THE PUTNAM COUNTY LEGISLATURE
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Toni E. Addonizio *Chairwoman*
Neal L. Sullivan *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*

Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Neal L. Sullivan	Dist. 9

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

Monday **March 30, 2020**

(will immediately follow the Personnel Mtg)

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Approval/ Physical Services Meeting Minutes/ February 20, 2020**
4. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Carmel, 113 Longdale Road Tax Map #65.10-1-32/ First Deputy County Attorney Andrew Negro**
5. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/Town of Carmel, 30 Shore Drive Tax Map #86.47-1-20/ First Deputy County Attorney Andrew Negro**
6. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Southeast, 86 North Brewster Road Tax Map #56.28-1-43/ First Deputy County Attorney Andrew Negro**
7. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Putnam Valley, 7 Evergreen Road Tax Map #62.11-1-23/ First Deputy County Attorney Andrew Negro**

8. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Patterson, 56 Fairfield Drive Tax Map #36.30-1-8/ First Deputy County Attorney Andrew Negro**

9. **Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Southeast, 55-61 Main Street Tax Map #67.34-2-51/ First Deputy County Attorney Andrew Negro**

10. **Approval/Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Putnam Valley, 23 Point Drive South Tax Map #83.74-1-8/ First Deputy County Attorney Andrew Negro**

11. **Approval/ SEQRA Determination/ Bond - Bridges and Culvert Reconstruction – Mill Street Culvert Rehabilitation/ Commissioner, Planning, Development and Public Transportation Sandra Fusco**

12. **Approval/ Bond – Bridges and Culvert Reconstruction/ Deputy Commissioner Highways and Facilities John Tully**

13. **Approval/ Putnam County Parking and Transfer Program and Intercity Bus/ Mass Transportation Joint Service Agreement to Operate the Croton Falls Commuter Shuttle/ Commissioner, Department of Planning, Development and Public Transportation Sandra Fusco**

14. **Approval/ 20CP03 – Water Systems/ Alexis Hawley, Assistant Supervisor of Planning & Design**

15. **Other Business**

16. **Adjournment**

PHyc 3/30/20 #3

PHYSICAL SERVICES COMMITTEE MEETING
HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
(Chairman Albano, Legislators Gouldman & Nacerino)

Thursday **February 20, 2020**
(Immediately Followed the 6:00PM Rules Comm. Mtg.)

The meeting was called to order at 8:35p.m. by Chairman Albano who requested that Legislator Nacerino lead in the Pledge of Allegiance. Upon roll call, Legislators Gouldman, Nacerino and Chairman Albano were present.

Item #3 – Approval/ Physical Services Meeting Minutes/Nov. 12th, Special Nov. 25 & Dec. 17, 2019

Chairman Albano stated the minutes were accepted as submitted.

Item #4 - Presentation/ Hudson Highlands Land Trust Manager of Natural Resources Nicole Wooten – Northern Putnam Greenway & Representative from NY – NJ Trail Conference Representative, Gary Haugland / Legislator Amy Sayegh (Presentation attached with Minutes)

Chairman Albano welcomed Nicole Wooten of the Hudson Highlands Trust Manager of Natural Resources.

Nicole Wooten of the Hudson Highlands Trust Manager of Natural Resources stated the Hudson Highlands Land Trust (HHLT) is a not for profit that protects the natural resources, scenic views and rural character of the Hudson Highlands as well as the greater Highlands Regions, which Putnam County lies in. She stated that she would like to publicly thank Senior Environmental Planner & District Manager Lauri Taylor, who invited members of the HHLT to speak at the Soil and Water Conservation Meeting and for being a key participant in out New York Highlands network. She went through a brief presentation. She stated the presentation demonstrates how the Highlands Trail, a relatively new project, can support the Northern Putnam Greenway and bring the County's vision to fruition. She stated that she also wanted to mention NY-NJ Trail Conference Representative, Gary Haugland is with her to assist in addressing any questions. She stated that Putnam County began their focus on the Northern Putnam Greenway in the late 1980s- 1990s with a focus on sustaining agriculture, reinvigorating hamlets, villages and traditional commercial centers, protecting environmental resources, balancing open space and development and respecting Putnam's heritage. She stated the Highlands Trail was recently brought to the HHLT's attention as a way to support the Northern Putnam Greenway vision. She stated it is envisioned to be a four (4) State Trail (PA, NJ, NY, and CT). She stated the effort is

being led by the New York - New Jersey Trail Conference in close collaboration with non-profit organizations, state and local governments and local businesses. The trail is envisioned to be approximately 600 miles long. She stated the hope is to have this trail intersect with the Empire State Trail. She stated she welcomes any recommendations from the County as far as what they would like to be a focus as the project moves forward.

Chairman Albano stated he would like to thank Legislator Sayegh for bringing this forward. He questioned if this trail will intersect with the Bike Trail.

NY – NJ Trail Conference Representative, Gary Haugland stated the Empire State Trail will be paved from Brewster up to Hopewell Junction, therefore it will be in that part of Putnam. He stated it is currently being worked on. He stated the intent of the Empire State Trail is to connect Buffalo, Albany, New York City and extend north to the Canadian Border.

Nicole Wooten of the Hudson Highlands Trust Manager of Natural Resources stated the Hudson Highlands would overlap in some areas.

Legislator Sayegh stated as the Legislative Representative to the Soil and Water Board she was at the meeting when this presentation was given. She stated this is a very exciting project and there many different parts. She stated it will be maintained by volunteers.

Chairman Albano facilitated further discussion.

Legislator Montgomery thanked Nicole Wooten and Gary Haugland for attending that meeting and presenting all of this information. She stated that would also like to publicly thank the HHLT for all of the work that they do on many levels. She stated she will do anything she can to support this work and efforts.

Nicole Wooten of the Hudson Highlands Trust Manager of Natural Resources requested confirmation that her point person at the County level would continue to be Lauri Taylor.

Chairman Albano confirmed that is correct.

Item #5 - Discussion/ Town of Kent with OIA Holding, LLC Tax Map Section 22, Block 1, Lot 23.2/ Hogan & Rossi Attorney At Law, Nancy Tagliafierro, Esq.

Chairman Albano invited Jamie Spillane from Hogan & Rossi Attorneys at Law and Mr. Monteleone to speak to this item.

