any such alleged violation.

4.3 Limits of Owner Liability. Any other provision of this Conservation Easement to the contrary notwithstanding, no owner of the Property or any portion thereof shall not have any liability of any kind to Grantee for any damage or change to the Property or any portion thereof caused by any other owner or owners, or for any other actions or events beyond her, his or its control.

4.4 Amendment. This Conservation Easement may be amended upon the written consent of Grantee and Grantor. Any such amendment shall be consistent with the basic purposes of this Conservation Easement. Any such amendment that does not comply with ECL Article 49 shall be void and of no force or effect.

4.5 Approvals In Writing. Any approval or other form of consent or permission required or permitted to be given by Grantee under this Conservation Easement shall only be effective if in writing and duly executed on behalf of Grantee.

4.6 Encumbrance by Conservation Easement. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any portion thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows:

"This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Open Space Conservancy, Inc. by instrument dated _____, and recorded in the office of the Putnam County Clerk at Liber ___ of Deeds at Page ___."

The failure to include such language in any deed or instrument shall not affect the validity or applicability of this Conservation Easement to such property.

4.7 Taxes and Assessments. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion owned by such owner, who shall provide receipted tax bills to Grantee upon request.

4.8 Assignment. This Conservation Easement may be assigned by Grantee, provided, however, that an assignment may be made only to a not-for-profit conservation corporation, government agency, or otherwise as provided in Article 49, Title 3, of the ECL. Grantee shall give Grantor at least forty-five (45) days' advance written notice of any such assignment.

4.9 Notices. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or rejected, and shall be addressed as follows: if to Grantor or Grantee, at the addresses set forth above; if to a subsequent owner, at the address of the Property. Either party can change the address to which notices are to be sent by duly giving notice pursuant to this paragraph.

4.10 Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute, or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

4.11 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners, and any party entitled to possession or use of the Property or any portion thereof, while such party is the owner or entitled to possession or use thereof. As used in this Conservation Easement, the term "owner" includes the owner of any beneficial equity interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor, its successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this Conservation Easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferor shall remain liable for earlier acts and conditions.

4.12 Liability; Indemnification. Grantee has no affirmative obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independent of this Agreement, for negligently, wrongfully or directly, without the participation or consent of the owner, causing any dangerous condition to come into existence on the Property. Except in the last-described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including reasonable attorneys' fees, arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof. In the foregoing instance of the Grantee negligently, wrongfully or directly, without the participation or consent of the owner, causing any dangerous condition to come into existence on the Property, Grantee agrees to hold Grantor harmless from any and all costs, claims or liability, including reasonable attorneys' fees, arising from any personal injury, accident, negligence, or damage relating to the Property, or any claim thereof.

5. Further Covenants and Provisions.

5.1 Inspection. The Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and after

giving reasonable notice, to inspect for compliance with the terms of this Conservation Easement.

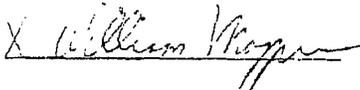
5.2 Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the Property for conservation purposes and results in the extinguishment of this Conservation Easement, then upon the subsequent sale, exchange or involuntary conversion by the Grantor (unless State law provides that the Grantor is entitled to the full proceeds therefrom without regard to the terms of this Conservation Easement) the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof, provided, however, that to the extent any new improvements have been constructed on the Property since the date of this Conservation Easement which add value to the Property, Grantor shall first be compensated out of the proceeds of the sale for the fair market value of such improvements (as of the date of such sale, exchange, or conveyance) before the remaining proceeds are divided in the manner herein provided. Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

5.3 Visual screening; sign. Grantor shall plant and maintain vegetation in accordance with a plan prepared by Badey & Watson dated November 4, 2003 and updated December 29, 2003, copies of which are in the possession of the parties. Such planting shall be completed within six (6) months of the date of this Conservation Easement, provided, however, that in the area of a salt storage shed to be constructed in the future on the Property, such planting shall be completed within six (6) months of completion of construction. Grantor shall also erect within six (6) months of the date of this Conservation Easement and maintain a sign in a prominent location on the Property that shall inform visitors of the donation of the Property by OSC to the Town. OSC and the Town shall consult each other regarding the design, size, text and location of such sign.

IN WITNESS WHEREOF, the parties have executed this instrument this 18th day of February, 2004.

Grantor:
TOWN OF PHILIPSTOWN

Grantee:
OPEN SPACE CONSERVANCY, INC.



By: WILLIAM MAZUCA
Title: SUPERVISOR



By: Joseph J. Martens
Title: President

Attachments: Exhibit A (Property Description)

Exhibit A

ALL that certain parcel of land situate in the Village of Nelsonville, Town of Philipstown, County of Putnam and State of New York that is a portion of the parcel described in Schedule P-3 of Exhibit A, which describes the lands that were heretofore conveyed by SMG Associates to Beaverkill Conservancy, Inc., now known as Open Space Conservancy, Inc., by that certain deed dated October 15, 1993 and recorded in the Putnam County Clerk's Liber 1215 of deeds at page 324, that is bounded and described as follows:

BEGINNING at the point on the northwesterly line of Fishkill Road where it is met by the line dividing the lands herein described, on the northeast from lands now or formerly of the Town of Philipstown, on the southwest, which point occupies coordinate position

N 521,630.03 (y)

E 608,256.69 (x)

of the New York State Coordinate System, East Zone and which point is distant 358.13 feet measured northeasterly along the said northwesterly line of Fishkill Road from another point thereon where it is intersected by the northeasterly exterior line of the lands of the City of New York, Catskill Aqueduct.

THENCE from the said point of beginning, along lands now or formerly of the Town of Philipstown, the following courses:

N 58°21'59" W 200.00 feet

S 19°00'21" W 204.31 feet

S 24°56'06" W 12.53 feet

S 10°02'06" W 23.84 feet and

S 18°42'46" W 11.18 feet

to an iron pipe marking the corner common among the lands now being described on the northwest, the said lands now or formerly of the Town of Philipstown on the northeast, lands now or formerly of Warren on the southeast and lands now or formerly of Lyons, on the southwest. Thence along the said Lyons lands

N 68°01'12" W 127.20 feet

to the point that occupies coordinate position

N 521,543.94 (y)

E 607,888.89 (x)

of the New York State Coordinate System, East Zone and bears N 20°06'00" E 3.7 feet from a concrete monument. Thence through the lands so conveyed to Beaverkill Conservancy, Inc., the following courses:

N 20°06'00" E 180.10 feet to a concrete monument,
N 28°00'00" E 170.20 feet to a concrete monument,
N 38°27'00" E 193.30 feet to a concrete monument, and
S 70°05'00" E 232.98 feet

passing through a concrete monument at 179.92 feet to another point on the northwesterly line of Fishkill Road. Thence southwesterly along the said northwesterly line of Fishkill Road

S 21°00'00" W 7.30 feet and
S 20°20'00" W 318.35 feet

to the point or place of beginning, containing 2.591 acres, more or less.

LAW OFFICES
EDWARD W. DOYLE
DOYLE BUILDING
1010 PARK STREET
P.O. BOX 150
PEEKSKILL, N.Y. 10566

CHARLES E. DOYLE (1913-1989)
CHARLES E. DOYLE, JR. (OF COUNSEL)

AREA CODE 814
737-0020

December 5, 2003

Daniel G. Luciano, Esq.
Open Space Institute
307 Hamilton Street, 3rd Floor
Albany, NY 12210

Re: Philipstown from OSI – Highway Garage Property

Dear Dan:

Enclosed please find "Philipstown Highway Department Baseline Survey Report" bearing date in the upper right hand corner "revised October 31, 2003". This was adopted by the Town Board at their meeting on December 4.

The Town Board and Highway Superintendent Chirico are working on a Landscape Plan and salt shed design for your approval.

Many thanks.

Sincerely yours,


Edward W. Doyle, Esq.

Encl.

cc: Supervisor and Town Board
Roger Chirico, Highway Superintendent
Mr. Tim Miller

2L:TP:Hwy Garage Property – from OSI

Philipstown Highway Department Baseline Survey Report

Introduction

By request of the Town of Philipstown, Tim Miller Associates prepared this baseline data report of the Philipstown Highway Department property, located on the west side of Fishkill Road in the Village of Nelsonville, Town of Philipstown, Putnam County, New York. A walk-through of the site was completed on May, 27, 2003 to document existing conditions and improvements. All field notes and photo locations were transferred to a survey map, included as Figure 1. Site photographs are included as Photo sets 1 through 8.

The subject property is comprised of a 1.117 acre parcel currently owned by the Town of Philipstown, and a 2.591 acre parcel owned by the Open Space Institute. The Open Space Institute (OSI) has approved a land donation of the larger parcel to the Town of Philipstown subject to a conservation easement to be held by OSI that will restrict the site to municipal highway department uses. The subject site is adjoined to the south by a one-family residential property, and to the east by Fishkill Road.

Description of the Property

Philipstown Parcel

The Philipstown parcel is a 1.117 acre, rectangular property currently occupied by the Philipstown Highway Department. This parcel is adjoined by a single-family residence to the south, Fishkill Road to the east, and the OSI parcel (described below) to the north and west. This parcel contains an asphalt paved parking area along the east side bordering Fishkill Road, with heavy trucks in the southeast quadrant and automobiles in the northeast quadrant. The parcel contains two structures: an office trailer north of the site's Fishkill Road entrance, and a two-story metal frame building situated directly to the west. A fuel pump island is located in the paved area between the two structures.