Attorney Spillane stated the Town of Kent has property on Route 52, where the Town's Recycling Center is located. She stated the property was obtained from the County and in that deed there is a reversionary clause. She stated the reversionary clause states if the property is not being used for a public benefit, it reverts back to the County. She stated that Mr. Monteleone is interested in purchasing property behind said property to do substantial development. She stated they would be subdividing the property for warehousing and manufacturing. She stated all of Mr. Monteleone's proposed businesses would bring tax revenue into the County as well as jobs. She stated the Town is interested in giving an easement to Mr. Monteleone, it is the property that is referred to as Ray Singer Court in order to have access to the back property. She stated in July 2018 there was a similar request for an easement, which was approved by the Full Legislature in August of 2018 (Resolution #191). She stated however the project fell through, therefore there was no longer the need for the easement.

Mr. Monteleone stated he would like to put 20 different lots, that will permit 20 different businesses to come in, for example small self-storage, a trucking company, a bus company, etc. He stated the rough projection of tax revenue is $800,000 - $1 million. He stated it is all industrial. He stated they would have a private road, which he would maintain. He stated he submitted a preliminary plan to the Town of Kent approximately one (1) year ago. He stated he needs the approval of the easement in order to move forward.

Attorney Spillane stated for clarification after the easement approval, the developer would still have to go through the Town of Kent approval processes.

Legislator Nacerino questioned if this is similar to the Industrial Park Mr. Monteleone built in the Town of Patterson.

Mr. Monteleone stated it is similar, but the one in the Town of Kent would be larger.

Chairman Albano stated the last proposal gave consideration to the Recycling Center.

Mr. Monteleone stated he wants to make sure that everyone is on board, including the Recycling Center before anymore money is spent.

Chairman Albano stated controlled growth is the key, because sales tax means a lot. He stated good clean business in the right area makes sense. He stated this sounds promising.

Legislator Jonke stated before the Legislature proceeds with this request, he would like a copy of the site plan to be provided to the Legislature. He stated the estimation of sales taxes was mentioned, which he prepared, in his former position as Town of Kent Assessor. He stated he would like everyone to be brought up to speed. He stated also he believes the Legislature needs

to hear from the Recycling Center representatives. He stated the past potential developer walked away because what he saw was a long process to get through the planning process at the Town of Kent. He stated he would suggest the Town of Kent do something to expedite their process.

Attorney Spillane stated Mr. Monteleone would be treated the same as every applicant. She stated there is not a site plan application pending at this point in time. She stated Mr. Monteleone made his initial presentation, but without confirmation that he will be able to get the easement, it is not financially beneficial for him to put out more funds.

Legislator Addonizio questioned if Mr. Monteleone's proposal has been brought to a Town of Kent Board Meeting.

Attorney Spillane stated it has not, it has only been discussed at workshops.

Legislator Addonizio clarified that they are coming to the County first.

Attorney Spillane stated with regards to the easement issue, yes.

Mr. Monteleone stated without the easement he has nothing.

Legislator Jonke questioned in Attorney Spillane is representing the Town of Kent.

Attorney Spillane stated that is correct.

Legislator Jonke stated the fact that Attorney Spillane is here, he believes the Town of Kent Board Members must have come to some kind of consensus that they want this project to move forward.

Attorney Spillane stated that is correct.

First Deputy County Attorney Negro stated he believes the Town Attorney is here because the Town is willing to grant an easement across their property in order to gain access for this project. He stated for clarification, what is being asked of the County is for the County to provide a waiver to the Town of Kent of its reversionary interest rights so the Town can grant the easement.

Howard Carpenter of the Town of Kent Recycling Commission (RC) stated at the first meeting in which the Recycling Commission Members (RCM) were invited to there were 13 parcels being proposed, that has now been increased to 20 parcels. The RC was developed in 1991 and

it is run and maintained by volunteers, everything at the RC has been done without taxpayer dollars. He stated the RC paid $120,000 to build the driveway.

Mr. Monteleone stated for clarity that he would pay to widen and maintain the driveway.

Chairman Albano stated the Legislature respects what the RC does for the community. He stated at this point the Legislature needs to get more details on this proposal. He stated it was stated by Attorney Spillane that the Town is receptive to this proposal. He stated his hope is that a plan can be agreed upon that all parties will be in favor of.

Susan Kotzur Resident of Town of Kent and RCM stated for clarification the RCMs were invited to an executive session and were not permitted to speak. She stated this is the first that she is hearing of 20- 21 lots, initially she heard 13. She stated that means there would be 20 or 21 businesses that would be sharing this one roadway. She stated the RC is opened on Wednesdays and Saturdays. She stated this proposal needs to be considered very carefully.

Howard Carpenter RCM stated that there are times when there is a line of traffic waiting to get into the RC on Saturdays, he does not see how this would work.

Chairman Albano stated that there would need to be public hearings held by the Town of Kent. He stated the RCM should put in writing all of their questions and concerns so they can be addressed.

Attorney Spillane stated any Town approvals will have to go through the full Town Board Approval process, including a Public Hearing. She stated before any easement is granted it would be subject to a permissive referendum, there would be notice of everything prior to any actual approvals being granted.

Susan Kotzur Resident of Town of Kent and RCM stated they were not even notified of this meeting. She stated that they happened to find out.

Chairman Albano stated this is on for discussion this evening. He stated again that he would like to receive a documented list of questions and concerns from the RCM.

Howard Carpenter RCM stated his appreciation to Chairman Albano. He stated they work to maintain the morale of the volunteers. He stated he despises any attempt to break that down.

Chairman Albano stated he understands that, and the Legislature appreciates everything that the RCM do.

Kathy Doherty, resident of Legislative District #5, stated she understands this is a Town issue. She stated that there has been only one (1) executive session. In the years' time in which she has been attending the Town Board Meetings and the Planning Board Meetings there has been no mention of this project; the residents have no idea about this proposed project. She stated that she is shocked to see Attorney Spillane here tonight. She stated it seemed as though Attorney Spillane is representing Mr. Monteleone, however she stated that she is representing the Town of Kent. She stated she is disgusted with the lack of information.

Attorney Spillane stated the applicant has said to the Town that he cannot afford to put anymore funding into this until he is confident that the Legislature will make the necessary approvals. She stated to it is still at the preliminary stage.

Kathy Doherty, resident of Legislative District #5, stated when the previous business owner was interested, the meetings were on tape and the discussions were at meetings not behind the scenes.

Mr. Monteleone stated there is nothing behind the scenes, he requested this meeting because he wants to know if there will be an easement. He stated if he does not have the easement, he will do nothing further.

Chairman Albano stated they are receptive and if it is good commercial growth, it makes sense and the Town is in favor.

Kathy Doherty, resident of Legislative District #5, stated in addition to the Town Board the residents need to be in favor of it.

Chairman Albano stated there is more information to come forward, but it is good that the County has an idea of what is being considered.

Legislator Nacerino stated she understands why Mr. Monteleone requested wanted this meeting, as he stated without the easements the entire project is moot.

Kathy Doherty, resident of Legislative District #5, stated she understands that. She stated she takes issue with the fact that the residents had no knowledge of this.

Legislator Nacerino stated that falls on the onus of the members of the Town of Kent.

Chairman Albano stated this was a good discussion and looks forward to receiving further details on this proposal.

Item #6 - Discussion/Approval/ Memorialization of NY State Legislation to make Commercial PACE Financing Available for New Construction/ Sarah Smiley Director of Member Services EIC PACE

Chairman Albano stated in August of 2019 the County approved the "Energize NY Open C-Pace Financing Program" (Resolution #183). He stated that the Legislature has been contacted to support the expansion of their program to include new construction. He stated he is in favor of this expansion.

Legislator Montgomery stated this is another item that we could get 5 points towards the Climate Smart Community.

Chairman Albano made a motion to approve the Memorialization of NY State Legislation to make Commercial PACE Financing Available for New Construction; Seconded by Legislator Nacerino. All in favor.

Chairman Albano stated that he will forward this to Lauri Taylor who is the Climate Smart Coordinator.

Item #7 - Approval/ Putnam County Veteran's Residence Lease Room #8/ First Deputy County Attorney Andrew Negro

First Deputy County Attorney Negro explained that the one (1) 1 year lease period at the Putnam County Veteran's Residence runs from August 1st to July 31st of the following year. He stated with that said, the proposed lease this evening is for six (6) months set to expire July 31st and then it would be renewed with the other Leases on August 1st.

Chair Albano made a motion to approve Putnam County Veteran's Residence Lease Room #8; Seconded by Legislator Nacerino. All in favor.

Item #8 - Approval/ Appointment – Agricultural Board: Colin Wright/ Senior Environmental Planner, District Manager and Climate Smart Coordinator Lauri Taylor

Chairman Albano made a motion to approve Appointment – Agricultural Board: Colin Wright; Seconded by Legislator Nacerino. All in favor.

Item #9- Approval/ Re-Appointment – Agricultural Board: Brian Bergen & Dave Vickery/ Senior Environmental Planner, District Manager and Climate Smart Coordinator Lauri Taylor

Legislator Nacerino made a motion to approve Re-Appointment – Agricultural Board: Brian Bergen & Dave Vickery; Seconded by Chairman Albano. All in favor.

Item #10 - Approval/ Consolidated Grant Funding Pursuant to 49 United States Code, Section 5311 Federal Fiscal Years (FFYs) 2019 and 2020/ Commissioner, Planning, Development and Public Transportation Sandra Fusco

Commissioner, Planning Development and Public Transportation Sandra Fusco stated 5311 is a Federal Transit Administration (FTA) Section and provides funding for operating expenses. She stated it is the only FTA funding source that can be spent on operation expenses. She stated all of the other FTA funding sources can only be spent on Capital expenses or projects. She stated the application is for two (2) years of funding, of which the County would receive $94,000 each year for operating expenses related to PART *(Putnam Area Rapid Transit)* III which runs through the only designated rural section of the County's PART Bus Routes.

Chairman Albano made a motion to approve Consolidated Grant Funding Pursuant to 49 United States Code, Section 5311 Federal Fiscal Years (FFYs) 2019 and 2020; Seconded by Legislator Nacerino. All in favor.

Item #11- Approval/ NYS Department of Transportation Modernization and Enhancement Program (MEP) Funding Grant/ Commissioner, Planning, Development and Public Transportation Sandra Fusco

Commissioner Fusco stated there is no matching funds component to this grant. She stated so if the project cost is exactly what the County receives from the State, there will be no cost to the County. She stated the County is seeking $137,909 for the costs associated with the rehabilitation of the Putnam County Transit Facility.

Kathleen Foley, resident of District #1, stated there is a lack of public transportation on the west side of the County. She stated all they have is the Trolley. She stated and all of the public services are on this side of the County. She stated she knows families in her community who struggle with getting family members over to the offices that offer addiction treatment and to get to meetings with their Probation Officers. She stated she would like to see the County's comprehensive public transportation plan. She stated it is her opinion that the public transportation in the County is very limited. She questioned if there is a comprehensive plan and if it is used in the application of all grants.

Commissioner Fusco stated the County is not working from a comprehensive plan. She explained that each funding source has a specific requirement in order to be eligible. She stated as an example the 5311 is only eligible to a rural area. She stated "rural area" is by definition of what the FTA deems a rural area. She stated the small section of Patterson has been deemed a rural area, which made the Putnam County eligible to make the application of the 5311for Federal Fiscal Years (FFYs) 2019- 2020 grant.

Kathleen Foley, resident of District #1, questioned what drives the establishment of Public Transportation goals if there is no comprehensive plan.

Commissioner Fusco explained that funding is very limited to what the County can do. She stated that there have been different things attempted in terms of offering Transportation Services on the western side of the County. She stated most recently was the Putnam Valley Shuttle, which provided transportation from Putnam Valley to the Peekskill Train Station. She stated it cost $130,000, and there was a ridership of two (2) people. She stated the State, who was a partner with the County to provide the funds, determined it would not be wise to continue.

Kathleen Foley, resident of District #1, stated she believes there is a need for Public Transportation on the western side of the County. She stated she does not believe it is documented in a way that would drive comprehensive thinking.

Commissioner Fusco stated that she lives in Putnam Valley and she is well aware of the need as is the Administration. She stated there is a lot that goes into the development of transportation routes. She stated years ago there was a PART Bus route on the western side of the County, which was eliminated six (6) months after it began because there was no ridership.

Kathleen Foley, resident of District 1#, stated that she believes times have changed and there is a greater need for public transportation, and it is worth exploring.

Legislator Nacerino stated those challenges are faced all over Putnam County. She stated that she believes that is part of the reason the millennials are not returning to Putnam.

Chairman Albano made a motion to approve NYS Department of Transportation Modernization and Enhancement Program (MEP) Funding Grant; Seconded by Legislator Nacerino. All in favor.

Item #12 - Approval/ Fund Transfer (20T036)/ To Allocate Cost of Vehicle Leasing – Enterprise Fleet Management Lease Agreement/ Deputy Commissioner of Finance Anita Gilbert

Chairman Albano stated this was discussed during the budget process.