To the west of the truck parking, a dirt road circles up and around the two-story building. Site grade rises abruptly in the western half of the site, apparently due to fill material. The higher areas, accessible by the dirt road behind the two-story structure, include a scrap metal pile, two sand piles, and a wood debris pile. Residential property directly south of the site becomes increasingly wooded further west from Fishkill Road.

OSI Parcel

The OSI parcel is a 2.591 acre, L-shaped property adjoining the Philipstown parcel to the north and west. Adjoining the OSI parcel to the north and west are wooded lands also owned by OSI, and a small wooded section to the south is privately owned.

This property is used by the Town Highway Department for miscellaneous materials storage, truck and other heavy machinery storage, and vehicle parking. The parcel includes six, concrete, open-ended bins containing sand, asphalt and salt piles. The southern end of this parcel contains tractors, loaders, and other heavy equipment storage. The west and northwestern perimeters are lined with miscellaneous materials storage, including drainage pipes, salt pallets, concrete block, wood debris, and a metal trailer container. The northeast quadrant of the parcel contains an asphalt driveway, bordered by plow storage, salt piles, and

hitch trailer parking, that winds around to the lower portion of the site adjoining Fishkill Road to the east. This lower elevation area in the northeast quadrant of the site contains additional vehicular parking.

OSI property to the north and west of this parcel is comprised of rocky, wooded land rising up in elevation to the west. Photographs were taken from three angles at each of the elevation markers delineating the OSI parcel's western boundary (see Photo Sets #1 through #4).

Attachments

Figure 1: Site Features & Photo Locations

Photo Set #1 (photos 1,2,3)

Photo Set #2 (photos 4,5,6)

Photo Set #3 (photos 7,8,9)

Photo Set #4 (photos 10,11,12)

Photo Set #5 (photos 13,14,15)

Photo Set #6 (photos 16,17,18)

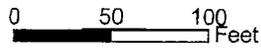
Photo Set #7 (photos 19,20,21)

Photo Set #8 (photos 22,23)

Philipstown Highway Garage



Approximate outline of
restricted property



Scale 1:1000
2001 DOQQ





Photo #1



Photo #2

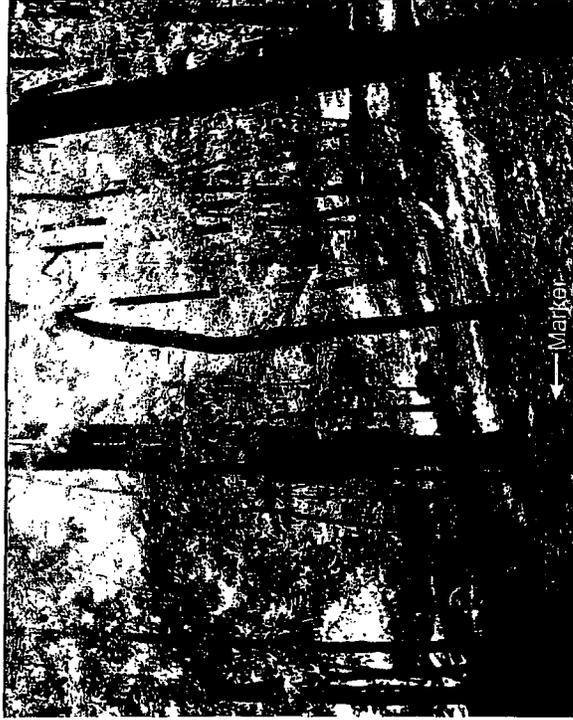


Photo #3

Photo Set #1
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY
Source: TMA
Date: 05/27/03



Photo #4



Photo #5



Photo #6

Photo Set #2
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY

Source: TMA
1 36/27/03

Tim Miller Associates, Inc., 10 North Street, Cold Spring
New York 10516 (845) 265-4400 Fax (845) 265-4418



Photo #7

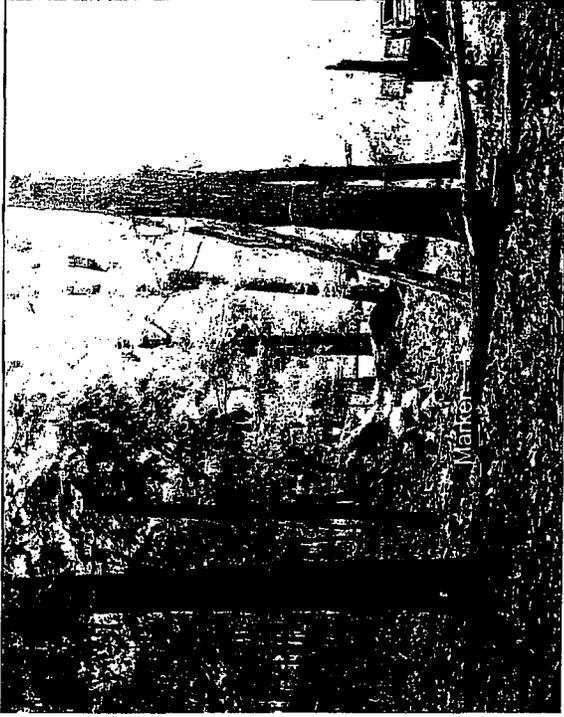


Photo #8



Photo #9

Photo Set #3
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY

Source: TMA
r 05/27/03



Photo #10



Photo #11



Photo #12

Photo Set #4
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY
Source: TMA
Date: 05/27/03



Photo #13



Photo #14



Photo #15

Photo Set #5
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY
Source: TMA
Date: 05/27/03



Photo #16



Photo #17



Photo #18

Photo Set #6
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY

Source: TMA
Date: 05/27/03

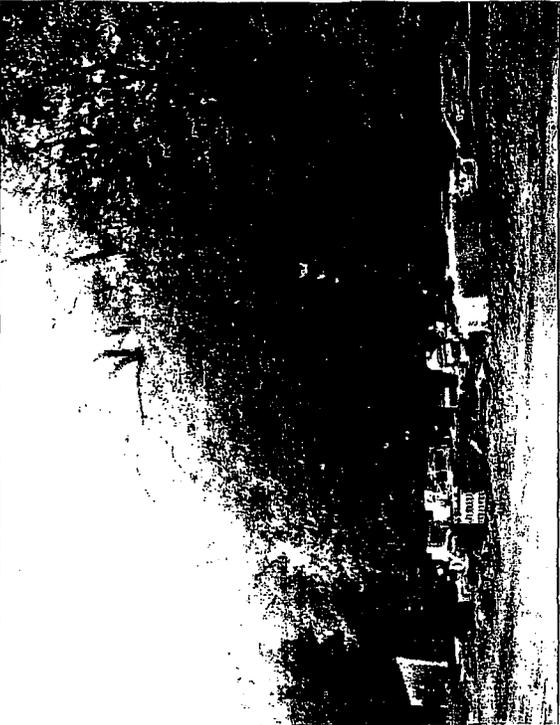


Photo #19



Photo #20



Photo #21

Photo Set #7
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY
Source: TMA
Date: 05/27/03