Legislator Nacerino stated it is a pilot program to see if the cost of leasing vehicles versus purchasing and maintaining them is more cost effective to do.

Chairman Albano stated that he believes this is a good concept. He stated if it works out well in the future he hopes to see electric vehicles leased.

Chairman Albano made a motion to Approve/ Fund Transfer (20T036)/ To Allocate Cost of Vehicle Leasing – Enterprise Fleet Management Lease Agreement; Seconded by Legislator Nacerino. All in favor.

Item #13 - Approval/ SEQRA Determination/ Bond - Acquisition of Various Highway Equipment for the Department of Highways and Facilities/ Commissioner, Planning, Development and Public Transportation Sandra Fusco

Deputy Commissioner Tully stated the SEQRA Resolution was prepared by the County's Planning Department. He explained this SEQRA goes with the next item on the agenda #14 consideration of the Bond.

Chairman Albano made a motion to approve SEQRA Determination/ Bond - Acquisition of Various Highway Equipment for the Department of Highways and Facilities; Seconded by Legislator Gouldman. All in favor.

Item #14 - Approval/ Bond -Highway Vehicles and Equipment/ Finance Commissioner William Carlin

a. FYI/ 2020 Equipment Replacement/ Deputy Commissioner Highways and Facilities John Tully

Legislator Nacerino made a motion to Approve Bond -Highway Vehicles and Equipment; Seconded by Chairman Albano. All in favor.

Legislator Montgomery requested that a copy of the Equipment Replacement Schedule.

Commissioner Pena and Deputy Commissioner Tully confirmed they will provide a copy of requested schedule.

Legislator Montgomery questioned why the County is bonding for replacement vehicles and not budgeting for replacement vehicles.

Deputy Commissioner Tully state they do not propose the procurement – the funding source. He stated the Commissioner of Finance recommends the approach that is appropriate to provide the funds to meeting the County's needs.

Item #15 - Approval/ SEQRA Determination/ Bond – Resurfacing of Various County Highways and Parking in Putnam County/ Commissioner, Planning, Development and Public Transportation Sandra Fusco

Commissioner Pena stated that all the conditions and assessments are done through the Cornell Local Roads Program methodology. He stated they determine which roads are in the most need throughout the County and distribute the funds accordingly. He stated they have not finalized the list.

Legislator Gouldman requested a copy of the finalized list once it is available.

Commissioner Pena confirmed a finalized list will be sent to the Legislature.

Deputy Commissioner Tully stated that there was a tentative list of roads sent to the Legislature, it is backup to item #16a.

Legislature Montgomery stated the same concern as above. She stated she believes this type of action the County should budget for.

Deputy Commissioner Tully provided a broad overview of the Cornell methodology. He stated there is a very specific process and evaluation to maintain the roadways throughout the County.

Chairman Albano stated that Legislator Montgomery's questions pertaining to how and why the County is opting to Bond for different actions and purchases should be presented to Commissioner of Finance William Carlin.

Legislator Castellano stated that is correct, Commissioner Carlin is the correct person to answer those questions. He stated that Commissioner Carlin has addressed these questions in the past.

Chairman Albano made a motion to approve SEQRA Determination/ Bond – Resurfacing of Various County Highways and Parking in Putnam County; Seconded by Legislator Nacerino. All in favor.

Item #16 - Approval/ Bond – For Highway Improvements/ Finance Commissioner William Carlin

a. **FYI/ Proposed Work For 2020 – 2021/ Deputy Commissioner Highways and Facilities John Tully-** Duly Noted

Chairman Albano made a motion to approve Bond – For Highway Improvements; Seconded by Legislator Nacerino. All in favor.

Item #17 - Approval/ Capital Project (20CP01) – Uniform Access Control System for County Facilities: Board of Elections, Donald B. Smith Campus Building 3, The Kern Building including Department of Motor Vehicles, Putnam Valley Senior Center and William Koehler Senior Center/ Assistant Supervisor of Planning & Design Alexis Hawley

Deputy Commissioner Tully stated that the request is to fund the effort to complete the Uniformed Access Control System for County Facilities project that the Legislature appropriated funds for in 2018.

Chairman Albano made a motion to approve Capital Project (20CP01) – Uniform Access Control System for County Facilities: Board of Elections, Donald B. Smith Campus Building 3, The Kern Building including Department of Motor Vehicles, Putnam Valley Senior Center and William Koehler Senior Center; Seconded by Legislator Nacerino. All in favor.

Item #18 - Approval/ Capital Projects (20CP02) – Equipment Purchase: Manlift (Facilities Division), Farm Plow (Tilly Foster Farm), Mower for Tractor (Parks Division/ Bikepath Maintenance), Scag Mower (Parks Division)/ Assistant Supervisor of Planning & Design Alexis Hawley

Erin Crowley, resident, communicated her confusion about the businesses at the County Property Tilly Foster Farm.

First Deputy county Attorney Negro provided clarification and stated that Ms. Crowley had some outdated and incorrect information in terms of a businesses at the County's said property. He stated the lease she was referring to was terminated several years ago. He stated there currently it a lease agreement with Putnam Northern Westchester BOCES and a Management agreement with Homestyle Caterers. He sated the rest of the Tilly Foster Farm is operated through the County's Facilities and Parks Department.

Kathleen Foley, resident, stated that the costs for these projects should be enumerated on the paperwork. She stated she understands, after listening to the discussion this evening of what is being done. She stated that she believes the calculation and totals should be included on the paperwork.

Chairman Albano made a motion to approve Approval/ Capital Projects (20CP02) – Equipment Purchase: Manlift (Facilities Division), Farm Plow (Tilly Foster Farm), Mower for Tractor (Parks Division/ Bikepath Maintenance), Scag Mower (Parks Division); Seconded by Legislator Nacerino. All in favor.

Item #19 - Approval/ Eminent Domain Acquisitions/ Peekskill Hollow Road (CR 21) Improvement Project – PIN #8757.48/ Commissioner of Highways and Facilities Fred Pena

Commissioner Pena introduced Zen Wojcik, the Program Manager for the Peekskill Hollow Road project. He stated they are doing final property acquisitions. He stated there are small slivers of property that are needed to do the drainage improvement and shoulder work. He stated the owners of the property have been contacted, and offers have been made, in accordance with Federal Guidelines. He stated that was done with all the properties. He stated that there are four (4) properties they were unable to do that with.

Henry Lopez, Putnam Valley resident, questioned if the acquisition of property process will delay the project at all.

Commissioner Pena stated no. He stated the County was given approval to pursue the properties and continue final design and package preparation. He stated they believe this process will be timely and will not interfere any of the construction schedules.

Program Manager Wojcik had brought a poster with some of the plans of the project, specific to this request for Eminent Domain Acquisition. He provided some broad details and addressed some questions. He stated there are four (4) properties that an agreement between the property owner and County cannot agree on a price of: Tax Map Parcels 83.20-1-26, 84-1-27, 91.8-1-26 and 91.27-1-4.

Legislator Gouldman stated we have not seen these plans and requested that copies of the plans Program Manager Wojcik is using be sent to the Legislature.

Commissioner Pena stated these plans have gone through the appropriate Public Hearings over the years.

Legislator Montgomery stated that the Town Supervisor was not aware that properties were going to be taken over by eminent domain. She stated she would like the County to do a better job communicating with our Town Leaders.

Legislator Gouldman questioned if there is any way to proceed without the County proceeding with the Eminent Domain.

Commissioner Pena stated that they have exhausted all options, and there is no other way.

First Deputy County Attorney Negro stated for clarification, out of the four (4) small parcels, 3 of them are "Temporary Easements".

Program Manager Wojcik confirmed that is correct.

First Deputy County Attorney Negro stated when the work is done, the interest of the County goes away. He stated this action is procedural to get the work started. He stated only one (1) of the parcels, is a "fee taking", which means the County will acquire an ownership interest. He concluded by stating the County gave an extensive effort to acquire these properties. He stated this is necessary in order for this project to move forward.

Legislator Montgomery stated she and Legislator Gouldman will be addressing this matter at the Putnam Valley Town Board meetings over and over again. She requested this all be condensed to one page and in layman terms as these questions will be raised by their constituents. She stated that would be greatly appreciated.

Commissioner Pena stated they welcome any Legislators who would like to come to his office to see the drawings in a full size.

Legislator Gouldman requested a smaller version be supplied to the Legislature.

Program Manager Wojcik confirmed he will email them.

Chairman Albano made a motion to approve Approval/ Eminent Domain Acquisitions/ Peekskill Hollow Road (CR 21) Improvement Project – PIN #8757.48; Seconded by Legislator Nacerino. All in favor.

Item #20 - Discussion/ Peekskill Hollow Road Project Update/ Legislator William Gouldman

Chairman Albano made a motion to waive the Rules and Accept the Additional; Seconded by Legislator Nacerino. All in favor.

Legislator Gouldman stated a constituent, Henry Lopez, is present this evening. He stated that Mr. Lopez submitted the photo, just accepted as the additional item to this discussion. He explained the photo was taken from the viewpoint of standing in front of the Putnam Valley Post Office looking directly across the street. He stated the request is that a pedestrian cross walk be put at this area.

Commissioner Pena stated that he is aware of the desire to put a cross walk at this site. He stated it will be brought to the design team.

Program Manager Wojcik stated he will discuss this with the NYS Department of Transportation (DOT). He explained the DOT has safety regulations as to where crosswalks can be. He stated the site being considered is close to a signalized intersection.

Henry Lopez, resident, stated he is a resident of the area for the past 20 years. He stated the traffic pattern has changed and the vehicular traffic has increased in Putnam Valley. He stated that he is requesting it be considered between 12 Peekskill Hollow Road and 11 in the Oregon Business District.

Commissioner Pena stated that they recognize the increase in the vehicular and pedestrian traffic. He stated this project will bring quite a bit of improved safety. He stated it has been a long desire to improve the intersection of Oscawana Lake Road and Peekskill Hollow Road, this project will achieve that.

Legislator Gouldman questioned the poles that will be removed as part of this project. He stated the Town is planning an initiative beginning, he believes with Memorial Day, of hanging 58 military banners hung on the poles. He requested a copy of the plan affecting the poles.

Commissioner Pena stated he will get that information to Legislator Gouldman.

Legislator Gouldman questioned how far up Oscawana Lake Road is this project going.

Program Manager Wojcik stated it is going past the building that looks like a barn.

Legislator Gouldman questioned how far will it go on Peekskill Hollow Road.

Program Manager Wojcik stated it is going from Oscawana Lake Road to just short of Church Road in the Adams Corners area, approximately 200 feet short.

Legislator Gouldman questioned if there will be any lanes added.

Program Manager Wojcik stated there will be turning lanes added at the intersection and the High School will have a turning Lane with a flashing light in front of it. He explained at Oscawana Lake Road it will be widened on the bridge so there can be turning lanes going onto Peekskill Hollow.

Legislator Gouldman stated the Town of Putnam Valley Supervisor Sam Oliverio and Town Board members Jackie Annabi and Lou Luongo were unable to attend this meeting. He stated there was a discussion last night at the Town Board Meeting regarding this project. He read an

email that Councilwoman Annabi sent to him. The summary of the email message was a request to confirm there will not be an additional turning lane at Oregon Corners.

Commissioner Pena stated that has been part of the program from the very beginning. He stated based on the congestion and traffic projection the intersection improvements require these changes. He explained a through lane will not increase the volume capacity except at the intersection, at which point there will be a better through put.
Program Manager Wojcik stated when the design report was made and submitted to the DOT it included justification supporting the requested improvements. He stated after the DOT's review it was approved.

Legislator Gouldman questioned Legislative Counsel as to whether there is anything that can be done.

Legislative Counsel Firriolo stated that if it is part of the DOT Study, he does not believe any action can be done at this point.

Legislator Gouldman stated there was another correspondence that Councilwoman Annabi sent expressing the Town's concern. He stated there is concern with this project affecting the current weight restriction on Peekskill Hollow Road, which is a 10-ton limit, the residents in the area of said roadway want that weight restriction to remain. He stated also they do not want any of the work to undermine the Historical Designation of said roadway. He stated that many of his constituents have contacted him with their concerns about these same issues.

Commissioner Pena stated the two (2) issues are separate: the weight limit and the improvement of the roadway. He stated the improvements have been reviewed and discussed way before he joined the County. He stated the plans, over the years, have been modified and supported by the residents and Legislature. He stated they are finally at the phase to get the project moving. He stated the main goals of the road work: improve drainage and address some issues on tight curves.

Item #21 - Update/ Current Projects at Tilly Foster Farm/ Legislator Nacerino

Legislator Nacerino stated that she and Legislator Sayegh are the representatives to the Soil & Water Board. She stated that there was discussion at the November and the January meetings of said board regarding the performance measures for the Storm Water Project at Tilly Foster Farm. She stated there was discussion about the Creamery that will be coming to Tilly Foster Farm. She stated she had not heard anything about a Creamery coming to the Tilly Foster Farm nor had Legislator Sayegh. She stated that is why she requested this matter be placed on this agenda, so we can learn more about this and any other projects actions that may be transpiring.