Photo #22

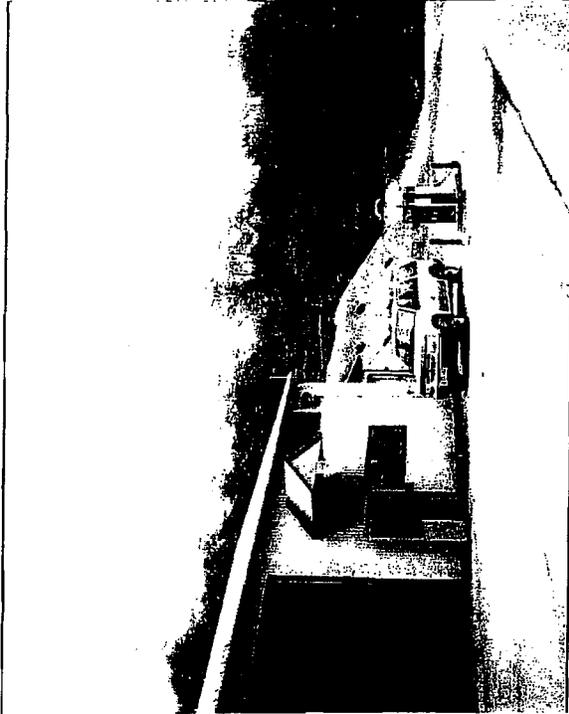
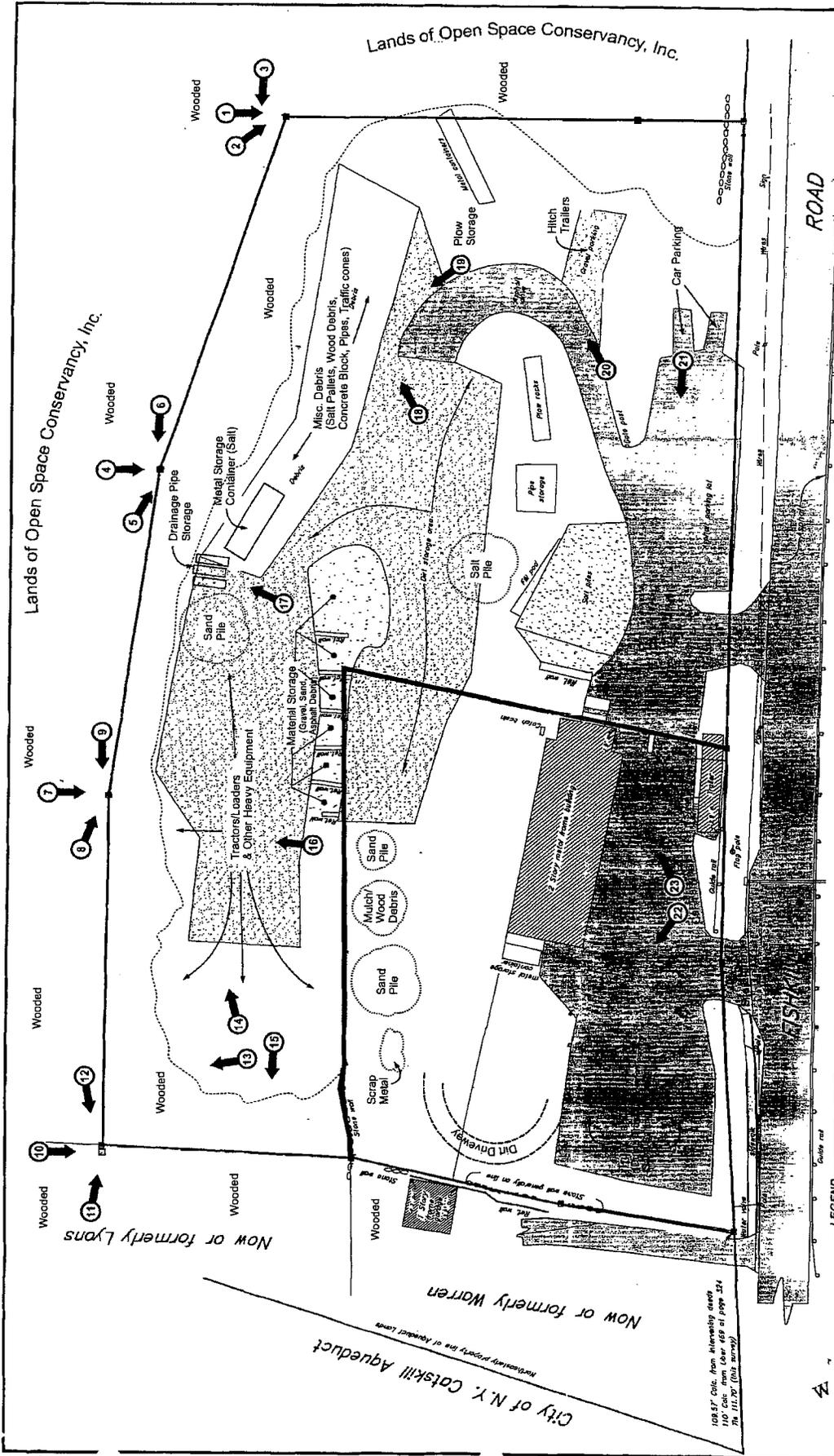


Photo #23

Photo Set #8
Philipstown Highway Department Baseline Survey
Town of Philipstown, Putnam County, NY
Source: TMA
Date: 05/27/03



LEGEND

- OSI Parcel Boundary
- Philipstown Parcel Boundary
- Approximate Treeline
- ➔ Photo Location & View Direction

Figure 1: Site Features & Photo Locations
 Philipstown Highway Department Baseline Survey
 Town of Philipstown, Putnam County, New York
 Base Map: Bacey & Watson Surveying & Engineering, PC
 Scale: 1" = 46'

Tim Miller Associates, Inc., 10 North Street, Cold Spring, New York 10516 (845) 265-4400 Fax (845) 265-4418

File 8037 TWA 02/2003

City of N.Y. Catskill Aqueduct
 Northeastern property line of Aqueduct Lands
 Now or formerly Warren

Lands of Open Space Conservancy, Inc.
 Wooded

Lands of Open Space Conservancy, Inc.
 Wooded

ROAD

108.87' Calc. from intensity survey
 110' Calc. from laser 658 at page 214
 111.30' (this survey)

SCHEDULE "B"

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

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

The Putnam County Legislature, acting as Lead Agency, has determined that the Proposed Action described below will not have a significant effect on the environment and that a Draft Environmental Impact Statement will not be prepared.

Name of Action: Proposed installation of a 120 foot cellular monopole tower with the associated equipment shelter, backup generators and telecommunications equipment at a Town of Philipstown property located at 50 Fishkill Road, Cold Spring, New York.

Status: Type I
 Unlisted

Conditioned Negative Declaration: Yes
 No

Coordinated Review: Yes
 No

Description of Action: The Proposed Action consists of the County and Motorola entering into a public private partnership with the Town of Philipstown via a lease agreement for the purpose of constructing the monopole tower and supporting equipment with County emergency service antennas located thereon all of which shall be situated on or within the lease parcel. The property is subject to a conservation easement through Open Space Institute ("OSI"), of whom the County has worked closely with to receive authorization/ approval to construct the Facility thereon. The action also includes a determination whether the proposal should be immune from local zoning regulations as the facility is located on Town-owned property.

Location: The proposed project is located at 50 Fishkill Road, Cold Spring, NY, known as the Philipstown Highway Department facility.

Reasons Supporting This Determination:

Based upon a review of the short Environmental Assessment Form (EAF), the Visual Resource Evaluation, the RF Exposure Compliance Report, the FAA Certification, the Structural Certification, the Plans, the lease terms, the letters of need from the County, and other documents submitted and testimony made at the public hearings in connection with the lease to allow the construction of antenna support structure, the Putnam County Legislature, as Lead Agency, 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 have a significant adverse environmental impact as a result of physical changes to the leasehold site. *The project site is previously disturbed and will require minimal site work.*
- 2) The Proposed Action will not have a significant adverse environmental impact on unique or unusual land forms found on the site. *No tree removal is anticipated.*
- 3) The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected. *The facility will not be located in any wetlands or wetland buffer areas.*
- 4) The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.
- 5) The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity. *All necessary erosion and sediment control measures will be implemented. Moreover, the facility will not be located in any wetlands or wetland buffer areas.*
- 6) The Proposed Action will not have a significant adverse environmental impact as a result of altered drainage flow or patterns, or surface water runoff.
- 7) The Proposed Action will not have a significant adverse environmental impact on air quality.
- 8) The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species. *None are located in the area of the proposed facility.*
- 9) The Proposed Action will not have a significant adverse environmental impact on non-threatened or non-endangered species.
- 10) The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.
- 11) The Proposed Action will not have a significant adverse environmental impact on aesthetic resources, as evidenced by the Visual Resource Evaluation. *Based on the location of the facility at an existing non-residential County-owned property, and the design of the slender monopole, potential visual impact from the few locations where it will be visible will be minimal. In addition, the antenna support structure contemplated under the proposed Lease will not require FAA lighting and or marking, and thus will not result in a significant adverse impact.*

- 12) The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.
- 13) The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.
- 14) The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of a critical environmental area (CEA) established pursuant to 6 NYCRR Part 617.14(g).
- 15) The Proposed Action will not have a significant adverse environmental impact on existing transportation systems.
- 16) The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.
- 17) The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise, or vibration.
- 18) The Proposed Action will not have a significant adverse environmental impact on the public health and safety. *An RF Exposure Report submitted in connection with the proposed Lease confirms that the antenna support structure contemplated under the proposed Lease even when fully occupied and operating will meet FCC guidelines for radio frequency exposure in accordance with Federal law.*
- 19) The Proposed Action will not have a significant adverse environmental impact on the character of the existing community for the reasons described above in relation to the aesthetic impact and safety impact.
- 20) 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 results in a substantial adverse impact on the environment.
- 21) When analyzed with two or more related actions, 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).
- 22) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect and cumulative impacts, including simultaneous or subsequent actions.

The Lead Agency has relied upon the Environmental Assessment Form, a Radio Frequency

Compliance Report prepared by Tectonic, and a Phase II environmental analysis and Visual Analysis prepared by Tectonic, the plans and a structural certification prepared by Motorola, the correspondence and testimony related to the need for the proposed use particularly for public safety, and a prepared FAA certification from Motorola, in preparing this document.

Lead Agency: Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Contact Person: Barbara Barosa, Commissioner
Putnam County Department of Planning, Development and Public
Transportation
841 Fair Street
Carmel, NY 10512

Telephone Number: (845) 878-3480

A copy of this notice has been filed with:

Town of Philipstown
P.O. Box 155
Cold Spring, NY 10516

Village of Nelsonville
258 Main Street
Nelsonville, NY 10516

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

New York State Department of Environmental Conservation
Attn: Commissioner
625 Broadway
Albany, NY 12233

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RESOLUTION

WHEREAS, the Town of Philipstown is owner in fee of approximately 2.591 acres of land situate in the Village of Nelsonville, Town of Philipstown, Putnam County, State of New York identified as Tax Map No. 38.14-1-28 (the "Property"); and

WHEREAS, the Town granted to Open Space Conservancy, Inc., now known as Open Space Institute Land Trust, Inc., a conservation easement dated February 18, 2004, and recorded in the Putnam County Clerk's Office at Liber 1660, Page 25 ("Conservation Easement") encumbering the Property; and

WHEREAS, the Conservation Easement sets forth as its purpose to "maintain the current use of the Property for municipal highway department purposes, and to prohibit other uses of the Property unless such use receives the prior written approval of the Grantee.

WHEREAS, the County desires to construct and operate a non-commercial 120-foot tall radio transmission tower and supporting structures (hereinafter the "Facility"), on the Property for the purpose of enhancing critical emergency communications in the Town of Philipstown and surrounding area, which communications are currently severely limited; and

WHEREAS, the Town is willing to allow the County to construct and operate the Facility on the Property for the said purpose; and

WHEREAS, the County has demonstrated that the most appropriate location for the Facility in the Town of Philipstown and surrounding area is on the Property; and

WHEREAS, the language of the Conservation Easement does not permit the construction and operation of the proposed Facility; and

WHEREAS, the Town and County have requested an amendment to the Conservation Easement to allow the Property to be used for the purpose of constructing, leasing and operating the Facility on the Property; and

WHEREAS, OSILT agrees that enhancing area-wide emergency communications is an essential municipal and county function and that use of a portion of the Property for the Facility satisfies a critical public need; and

WHEREAS, to offset the construction of the Facility both the Town and County have agreed to transfer municipally owned parcels of land totaling approximately 18 acres to HHLT to become part of the land trust's Canopus Creek Preserve; and

WHEREAS, HHLT is a land trust accredited by the Land Trust Accreditation Commission and conserves land throughout the Hudson Highlands of New York State, including land situated in the Town of Philipstown, Putnam County, New York; and

WHEREAS, OSILT's Board of Trustees has approved amending the Conservation Easement to allow the construction, operation and leasing of the Facility on the Property because of the important public need and that 18 acres of land to be donated to HHLT to become part of HHLT's Canopus Creek Preserve; and

WHEREAS, the County parcels to be conveyed to HHLT total approximately ___ acres and are designated and described as Town of Philipstown TM # 83.14-1-7, 83.14-1-10, 83.14-1-11, and 83.14-1-15; and

WHEREAS, three (3) of those parcels, Town of Philipstown TM # 83.14-1-10, 83.14-1-11, and 83.14-1-15, were previously designated as public parkland; now therefore be it

RESOLVED, that the Putnam County Legislature does hereby request the New York State Legislature to prepare and introduce the necessary alienation legislation that would enable the County of Putnam to transfer Town of Philipstown TM # 83.14-1-10, 83.14-1-11, and 83.14-1-15; to HHLT; and, be it further

RESOLVED, that the Putnam County Legislature hereby directs its Clerk to transmit copies of this Resolution to each member of the New York State Legislature that represents any portion of the County of Putnam and to the Speaker of the State of New York Assembly and to the Majority Leader of the New York State Senate.

cc All
Phys

Edward Gordon

From: Barbara Barosa
Sent: Friday, November 7, 2025 1:32 PM
To: Diane Trabulsy; Edward Gordon
Cc: Thomas Lannon; Andrew Negro <anegroesq@gmail.com>; County Executive; Matthew Covucci
Subject: Resolution - Parkland Alienation for Philipstown E911 Tower
Attachments: Parkland Alienation Resolution.doc

Attached please find a proposed Resolution respectfully requested to be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner ● Department of Planning, Development & Public Transportation ●

PHONE | 845.878-3480 ● WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

15

RESOLUTION

APPROVAL/TRANSFER OF CERTAIN REAL PROPERTY OWNED BY THE COUNTY OF PUTNAM TO HUDSON HIGHLANDS TRUST

WHEREAS, the Town of Philipstown owns certain property in the Village of Nelsonville Putnam County, New York, which is used as a Highway Department Garage; and

WHEREAS, the County of Putnam and the Town of Philipstown propose to construct an emergency communications tower on the said property; and

WHEREAS, the said property is subject to a conservation easement held by the Open Space Conservatory, Inc., now known as the Open Space Institute Land Trust, Inc. (hereinafter OSILT); and

WHEREAS, the conservation easement does not currently permit construction of an emergency communications tower on the said property; and

WHEREAS, in consideration for waiving the restrictions of the conservation easement and allowing the emergency communications tower to be built on said property, OSILT has requested that certain parcels of vacant real property owned by the County of Putnam (Tax Lots Section 8.14, Block 1, Lots 7, 10, 11 & 15) and that certain parcels of vacant real property owned by the Town (Tax Lots Section 83.14, Block 1, Lots 4, 5, 6, 8, 9, 12, 13, 14, 16, 17, 18, 19, & 20), amounting in total to approximately 18.4 acres, be conserved in perpetuity through transfer of title of those lots to the Hudson Highlands Trust ("HHLT") as an extension of its adjacent Canopus Creek Preserve; and

WHEREAS, the Legislature has reviewed the parcels at issue that are owned by the County of Putnam and finds that they do not serve any present or intended future municipal use except for green space, and may be declared surplus; now, therefore be it

RESOLVED, that the Putnam County Legislature hereby declares the lots owned by the County of Putnam, identified by tax map identification numbers 83.14-1-7, 83.14-1-10, 83.14-1-11, and 83.14-1-15 to be surplus; and be it further

RESOLVED, that transfer of title of the said lots to HHLT constitutes fair and adequate consideration for waiver of the restrictions of the conservation easement on the Town's aforesaid property to allow for construction of the proposed emergency communications tower; and be it further

RESOLVED, that the Putnam County Legislature hereby authorizes the County Executive to enter into a Memorandum of Understanding with OSILT, HHLT and the Town providing for the waiver of the restrictions of the conservation easement on the Town's aforesaid property to allow for construction of the proposed emergency communications tower, and the transfer of title to the aforesaid lots to HHLT, a copy of which is attached hereto as Exhibit "A"; and be it further

RESOLVED, that pursuant to Section 31-8(B) of the Putnam County Code, the Putnam County Legislature approves the transfer of the lots identified by tax map numbers 83.14-1-7, 83.14-1-10, 83.14-1-11, and 83.14-1-15 to HHTL; and be it further

RESOLVED, that said transfer shall be subject to and conditioned upon the County obtaining all necessary and required legislation and approvals as may be required for the alienation of public parkland; and

RESOLVED, that the Putnam County Legislature hereby authorizes the County Executive to execute a deed or deeds for transfer of title to said lots to HHLT, appropriate recording documents, and any and all documents necessary to effectuate the terms of this resolution; and be it further

RESOLVED, that the aforementioned lots shall be conveyed to HHLT in an “as is” condition by Quitclaim deed; and be it further

RESOLVED, that the Putnam County Attorney is authorized to take whatever legal action is necessary to effectuate the transfer as herein approved; and it be it further

RESOLVED, that this Resolution shall take effect immediately.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____ 2025, by and between the TOWN OF PHILIPSTOWN ("TOWN"), the COUNTY OF PUTNAM ("COUNTY"), HUDSON HIGHLANDS LAND TRUST, INC. ("HHLT") and OPEN SPACE INSTITUTE LAND TRUST, INC. ("OSILT" and together with Town, County and HHLT, the "Parties") for the purposes of establishing the Parties understanding and expectations with respect to the siting and construction of an emergency communications tower and supporting facilities on land owned by the Town.

RECITALS

WHEREAS, the TOWN is owner in fee of approximately 2.591 acres of land situate in the Village of Nelsonville, Town of Philipstown, Putnam County, State of New York identified as Tax Map No. 38.14-1-28 (the "Property"); and

WHEREAS, the TOWN uses the Property for a municipal highway department garage; and

WHEREAS, the TOWN granted to Open Space Conservancy, Inc., now known as Open Space Institute Land Trust, Inc., a conservation easement dated February 18, 2004, and recorded in the Putnam County Clerk's Office at Liber 1660, Page 25 ("Conservation Easement") encumbering the Property; and

WHEREAS, the Conservation Easement sets forth as its purpose to "maintain the current use of the Property for municipal highway department purposes, and to prohibit other uses of the Property unless such use receives the prior written approval of the Grantee.

WHEREAS, the COUNTY desires to construct and operate a non-commercial 120-foot tall radio transmission tower and supporting structures (building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (hereinafter the "Emergency Telecommunications Facilities")), on the Property for the purpose of enhancing critical emergency communications in the Town of Philipstown and surrounding area, which communications are currently severely limited; and

WHEREAS, the TOWN is willing to allow the COUNTY to construct and operate the said non-commercial 120-foot-tall radio transmission tower and supporting

structures on the Property for the said purpose; and

WHEREAS, the COUNTY through Motorola Solutions, the proposed developer and lessee of the Emergency Telecommunications Facilities, has demonstrated that the most appropriate location for the radio transmission tower in the Town of Philipstown and surrounding area is on the Property; and

WHEREAS, the language of the Conservation Easement does not permit the construction and operation of the proposed Emergency Telecommunications Facilities; and

WHEREAS, the TOWN and COUNTY have requested an amendment to the Conservation Easement to allow the Property to be used for the purpose of constructing, leasing and operating the Emergency Telecommunications Facilities on the Property; and

WHEREAS, OSILT agrees that enhancing area-wide emergency communications is an essential municipal and county function and that use of the Property for the Emergency Telecommunications Facilities satisfies a critical public need; and

WHEREAS, the TOWN and COUNTY both agree that use of the Emergency Telecommunications Facilities will be restricted to public, non-commercial use and that any commercial use of the Emergency Telecommunications Facilities will be prohibited;

WHEREAS, to offset the construction of the Emergency Telecommunications Facilities both the TOWN and COUNTY have agreed to transfer municipally owned parcels of land totaling approximately 18.4 acres to HHLT to become part of the land trust's Canopus Creek Preserve;

WHEREAS, HHLT is a land trust accredited by the Land Trust Accreditation Commission and conserves land throughout the Hudson Highlands of New York State, including land situated in the Town of Philipstown, Putnam County, New York;

WHEREAS, OSILT's Board of Trustees has approved amending the Conservation Easement to allow the construction, operation and leasing of the non-commercial Emergency Telecommunications Facilities on the Property because of the important public need and that 18 acres of land to be donated to HHLT to become part of HHLT's Canopus Creek Preserve;

NOW THEREFORE, the TOWN, the COUNTY, HHLT and OSILT agree as follows:

1. OSILT will work with the TOWN to finalize and record an amended conservation easement substantially in the form attached hereto as Appendix A, which amended conservation easement will permit the construction, operation and leasing of the non-commercial Emergency Telecommunications Facilities on the Property. OSILT and the TOWN anticipate recording the amended conservation easement by December 31, 2025.