Commissioner Pena stated the existing structure was originally a milking farm. He stated the building is where they used to bottle the milk. He stated the members of the County Team who work at that site call that area the "Creamery". He clarified there is no coffee shop going in yet.

Legislator Nacerino requested that Commissioner Pena offer clarification. She stated in the discussion at the Soil and Water meeting and their minutes the reference was as store name a "Taste of Putnam" that would be on the Tilly Foster property.

Commissioner Pena stated that they have been active at the Tilly Foster Farm since 2014. He provided a brief overview of the work that has been done. He stated that they are at the point where the two barn areas, the space in between the barns and the site manager's office. He stated they have been asked to create a three (3) season multi-use space in the upper level of the barn. He continued with an overview of the current site and what is being studied and considered.

General Manager Michael McCall stated in 2019 there were about 17 events held in the barn, he stated already there are 18 events booked in 2020. He stated they are renting a trailer of restrooms, which are expensive. He stated Commissioner Pena and his team are looking into a solution to that.

Legislator Nacerino questioned what is the "Taste of Putnam County".

Commissioner Pena it was discussed since for some time about bringing a Visitors Center to the Tilly Forster Farm property. He stated moving a concept to construction will take some time. He stated currently they are studying the actual structure and determine an approach to make this happen. He stated once they have some recommendations, they will be brought to the County Executive and the Legislature.

General Manager McCall stated the two possible locations being considered as of now are the Creamery and the Site Manager's Office.

Legislator Nacerino stated that if this is all conceptual at this time, how is the County moving forward with performance measures for signage. She read a passage from a Soil and Water meeting.

Commissioner Pena stated that there was action that had to be taken on the Tilly Foster Farm Property that combined the Soil and Water objectives and the East of Hudson and were able to finance a Water and Quality Project, which was installed and started last year. He stated part of that is also to introduce some additional habitat. Such as bird and bat habitats. He stated the aquatic life in the pond was reintroduced. He stated the subject of discussions that Legislator

Nacerino has referenced are related to work that was already in motion. He stated signage is being discussed. He stated there is a need for specific signs so that when visitors drive/walk onto the property they can find the "Lodge", "Parking" etc.

General Manager McCall stated the BOCES Construction School, which is in Building #8 made some signs for use on the property.

Commissioner Pena provided information to provide further clarification of the discussion had at the Soil and Water Meeting.

Chairman Albano stated this was an informative discussion. He stated the members of the Legislature look forward to seeing the sketches and ideas of what is being considered for this County property. He stated he would also like to receive an update on the revenue generated by the opening of the Barn.

General Manager McCall stated he did discuss with Commissioner of Finance Carlin that he will plan to come to the Audit & Administration Meeting in March and provide a financial update. He stated off the top of his head the Barn generated approximately $35,000 in December 2019. He stated they are however facing the costs being expended on renting restrooms, propane heaters, etc.

Commissioner Pena stated also the plan has always been to make the Tilly Foster Farm more functional and introduce more usable space. He stated which will bring more activity. He stated there is much to still evaluate and consider.

Legislator Montgomery stated that she has requested of the Administration, but never received a copy of the costs and revenues of the events hosted at the Tilly Foster Farm. She questioned how much the County has put into Tilly Foster Farm since 2014 in capital improvements. She questioned how many years the County is willing to continue to put money into Tilly Foster Farm and not make the money back. She stated the County struggles to fund public safety positions, line items in the budget related to public safety. She stated that tonight $13,000 was approved for the Arts Council. She stated these are organizations that generate sales tax dollars and bring people together. She stated she believes this is where the County's money should be spent. She stated she does not believe the County can afford Tilly Foster Farm, based on what she has seen the County struggle to fund. She stated she has seen no revenue from the Farm, and believes it takes money and customers away from other businesses, such as Smalley's that just announced they are closing.

Chairman Albano stated the Legislature will look at the facts when General Manager McCall presents the financials. He stated he sees no value in making negative statements that are not

documented or correct. He stated he knows the owners of Smalley's and their reason for closing is unrelated to Tilly Foster Farm.

Legislator Montgomery stated there was discussion tonight that it is unfair for certain business to run when they are not documented properly. She stated the County is allowed be allowed to run businesses with no regulations, no required permits or approvals, that other private business owners need to deal with.

Chairman Albano stated that is not accurate information. He stated there are requirements that the County has to adhere to and the County works with the County Law Department and all of the requirements the County must adhere to are met.

Commissioner Pena stated it may be beneficial to remind everyone that in 2014 The Tilly Foster Farm was a dilapidated property. He stated the history of said property and the County goes back further to a time when the County, under a different Administration, made the decision to purchase the property to preserve open space and green space and make connections for people to use parkland. That purchase occurred in 2002 with funding from East of Hudson, Water Quality. He stated it came with the requirement for the County to execute a conservation easement. He stated the land is permanently preserved for green space. He stated in 2014 a mission statement was created for this Putnam County Property. He stated in summary it was agreed that the mission for the property/ facility should be to foster financial, environmental, social and historical stewardship through a variety of programs, offerings via private and public partnership. He stated in terms of the finances, the County looks to the Department of Environmental Conservation (DEC), Soil and Water, and East of Hudson for funding specifically dedicated to water quality, septic repairs, etc. He stated while there has been taxpayer dollars invested, the County has also found available funds that are to be used for this type of purpose. He stated for the record a large portion of money spent on this project are from State and Federal funding sources.

Legislator Nacerino stated to Legislator Montgomery's point she agrees the Legislators do not see the financials readily enough. She stated that she is in support of this idea and efforts. She stated the assets are being maximized and it is a gem, in her opinion. She stated it gives the residents a lovely place to go and visit and it does attract visitors as well.

Commissioner Pena stated that they will work on improving the communication of that information to the Legislature. He stated he and his team begin each workday in a meeting laying out the plan to improve and move forward the condition of Putnam County. He provided a highlight of what was done at the Tilly Foster Farm in 2019: opened additional farmland for vegetables and fruits, installed irrigation tank, there is a pending engineering project based on solar – geo thermal greenhouse, improved the water quality in the pond, building restoration,

horse turnout shed, landscaping with a waterfall and pond, some signage has been added, improved a horse rink, installed parking light lighting and there was promotion venue meetings. He stated members of the Cold Spring Chamber of Commerce came to the Lodge and had a tour. He stated Director of Tourism Tracey Walsh could provide details to that, etc.

Chairman Albano facilitated further discussion on this matter.

Chairman Albano made a motion to waive the Rules to go past 11:00PM; Seconded by Legislator Nacerino. All in favor.

Kathleen Foley, resident, stated discussions such as this could be so much easier to stomach if the dollars were made available. She expressed her opinion on not seeing running the farm as an essential county service.

Legislator Jonke stated if he were on the Legislature when this property was acquired in 2002, he would not have supported. He stated however the County does own this property and is confronted to make the best use of this property. He stated it is not about generating revenue. He stated that would be great to generate revenue.

General Manager McCall stated he addressed the Legislature, he believes it was in October 2019, and presented at the Audit and Administration meeting the financials for the restaurant and barn combined as well as the financials for the Putnam Golf Course. He stated that there was a profit generated from the business at the Barn and the Restaurant at Tilly Foster of approximately, $100,000 and there is revenue generated from the rent on the site.

Chairman Albano thanked everyone for their input.

Item #22 - Update/ Ongoing Maintenance of the Shoreline of Lake Gleneida/ Chairman Physical Services Carl Albano

Commissioner Pena stated that they have had very positive meetings with the Department Environmental Protection (DEP) regarding permits so that the shoreline of Lake Gleneida can be maintained. He stated there was discussion about mowing the buffer twice a year with DEP staff being available when that action is done. He stated three (3) to four (4) feet was agreed to. He stated they discussed vine removal and hazard tree removal and tree trimmings. He stated the consolidation of rowboat storage has been discussed, and still needs to be solidified. He stated they want a stabilization of the parking area across from the Reed Library, making it more available to the folks who come to fish. He stated the area across from the Reed Library to the Whipple House the DEP has agreed to bring in their tree crews and work with the County and municipalities to clean up that area.

Chairman Albano questioned the projected start time is.

Commissioner Pena stated they are trying to get it going before it gets too thick.

Item #23 - Other Business - None

Item #24 - Adjournment

There being no further business at 11:05PM Chairman Albano made a motion to adjourn; Seconded by Legislator Nacerino. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

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

Toni E. Addonizio *Chairwoman*
Neal L. Sullivan *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*

Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Neal L. Sullivan	Dist. 9

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

Thursday **February 20, 2020**

(Immediately following the 6:00PM Rules Meeting)

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Approval/ Physical Services Meeting Minutes/Nov. 12th , Special Nov. 25 & Dec. 17, 2019**

4. **Presentation/ Hudson Highlands Land Trust Manager of Natural Resources Nicole Wooten – Northern Putnam Greenway & Representative from NY – NJ Trail Conference/ Legislator Amy Sayegh**

5. **Discussion/ Town of Kent with OIA Holding, LLC Tax Map Section 22, Block 1, Lot 23.2/ Hogan & Rossi Attorney At Law, Nancy Tagliafierro, Esq.**

6. **Discussion/Approval/ Memorialization of NY State Legislation to make Commercial PACE Financing Available for New Construction/ Sarah Smiley Director of Member Services EIC PACE**

7. **Approval/ Putnam County Veteran's Residence Lease Room #8/ First Deputy County Attorney Andrew Negro**

8. **Approval/ Appointment – Agricultural Board: Colin Wright/ Senior Environmental Planner, District Manager and Climate Smart Coordinator Lauri Taylor**

9. **Approval/ Re-Appointment – Agricultural Board: Brian Bergen & Dave Vickery/ Senior Environmental Planner, District Manager and Climate Smart Coordinator Lauri Taylor**

10. **Approval/ Consolidated Grant Funding Pursuant to 49 United States Code, Section 5311 Federal Fiscal Years (FFYs) 2019 and 2020/ Commissioner, Planning, Development and Public Transportation Sandra Fusco**

11. **Approval/ NYS Department of Transportation Modernization and Enhancement Program (MEP) Funding Grant/ Commissioner, Planning, Development and Public Transportation Sandra Fusco**

12. **Approval/ Fund Transfer (20T036)/ To Allocate Cost of Vehicle Leasing – Enterprise Fleet Management Lease Agreement/ Deputy Commissioner of Finance Anita Gilbert**

13. **Approval/ SEQRA Determination/ Bond - Acquisition of Various Highway Equipment for the Department of Highways and Facilities/ Commissioner, Planning, Development and Public Transportation Sandra Fusco**

14. **Approval/ Bond -Highway Vehicles and Equipment/ Finance Commissioner William Carlin**
    a. **FYI/ 2020 Equipment Replacement/ Deputy Commissioner Highways and Facilities John Tully**

15. **Approval/ SEQRA Determination/ Bond – Resurfacing of Various County Highways and Parking in Putnam County/ Commissioner, Planning, Development and Public Transportation Sandra Fusco**

16. **Approval/ Bond – For Highway Improvements/ Finance Commissioner William Carlin**
    a. **FYI/ Proposed Work For 2020 – 2021/ Deputy Commissioner Highways and Facilities John Tully**

17. **Approval/ Capital Project (20CP01) – Uniform Access Control System for County Facilities: Board of Elections, Donald B. Smith Campus Building 3, The Kern Building including Department of Motor Vehicles, Putnam Valley Senior Center and William Koehler Senior Center/ Assistant Supervisor of Planning & Design Alexis Hawley**

18. **Approval/ Capital Projects (20CP02) – Equipment Purchase: Manlift (Facilities Division), Farm Plow (Tilly Foster Farm), Mower for Tractor (Parks Division/ Bikepath Maintenance), Scag Mower (Parks Division)/ Assistant Supervisor of Planning & Design Alexis Hawley**

19. **Approval/ Eminent Domain Acquisitions/ Peekskill Hollow Road (CR 21) Improvement Project – PIN #8757.48/ Commissioner of Highways and Facilities Fred Pena**

20. **Discussion/ Peekskill Hollow Road Project Update/ Legislator William Gouldman**

21. **Update/ Current Projects at Tilly Foster Farm/ Legislator Nacerino**

22. **Update/ Ongoing Maintenance of the Shoreline of Lake Gleneida/ Chairman Physical Services Carl Albano**

23. **Other Business**

24. **Adjournment**

Physical Services Committee Meeting
March 30 2020
Agenda Item # 4

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Carmel, 113 Longdale Road Tax Map #65.10-1-32/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30 2020
Agenda Item # 5