2. Conditional upon execution of the amended conservation easement, the TOWN and the COUNTY will enter into an license agreement for maintenance of the Emergency Telecommunications Facilities by the COUNTY on the Property substantially in the form attached hereto as Appendix B.

3. The Parties will execute the Indemnity and Hold Harmless Agreement attached hereto as Appendix C by December 31, 2025.

4. The TOWN agrees to donate to HHLT and HHLT agree to accept from the TOWN the following town-owned parcels identified by the tax map numbers:

83.14-1-4
83.14-1-5
83.14-1-6
83.14-1-8
83.14-1-9
83.14-1-12
83.14-1-13
83.14-1-14
83.14-1-16
83.14-1-17
83.14-1-18
83.14-1-19
83.14-1-20

The above identified parcels are to be transferred to HHLT as soon as possible, but no later than January 31, 2026.

5. The COUNTY agrees to donate to HHLT and HHLT agrees to accept from the COUNTY the following county-owned parcels identified by the tax map numbers:

83.14-1-7
83.14-1-10
83.14-1-11
83.14-1-15

The above identified county-owned parcels are to be transferred to HHLT as soon as the COUNTY completes the alienation process with the New York State Legislature applicable to lands previously dedicated as parkland. The Parties acknowledge that the conveyance of the County owned parcels is subject to parkland alienation approval by the New York State Legislature.

6. Pending completion of the parkland alienation process with the New York State Legislature, the COUNTY and HHLT agree to enter into a revocable license agreement for those parcels identified in Paragraph 5, above, substantially in the form attached hereto as Appendix D. Under the terms of the revocable license agreement, the COUNTY shall allow HHLT to manage the four county-owned parcels as if those parcels were owned in fee by HHLT, including the regulation of hunting consistent with HHLT policy. In the event that the requisite parkland alienation process is disapproved for any reason precluding the transfer of those parcels identified in Paragraph 5, above, the parties agree that the County and HHLT shall continue said revocable license agreement which shall automatically renew annually, unless and until HHLT notifies the COUNTY of its intention not to renew same prior to the commencement of a succeeding renewal term.

7. The COUNTY agrees to reimburse OSILT for the costs and expenses incurred by OSILT for its involvement with amending the Conservation Easement and administering the donation of land between the TOWN, COUNTY and HHLT. For such costs and expenses to be reimbursable, OSILT must provide documentation of same to the COUNTY. The COUNTY agrees to reimburse OSILT for all documented costs and expenses by April 30, 2026.

8. This MOU may be executed in counterparts (and delivered by facsimile or electronically scanned copy), which shall be binding as of the date written below, and, when delivered, both of which shall constitute one and the same instrument.

9. This MOU shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the TOWN, the COUNTY and OSILT have executed this MOU by their duly authorized representatives as of the date first listed above.

TOWN OF PHILIPSTOWN
A New York municipal corporation

COUNTY OF PUTNAM

By: _____
Its:

By: _____
Its:

**HUDSON HIGHLANDS
LAND TRUST, INC.**
a New York not-for-profit
corporation

**OPEN SPACE INSTITUTE
LAND TRUST, INC.**
a New York not-for-profit
corporation

By: _____
Its:

By: _____
Its:

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

AMENDMENT TO CONSERVATION EASEMENT

[Emergency Communications Tower - Philipstown Highway Department Garage]

This AMENDMENT TO CONSERVATION EASEMENT is made this ___ day of _____, 2025, between the Town of Philipstown, a New York municipal corporation with offices at 238 Main Street, Cold Spring, New York 10516 and Open Space Institute Land Trust, Inc. (formerly known as "Open Space Conservancy, Inc."), a New York not-for-profit corporation, having a principal place of business at 1370 Broadway, Fifth Floor, New York, New York 10018 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is owner in fee of approximately 2.591 acres of land situate in the Village of Nelsonville, Town of Philipstown, Putnam County, State of New York identified as Tax Map No. 38.14-1-28 (the "Property"); and

WHEREAS, Grantor granted to Grantee a conservation easement dated February 18, 2004, and recorded in the Putnam County Clerk's Office at Liber 1660, Page 25 ("Conservation Easement") encumbering the Property; and

WHEREAS, the Conservation Easement sets forth as its purpose to "maintain the current use of the Property for municipal highway department purposes, and to prohibit other uses of the Property unless such use receive the prior written approval of the Grantee. As used in this Conservation Easement, the term 'municipal highway department purposes' shall include the following activities undertaken by a municipal corporation: the storage, maintenance, and repair of vehicles and equipment; the storage of road maintenance materials; the maintenance, repair, and/or in-kind replacement of existing structures used in connection with such purposes"; and

WHEREAS, Grantor and Putnam County desire to construct and operate a non-

commercial 120-foot tall radio transmission tower and supporting structures (building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (hereinafter the "Emergency Telecommunications Facilities")), on the Property as shown on Exhibit A attached hereto for the purpose of enhancing critical emergency communications in the Town of Philipstown and surrounding area, which communications are currently severely limited; and

WHEREAS, Putnam County through Motorola Solutions, the proposed developer and lessee of the Emergency Telecommunications Facilities, has demonstrated that the most appropriate location for the radio transmission tower in the Town of Philipstown and surrounding area is on the Property; and

WHEREAS, Grantor has requested an amendment to the Conservation Easement to allow the Property to be used for the purpose of constructing, leasing and operating the Emergency Telecommunications Facilities on the Property; and

WHEREAS, Grantee agrees that enhancing area-wide emergency communications is an essential municipal and county function and that use of the Property for the Emergency Telecommunications Facilities satisfies a critical public need; and

WHEREAS, Grantor and Putnam County both agree that use of the Emergency Telecommunications Facilities will be restricted to public, non-commercial use and that any commercial use of the Emergency Telecommunications Facilities will be prohibited;

NOW, THEREFOR, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to amend the Conservation Easement as follows:

- (1) The second sentence of Paragraph 1.2 of the Conservation Easement shall be amended as follows:

As used in this Conservation Easement, the term "municipal highway

department purposes” shall include the following activities undertaken by a municipal corporation: the storage, maintenance, and repair of vehicles and equipment; the storage of road maintenance materials; the maintenance, repair, and/or in-kind replacement of existing structures used in connection with such purposes; and the construction, lease and operation of non-commercial Emergency Telecommunication Facilities with a radio transmission tower that shall not exceed 120-feet in height.

(2) Except as herein amended, the Conservation Easement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument this ____ day of _____, 2025.

GRANTOR

TOWN OF PHILIPSTOWN

By: _____

Name:

Title:

GRANTEE

OPEN SPACE INSTITUTE LAND TRUST, INC.

By: _____

Name:

Title:

Exhibits: Exhibit A (Tower Location Map)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ___ day of _____, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jared Sandberg personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ___ day of _____, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jared Sandberg personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Lease" or "Agreement"), is made and entered into as of this ____ day of _____, 2025 (the "Execution Date"), by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "LESSEE"), and TOWN OF PHILIPSTOWN, a municipal corporation, having its principal offices at 238 Main Street in Cold Spring (hereinafter referred to as the "LESSOR"). Each of LESSOR and LESSEE is individually referred to herein as a "Party," and collectively as the "Parties."

SECTION 1: RECITALS

WHEREAS, LESSOR is the owner of a certain parcel of land located on Route 301 in the Village of Nelsonville, known as the Town of Philipstown Highway Facility, designated as Tax Map No. 38.14-1-28 (the "Property"); and

WHEREAS, LESSEE is a provider of emergency services and desires to lease from LESSOR approximately two thousand six hundred (2,600) square feet of the Property, as shown on the site plan (the "Site Plan") attached hereto and incorporated herein as **Exhibit "A"**, (the "Leased Premises") to construct a radio transmission tower facility for LESSEE's non-commercial use, to support said emergency services, and such non-commercial use of its subtenants and licensees (collectively, "Licensees"), which facility includes a telecommunications tower, building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

WHEREAS, LESSOR is willing to lease to LESSEE, and LESSEE is willing to lease from LESSOR, the Leased Premises upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the LESSOR and LESSEE hereby agree as follows:

SECTION 2: LEASED PREMISES AND PERMITTED USE

LESSOR hereby leases the Leased Premises to LESSEE, more particularly described in **Exhibit "A"**, attached, for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of emergency services communications and signals (the "Permitted Use"). The parties agree that the Telecommunications Facilities shall be consistent with the Site Plan. The parties further acknowledge and agree that the leased premises is subject to a certain conservation easement ("Easement"), incorporated herein as **Exhibit "B"**, held by Open Space Institute Land Trust, Inc. ("OSI"), that LESSEE's use must be consistent with the terms of said conservation easement, and that LESSOR and LESSEE shall not use the premises for commercial purposes.

SECTION 3: CONDITION PRECEDENT

It shall be a condition precedent to the formation of this Lease that LESSOR shall obtain from OSI an amendment of the Easement permitting on the Property such uses as contemplated

herein, including explicitly authorizing the Property to be used for “telecommunications towers” and/or “radio towers” and “emergency services.” It shall be deemed that no Agreement exists between the parties unless and until the condition precedent is satisfied, irrespective of whether the document itself is fully executed, and satisfaction of such condition shall be strictly interpreted.

SECTION 4: TERM

The “Initial Term” of this Lease will be thirty-five (35) years from the Execution Date and shall automatically renew for up to six (6) additional terms of five (5) years each (each, a “Renewal Term”) unless LESSEE notifies LESSOR of its intention not to renew prior to the commencement of the succeeding Renewal Term. The Initial Term and each successive Renewal Term is referred to herein as the “Term.”

SECTION 5: RENT

Rent shall be One Dollar (\$1.00) due (1) for the Initial Term, on the Execution Date; and (2) for Renewal Terms, upon the first of the month immediately succeeding the end of the prior Term.

SECTION 6: COMPLIANCE WITH LAW

(A) LESSEE shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations (including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration (“FAA”) approval of the tower that is a part of the Telecommunications Facilities) (the “Tower”) in connection with the use, operation, maintenance, construction and/or installation of the Telecommunications Facilities on the Premises.

(B) LESSOR hereby agrees that the portion of the Property on which the Leased Premises are located is hereby released from the restrictions set forth in any deed restrictions or conservation easement limiting the use of the Property (the “Deed Restrictions”) beyond the aforementioned conservation easement held by OSI.

SECTION 7: LESSOR’S USE OF PREMISES

The Parties agree that LESSOR, with the prior written approval of LESSEE, which shall not be unreasonably withheld, shall have the right, at LESSOR’s sole cost, to place and operate certain equipment owned by LESSOR on the Telecommunications Facilities, provided that same does not interfere with LESSEE’s equipment and/or operations. LESSEE shall, in consultation with LESSOR, determine the location and placement of LESSOR’s equipment on the Telecommunications Facilities.

SECTION 8: LESSEE IMPROVEMENTS AND REMOVAL

(A)(1) Prior to commencing construction of the Telecommunications Facilities on the Leased Premises, LESSEE shall submit plans and specifications for all improvements that conform to the requirements of the following paragraph (the “Plans and Specifications”) to LESSOR for LESSOR’s written approval, such approval not to be unreasonably withheld, conditioned, or delayed. No improvement, construction, installation or alteration shall be commenced until the Plans and Specifications have been approved by LESSOR and all necessary

Governmental Approvals have been issued. Notwithstanding the foregoing, LESSOR shall be deemed to have approved the Plans and Specifications if it fails to respond in writing to LESSEE within sixty (60) days following LESSOR's receipt of same.

(A)(2) The Plans and Specifications shall be drawn to scale and show: (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all structures, including fencing; (v) the proposed type of construction material for all structures, including fencing, and (vi) any other details that LESSOR may reasonably request.

(A)(4) LESSOR agrees and acknowledges that: (i) the Telecommunications Facilities and all of the equipment, fixtures and property of LESSEE that are a part thereof shall remain the personal property of LESSEE whether or not said items are deemed to constitute fixtures and/or attachments to real property under applicable law; and (ii) LESSEE shall have the right to remove the same at any time during the Term of this Agreement.

(B)(1) At LESSOR's request, LESSEE shall remove the Telecommunications Facilities (excluding the tower foundation, underground utilities and footings) within ninety (90) days following the expiration or earlier termination of this Lease (the "Removal Period"). Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property owned by LESSOR or its lessees. Notwithstanding the foregoing, if, LESSEE requests permission not to remove all or a portion of the Telecommunications Facilities and LESSOR consents to such non-removal in writing, title to the affected Facilities shall automatically transfer to LESSOR and shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of all removal obligations in connection therewith.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), LESSEE shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of LESSEE's improvements, excluding the tower foundation, underground utilities, and footings, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by LESSEE pursuant to subparts (1) and (2) above shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

(B)(4) Any claims related to the condition of the Premises must be presented by LESSOR in writing to LESSEE within ninety (90) days after LESSEE's removal of the Telecommunications Facilities or LESSOR shall be deemed to have irrevocably waived any and all such claims.

SECTION 9: ACCESS

LESSOR and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; *provided, however*, that LESSOR provides prior telephonic notice to LESSEE, via Thomas C. Lannon, Sr., Director of IT & GIS, at: (845) 808-1800, or such other number as may be designated by LESSEE from time to time during the Term, and LESSOR shall not have any right to enter the interior of any building or other structure on the Premises that houses telecommunications equipment. LESSEE shall have the right to ingress and egress over the Property to access the Premises twenty-four (24) hours a day, seven (7) days

a week, *provided, however*, that neither LESSEE nor its agents, employees or contractors interfere with LESSOR's operations on the Property or the Premises, as authorized by the Communications License Agreement between the Parties pursuant to which LESSOR will locate and operate certain LESSOR-owned equipment on the tower.

SECTION 10: INDEMNIFICATION

(A) LESSEE agrees to indemnify, defend and hold harmless LESSOR, its officers, directors, employees, contractors and agents from and against any and all injury, death, loss, damages, or liabilities (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels) which arise out of LESSEE'S use and occupancy of the Site and/or Property, or LESSEE'S breach of any provision of this Agreement. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the LESSOR, its employees, agents or independent contractors.

(B) LESSOR agrees to indemnify, defend and hold harmless LESSEE, its officers, directors, employees, contractors and agents from and against any and all injury, death, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels) which arise out of LESSOR'S use and occupancy of the Site and/or Property, or LESSOR'S breach of any provision of this Agreement. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the LESSEE, its employees, agents or independent contractors.

(c) The indemnity obligations under this Section will survive termination of this Agreement.

SECTION 11: INSURANCE

(A) To the maximum extent permitted under their respective insurance policies, the parties agree that the insurers shall have no right to recovery or subrogation against either LESSOR or LESSEE (including employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) LESSOR shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. LESSEE shall, at its own cost and expense, provide the following insurance coverage, name the LESSOR as an additional insured thereunder, and provide a certificate of insurance confirming such coverage to LESSOR:

(1) Worker's Compensation and Employer's Liability Policy, covering operations in New York State.

(2) Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:

- (a) Products/completed operations
- (b) Independent contractors
- (c) Explosive, collapse and underground losses
- (d) Contractual liability
- (e) Broad form property damage liability; and

(f) Personal injury.

(C) Property Damage Policy providing replacement cost for all of LESSEE's equipment located on the Leased Premises.

(E) Certificates shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to LESSOR.

SECTION 12: UTILITIES

(A) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(B) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR's behalf, any and all such documents.

SECTION 13: DEFAULT

(A) In the event that LESSEE fails to perform any obligation under this Lease and such failure continues for a period of sixty (60) days following written notice from LESSOR, then LESSOR shall have the right to pursue any remedies available to it at law or in equity, including but not limited to, the right to terminate this Lease. Except as otherwise provided in this Lease, if a breach cannot reasonably be cured by Lessee within such sixty (60) day period, this lease may not be terminated. If Lessee commences action to cure the breach within such sixty (60) day period and proceeds with due diligence, in good-faith, to fully cure the breach, then no default shall exist hereunder, provided that such efforts to cure are diligently pursued and completed within ninety (90) days (or as otherwise extended by LESSOR). The following will be deemed a breach by LESSOR and a default of this Agreement: (i) Lessor's failure to provide access to the Site as required by this Agreement within twenty-four (24) hours after written notice of such failure or (ii) Lessor's failure to cure an interference problem as required by Section 9 of this Agreement after written notice of such failure. In addition to the foregoing, except to the extent a shorter cure period is specified under this Agreement, it shall also be a LESSOR default, in the event that Lessor fails to perform any term or condition of this Agreement within thirty (30) days following receipt of written notice from Lessee. In the event that such cure cannot be reasonably completed within such thirty (30) day period and if Lessor commences the cure within such thirty (30) day period and proceeds with due diligence, in good-faith, to fully cure the breach, then no default shall exist hereunder, provided that such efforts to cure are diligently pursued and completed within sixty (60) days (or as otherwise extended by Lessee). In the event of an

uncured Lessor default, Lessee shall have the right to pursue any remedies available to it at law or in equity, including but not limited to, the right to terminate this Agreement. Except with regard to any indemnity obligation under this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(B) The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

SECTION 14: WAIVER BY LESSOR OR LESSEE LIMITED

If either the LESSOR or LESSEE waives or fails to enforce any of their rights under the Lease, this does not mean that any other rights under the Lease are waived. Further, if the LESSOR or LESSEE waives or fails to enforce any of their rights under a specific paragraph of the Lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

SECTION 15: WAIVER OF JURY TRIAL

The LESSOR and LESSEE both waive their right to a jury trial in any action or proceeding between the parties upon or connected with this lease, either directly or indirectly. However, under the law, either party may enforce their right to a jury trial in any action for personal injury or property damage.

SECTION 16: INVALIDITY OR ILLEGALITY OF PART OF LEASE

If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the Lease shall remain in full force and effect.

SECTION 17: PERSONS BOUND BY LEASE

It is the intent of the parties that this Lease shall be binding upon the LESSOR and LESSEE and upon any parties who may in the future succeed to their interests.

SECTION 18: CAPTIONS FOR PARAGRAPHS OF LEASE

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

SECTION 19: QUIET ENJOYMENT

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

SECTION 20: CONDEMNATION

If all or any part of the Premises, or if all or any part of the Property underlying the telecommunications tower or providing access to the Premises is taken by eminent domain or

other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the permitted use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the telecommunications tower and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

SECTION 21: FORCE MAJEURE

Notwithstanding any other provision of this Lease, if LESSEE'S performance of this Lease or of any obligation hereunder is interfered with, delayed, restricted or prevented, in whole or in part, by reason of an event of Force Majeure (as defined below), then LESSEE, upon giving notice to LESSOR, shall be excused from such performance to the extent and for the duration of such interference, delay, restriction or prevention, and the term of this Lease and any other time periods set forth herein shall continue and be extended for a like period of time. "Force Majeure" means any act or condition beyond the reasonable control of LESSEE, whether or not similar to the matters or conditions herein specifically enumerated, and includes: acts of God or the elements (including fire, earthquake, explosion, flood, epidemic or any other casualty or accident); strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; inability to sell electricity at commercially reasonable prices in the open market; transmission system power failure or power surge; war, terrorism, sabotage, civil strife or other violence; acts or failures to act of LESSOR; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after an application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of LESSOR in the Property and/or of LESSEE under this Lease.

SECTION 22: SURRENDER

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

SECTION 23: NOTICES

All notices required or otherwise arising out of this Lease must be in writing and served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice at its address set forth above or at such other address as it may hereafter designate by notice given in a like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time mailed.

SECTION 24: NO ORAL CHANGE

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

SECTION 25: AUTHORITY TO EXECUTE LEASE

The County Executive of the County of Putnam has executed this Lease pursuant to a Resolution adopted by the Putnam County Legislature, at a meeting thereof held on the ____ day of _____, 2025. The honorable KEVIN BYRNE, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the County of Putnam.

The Town Supervisor of the Town of Philipstown has executed this Lease pursuant to a Resolution adopted by the Philipstown Town Board, at a meeting hereof held on the ____ day of _____, 2025. The honorable JOHN VAN TASSEL, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the Town of Philipstown.

SECTION 26: COUNTERPARTS:

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

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

C. COMPTON SPAIN, County Attorney

KEVIN BYRNE, County Executive

Date: _____

Date: _____

TOWN OF PHILIPSTOWN

JOHN VAN TASSEL, Town Supervisor

DATE: _____

EXHIBIT "A"

EXHIBIT "B"

LICENSE AND LAND MANAGEMENT AGREEMENT

This LICENSE AND LAND MANAGEMENT AGREEMENT ("Agreement") is dated _____ 2025, and is by and between COUNTY OF PUTNAM, a New York municipality ("COUNTY") and HUDSON HIGHLANDS LAND TRUST, INC., a New York not-for-profit corporation ("HHLT").

RECITALS

WHEREAS, the COUNTY is the owner of approximately __ acres in the Town of Philipstown, Putnam County, New York identified as tax map numbers 83.14-1-7; 83.14-1-10; 83.14-1-11; and 83.14-1-15 (hereinafter the "Premises") and as depicted on the map attached hereto as Exhibit A; and

WHEREAS, HHLT is a land conservation organization that protects and preserves the natural resources and scenic beauty of the Hudson Highlands region of New York State, where the Appalachian Mountains cross the Hudson River; and

WHEREAS, the Premises is directly adjacent to the Canopus Creek Preserve, a nature preserve that is owned and stewarded by HHLT; and

WHEREAS, HHLT desires to manage and steward the Premises in anticipation of the COUNTY donating the Premises in fee to HHLT upon completion of the alienation process with the New York State legislature;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and HHLT agree as follows:

1. The COUNTY hereby grants HHLT a revocable, nonexclusive license for HHLT to manage and steward the Premises for natural resource protection purposes on the terms and conditions set forth below.
2. The term of this Agreement shall be one (1) year, commencing on _____ and shall automatically renew annually, unless and until HHLT notifies the COUNTY of its intention not to renew same prior to the commencement of a succeeding renewal term.
3. It is understood by both parties that this Agreement will terminate upon a fee

transfer of the Premises to HHLT from the COUNTY.

4. HHLT agrees that it shall manage the Premises in accordance with HHLT's management plan for Canopus Creek Preserve.
5. HHLT shall post the Premises.
6. The COUNTY agrees to defend, indemnify and hold harmless HHLT as well as its officers, trustees, employees, agents and servants from any and all liability claims, causes of action, suits, damages and judgments whatsoever arising from personal injury, death or property damages or any other losses associated with or arising from the public's use of the Premises.
7. HHLT agrees to defend, indemnify and hold harmless the County as well as its officers, trustees, employees, agents and servants from any and all liability claims, causes of action, suits, damages and judgments whatsoever arising from personal injury, death or property damages or any other losses associated with or arising from the public's use of the Premises.
8. The COUNTY agrees to maintain a policy of public liability insurance in the minimum sum of one million dollars per individual and three million dollars per occurrence. The COUNTY shall name HHLT as an additional insured on said coverage and provide proof of such coverage prior to HHLT managing and stewarding the Premises.
9. HHLT agrees to maintain a policy of liability insurance in accordance with the requirements set forth in Exhibit C, which policy shall name the County as an additional insured as follows:

County of Putnam
48 Gleneida Ave.
Carmel, NY 10512
Attn: Risk Manager – Mat Bruno / Law Dept.
10. In the event that either party determines that the other party has violated any provision of this Agreement, the notifying party shall give written notice of same to the other party. Thereafter, the notified party shall have seven (7) days from receipt of said notice in which to cure said violation. If the violation has not been cured within seven (7) days, the party providing the notice may terminate this Agreement.
11. This Agreement may not be assigned by HHLT.

12. This Agreement may not be amended except in writing and signed by both parties.
13. Any notices to be sent pursuant to this Agreement shall be sufficient if set forth in writing and delivered by hand or by certified mail or by overnight delivery service such as Federal Express and shall be deemed good and appropriate service. Notices shall be sent to the address set forth below:

COUNTY:

Putnam County Office of IT & GIS
110 Old Route 6
Building 3
Carmel, NY 10512

With copy to:
Putnam County Law Department
48 Gleneida Ave.
Carmel, NY 10512

HHLT:

Hudson Highlands Land Trust, Inc.
20 Nazareth Way
Garrison, NY 10524
Attn: Carrie Hilpert, Director of Conservation

14. Each party represents that it has been duly authorized to enter into and to execute this Agreement.
15. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause.

COUNTY OF PUTNAM

A New York municipality

By: _____

Its:

HUDSON HIGHLANDS LAND TRUST, INC.

By: _____

Its:

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Between

THE COUNTY OF PUTNAM as INDEMNITOR

and

THE TOWN OF PHILIPSTOWN as INDEMNITOR/INDEMNITEE,

and

**OPEN SPACE INSTITUTE, INC. and OPEN SPACE INSTITUTE LAND TRUST,
INC. as INDEMNITEES**

This agreement to defend, indemnify and hold harmless ("Agreement") is made as of the ___ day of October, 2025 by the COUNTY OF PUTNAM, NEW YORK ("County" and "Indemnitor") and TOWN OF PHILIPSTOWN, a New York municipal corporation ("Philipstown" and "Indemnitor/Indemnatee") and OPEN SPACE INSTITUTE, INC. ("OSI") a New York not-for-profit corporation organized under the laws of the State of New York having a principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 and OPEN SPACE INSTITUTE LAND TRUST, INC. ("OSILT"), a supporting organization of OSI within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (together "OSI Indemnitees").

WHEREAS, Philipstown is the owner in fee of approximately 2.591 acres of land in the Village of Nelsonville, Town of Philipstown, Putnam County, New York (the "Property") depicted on Exhibit A attached hereto; and

WHEREAS, the Property is encumbered with a conservation easement granted by Philipstown to Open Space Conservancy, Inc. dated February 18, 2004, and recorded on March 4, 2004 in the Putnam County Clerk's Office at Liber 1660, Page 25 (hereinafter "Conservation Easement"), which Conservation Easement is now held by OSILT; and

WHEREAS, the County wishes to construct an emergency communications tower on the Property; and

WHEREAS, Philipstown is willing to grant an easement to the County for construction of the said emergency communications tower on the Property provided the County indemnifies and holds harmless Philipstown for any claims arising from the construction, maintenance and use of the tower; and

WHEREAS, Philipstown and the County have asked OSILT to allow an emergency communications tower to be constructed, used and maintained on the Property; and

WHEREAS, the Conservation Easement does not currently permit construction of an emergency communications tower; and

WHEREAS, OSILT, Philipstown and the County have determined that amending the Conservation Easement to allow for the construction, use and maintenance of an emergency communications tower is in the public interest given the lack of reliable emergency communications in the vicinity of the Property and larger regional area; and

WHEREAS, as an inducement for OSILT to amend the Conservation Easement to allow for the construction, use and maintenance of the emergency communications tower on the Property, Philipstown and the County have agreed to indemnify and hold OSI Indemnitees harmless from any claims arising therefrom;

Now therefore, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. Indemnification.

1.1 Subject to the terms and conditions set forth in Section 3 (Indemnification Procedures), Philipstown and the County shall defend, indemnify and hold OSI Indemnitees harmless from any and all claims, liabilities, expenses and causes of action, including reasonable attorneys' fees, that may be asserted against OSI Indemnitees for whatever cause or reason arising out of amending the Conservation Easement, including personal injury, wrongful death or property damage whether or not caused by negligence of the County and/or Philipstown.

1.2 Subject to the terms and conditions set forth in Section 3 (Indemnification Procedures), the County shall defend, indemnify and hold Philipstown harmless from any and all claims, liabilities, expenses and causes of action, including reasonable attorneys' fees, that may be asserted against Philipstown for whatever cause or reason arising out of the construction, use, and maintenance of the emergency communications tower on the Property, including personal injury, wrongful death or property damage whether or not caused by negligence of the County.

2. Representations and Warranties. Indemnitors represent and warrant that: (a) they have the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this

Agreement by Indemnitors have been duly and validly authorized; and all requisite action has been taken by Indemnitors to make this Agreement valid and binding upon Indemnitors, enforceable in accordance with its terms; (b) Indemnitors' execution of, and compliance with, this Agreement are in the ordinary course of business of Indemnitors and will not result in the breach of any term or provision of the charters of Indemnitors or result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under, any agreement, indenture or loan or credit agreement or other instrument to which Indemnitors are parties, or result in the violation of any law, rule, regulation, order judgment or decree to which Indemnitors are subject; (c) Indemnitors do not believe, nor do they have any reason or cause to believe, that they cannot perform each and every covenant contained in this Agreement; (d) No approval, authorization, order, license or consent of, or registration or filing with, any governmental authority or other person, and no approval, authorization or consent of any other party is required in connection with this Agreement; (e) This Agreement constitutes a valid, legal and binding obligation of Indemnitors, enforceable against them respectively in accordance with the terms hereof.

3. Indemnification Procedures.

3.1 Notice of Third-Party Claims. If any action shall be brought against Indemnitees based upon any of the matters for which Indemnitees are indemnified hereunder, Indemnitees shall as soon as practicable, but no later than ten (10) business days before defendants' answer or appearance in such action is due, notify Indemnitors in writing thereof (a "Claim Notice"). Indemnitees' failure to provide a Claim Notice to Indemnitors under this Section 3.1 does not relieve Indemnitors of any liability that Indemnitors may have to Indemnitees, but in no event shall Indemnitors be liable for any losses or amounts that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related claim, action or damages (to the extent that the nature and amount are known at the time). Indemnitees shall furnish promptly to Indemnitors copies of all papers and official documents received in respect to any action or request for indemnification.

3.2 Indemnitors Control of Defense. Indemnitors shall assume control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 1 (Indemnification) (an "Indemnified

Claim") by sending written notice of the assumption to Indemnites within 14 business days after the receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing (which Indemnites shall find reasonably satisfactory) and at Indemnitors 's sole cost and expense, the settlement or defense thereof.

3.3 Indemnites' Obligations Regarding Indemnitors' Control of Defense. If Indemnitors assume control of the defense under Section 3.2 (Indemnitors Control of Defense) Indemnites:

- a) shall fully cooperate with Indemnitors in connection therewith; and
- b) may employ, at any time, separate counsel to represent it; provided, that Indemnites are solely responsible for the costs and expenses of any such separate counsel.

3.4 Indemnites Control of Defense. Notwithstanding anything to the contrary in Section 3 (Indemnification Procedures), Indemnites may defend an Indemnified Claim with counsel of its own choosing and without the Indemnitors 's participation if:

- a) the Indemnified Claim is one for which Indemnites properly gave Indemnitors a Claim Notice under Section 3.1 (Notice of Third-Party Claims), and Indemnitors fails to assume the defense;
- b) the Indemnified Claim seeks only an injunction or other equitable relief against Indemnites; or
- c) Indemnites reasonably believe:
 - i. that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to Indemnitors; and
 - ii. counsel for Indemnitors could not adequately represent the interest of Indemnites because such interest could be in conflict with those of Indemnitors; or
 - iii. such action or proceeding involves, or could have a material effect on, any material matter beyond the scope of the indemnification or defense obligations of Indemnitors.

3.5 Indemnitors 's Obligations Regarding Indemnites 's Control of Defense. If Indemnites assume control of the defense under Section 3.4 (Indemnites Control of Defense), Indemnitors shall:

- a) reimburse Indemnitees for the reasonable costs properly incurred in defending against the Indemnified Claim (including reasonable attorneys' fees and expenses);
- b) reimburse Indemnitees within 21 business days after written notice from Indemnitees of itemized costs incurred, up to the date of such notice; and
- c) remain responsible to Indemnitees for any losses indemnified under Section 1 (Indemnification).

3.6 Settlement of Indemnified Claims by Indemnitors. Indemnitors shall give prompt written notice to Indemnitees of any proposed settlement of an Indemnified Claim. Indemnitors may not settle or compromise any indemnification-related claim or consent to the entry of any indemnification-related judgment without Indemnitees' prior written consent, which Indemnitees shall not unreasonably withhold, condition, or delay, unless such settlement, compromise, or consent:

- a) includes an unconditional release of Indemnitees from all liability arising out of such claim;
- b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Indemnitees; and
- c) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Indemnitees.

3.7 Settlement of Indemnified Claims by Indemnitees. Indemnitees may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of Indemnitors, which Indemnitors shall not unreasonably withhold, condition or delay, unless:

- a) if the Indemnified Claim is one for which Indemnitees properly gave Indemnitors a Claim Notice under Section 3.1 (Notice of Third-Party Claims), and Indemnitors fails to assume the defense of the Indemnified Claim under Section 3.2 (Indemnitors Control of Defense); and
- b) such settlement, compromise, or consent:
 - i. includes an unconditional release of Indemnitors from all liability arising out of such claim;
 - ii. does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Indemnitors; and

- iii. does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Indemnitors.

4. Miscellaneous.

4.1 Modification. This Agreement may not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever except by the express terms of a writing signed by the parties hereto.

4.2 Notice Requirements. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 4.2):

If to County of Putnam:

Putnam County Law Department
48 Gleneida Ave
Carmel Hamlet, NY 10512
Email: compton.spain@putnamcountyny.gov
Attention: C. Compton Spain, County Attorney

If to Town of Philipstown:

Town Supervisor Town Hall
238 Main Street
Cold Spring, New York 10516
Email: supervisor@philipstown.com

If to Open Space Institute, Inc.:

1370 Broadway
5th Floor
New York, New York 10018
Attention: Jeffrey P. LeJava, Associate General Counsel
jlejava@osiny.org

If to Open Space Institute Land Trust, Inc.:
1370 Broadway
5th Floor
New York, New York 10018
Attention: Jeffrey P. LeJava, Associate General Counsel
jlejava@osiny.org

4.3 Heading. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; [and] (g) national or regional emergency; [(h) strikes, labor stoppages or slowdowns, or other industrial disturbances; [(i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (j) other similar events beyond the reasonable control of the affected party. The party suffering a Force Majeure Event shall give notice within 14 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties hereto have executed this Agreement on the date first written above.

TOWN OF PHILIPSTOWN
A New York municipal corporation

By: _____
Its:

COUNTY OF PUTNAM
New York

By: _____
Its:

OPEN SPACE INSTITUTE, INC.

By: _____
Its:

**OPEN SPACE INSTITUTE
LAND TRUST, INC.**

By: _____
Its:

ccAll
Phys

Edward Gordon

From: Barbara Barosa
Sent: Friday, November 7, 2025 12:38 PM
To: Diane Trabulsy; Edward Gordon
Cc: Thomas Lannon; Andrew Negro <anegroesq@gmail.com>; County Executive; Matthew Covucci
Subject: Resolution - Transfer to HHLT for Philipstown E911 Tower
Attachments: Transfer to HHLT Reso Schedule A - Emergency Communications Tower MOU (FINAL).docx; MOU Appendix A - Philipstown Highway Garage CE Amendment (FINAL).docx; MOU Appendix B - Philipstown-Putnam County Wireless Communications Lease (Final).docx; MOU Appendix C - Putnam County-HHLT License & Land Management Agreement (FINAL).docx; MOU Appendix D - County_Town_OSI Indemnity Agreement (FINAL).docx

Attached please find a proposed Resolution and supporting documentation 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."

non-Prop
Dec - Full

cc: All
Reso #100

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

WHEREAS, a Project for the Putnam County Culvert Replacement Program in the Towns of Patterson and Carmel, PIN 8762.97 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

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

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

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

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

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

RESOLVED, that the sum of \$2,900,000 is hereby appropriated and made available to cover the cost of participation in the above phases of the Project; and be it further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

2025 NOV 10 PM 4:17
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Trabulsy

From: Alexis Hawley
Sent: Monday, November 10, 2025 4:01 PM
To: Diane Trabulsy
Cc: Thomas Feighery; Joseph Bellucci; Brian Hildenbrand; William Carlin
Subject: Physical Services - November 2025
Attachments: PIN 8762.97 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - CULVERT REPLACEMENT PROJECT.docx

Diane:

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

1. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8762.97 – Culvert Replacement Projects.

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

Thank you.



Alexis M. Hawley

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

PHONE | 845.808.1088 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

**November 17, 2025
Physical Meeting**

**#17. Update – 34 Gleneida Avenue – Commissioner of
Dept. of General Services John Tully**