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/Town of Carmel, 30 Shore Drive Tax Map #86.47-1-20/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30 2020
Agenda Item # 6

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Southeast, 86 North Brewster Road Tax Map #56.28-1-43/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30, 2020
Agenda Item # 7

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Putnam Valley, 7 Evergreen Road Tax Map #62.11-1-23/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30, 2020
Agenda Item # 8

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Patterson, 56 Fairfield Drive Tax Map #36.30-1-8/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30 2020
Agenda Item # 9

Approval/ Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Southeast, 55-61 Main Street Tax Map #67.34-2-51/ First Deputy County Attorney Andrew Negro

Physical Services Committee Meeting
March 30 2020
Agenda Item # 10

Approval/Sale of County Property Pursuant to Chapter 31 of the Putnam County Code/ Town of Putnam Valley, 23 Point Drive South Tax Map #83.74-1-8/ First Deputy County Attorney Andrew Negro

email: 3/23/2020

1 hrg: 5/30/20

Approval #11

LEAD AGENCY/ SEQRA DETERMINATION/ MILL STREET CULVERT REHABILITATION

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Highways and Facilities project that involves the rehabilitation of an existing culvert in the Town of Putnam Valley along Mill Street (Putnam Route 23) crossing Shrub Oak Brook, a Class C stream, which existing culvert is deteriorating and requires rehabilitation. The proposed work includes removal of the existing culvert deck, pouring new concrete culvert abutments behind the existing abutments, and setting a new precast concrete culvert deck on the new abutments. Ancillary work includes asphalt pavement, overhead utility relocation, guide rails, and stream stabilization (rip-rap). The clear span of the existing culvert is 16.7 feet long and 21.3 feet wide with approximately 6.5 feet between the bottom of the deck and the stream channel bed. The proposed design will construct new abutments behind the existing abutments. The existing abutments will remain in place during and after construction thereby mitigating disturbance to the watercourse. The new culvert deck will be thinner increasing the height between the bottom of the deck and the channel bed to 7.5 feet. Flow through the culvert will not be changed by the construction. The road will be closed throughout the duration of construction and a detour posted; 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 *et seq.*; and

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

WHEREAS, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA;

WHEREAS, a full Environmental Assessment Form (EAF) has been prepared for the proposed project along with supporting documentation; and

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

RESOLVED, that the Putnam County Legislature will conduct a coordinated SEQRA environmental review for the proposed action; and be it further

RESOLVED, that the Putnam County Legislature hereby declares its intent to serve as the Lead Agency under the procedures and requirements of SEQRA, and will circulate a Lead Agency Notice along with the EAF and associated documentation to all involved and/or interested agencies, and will follow protocol in accordance with and as required by all relevant rules and regulations therefor.

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

Start	Monday, March 18, 2019		Tuesday, March 19, 2019		Wednesday, March 20, 2019		Thursday, March 21, 2019		Friday, March 22, 2019		Saturday, March 23, 2019		Sunday, March 24, 2019		Week Average	
Time	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	*	*	21	5	13	5	16	5	19	3	28	6	34	7	22	5
01:00	*	*	3	2	6	2	2	3	6	1	8	3	29	11	9	4
02:00	*	*	4	3	3	3	2	3	4	0	5	4	7	7	4	3
03:00	*	*	0	10	1	7	1	9	2	6	1	5	7	3	2	7
04:00	*	*	4	39	4	40	2	34	1	38	4	15	3	5	3	28
05:00	*	*	5	91	5	91	3	84	6	84	2	21	3	13	4	64
06:00	*	*	26	210	23	217	20	219	23	201	7	50	5	40	17	156
07:00	*	*	46	261	47	274	49	252	45	255	21	87	23	47	38	196
08:00	*	*	59	236	74	255	69	230	72	265	56	151	32	84	60	204
09:00	*	*	71	164	69	169	68	158	78	162	98	183	65	135	75	162
10:00	*	*	90	116	97	109	76	107	85	105	119	178	128	142	99	126
11:00	*	*	84	94	96	106	137	105	94	106	188	170	166	138	128	120
12:00 PM	122	118	109	98	95	81	93	138	114	113	177	175	169	174	126	128
01:00	104	114	100	83	108	93	107	105	106	86	146	146	152	193	118	117
02:00	139	116	134	90	151	122	123	94	152	120	126	136	130	146	136	118
03:00	200	136	214	114	197	129	189	105	202	123	131	96	136	112	181	116
04:00	249	132	215	121	230	120	214	111	262	119	138	109	127	101	205	116
05:00	283	89	263	94	251	112	237	104	263	96	144	109	91	87	219	99
06:00	222	66	197	97	223	108	210	85	224	90	116	96	93	77	184	88
07:00	156	62	162	60	150	58	132	61	137	87	95	67	82	83	131	68
08:00	95	30	108	31	113	35	116	33	95	64	85	59	69	34	97	41
09:00	76	24	88	33	99	30	74	28	81	50	66	49	43	22	75	34
10:00	35	13	41	8	60	11	67	14	75	29	59	20	23	9	51	15
11:00	24	8	26	4	28	5	31	4	51	16	47	13	15	3	32	8
Total	1705	908	2070	2064	2143	2182	2038	2091	2197	2219	1867	1948	1632	1673	2016	2023
Day	2613		4134		4325		4129		4416		3815		3305		4039	
AM Peak	-	-	10:00	07:00	10:00	07:00	11:00	07:00	11:00	08:00	11:00	09:00	11:00	10:00	11:00	08:00
Vol.	-	-	90	261	97	274	137	252	94	265	188	183	166	142	128	204
PM Peak	17:00	15:00	17:00	16:00	17:00	15:00	17:00	12:00	17:00	15:00	12:00	12:00	12:00	13:00	17:00	12:00
Vol.	283	136	263	121	251	129	237	138	263	123	177	175	169	193	219	128

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-73.84128W

Start Time	Monday, March 25, 2019		Tuesday, March 26, 2019		Wednesday, March 27, 2019		Thursday, March 28, 2019		Friday, March 29, 2019		Saturday, March 30, 2019		Sunday, March 31, 2019		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	14	4	*	*	*	*	*	*	*	*	*	*	*	*	14	4
01:00	2	2	*	*	*	*	*	*	*	*	*	*	*	*	2	2
02:00	3	3	*	*	*	*	*	*	*	*	*	*	*	*	3	3
03:00	1	11	*	*	*	*	*	*	*	*	*	*	*	*	1	11
04:00	1	39	*	*	*	*	*	*	*	*	*	*	*	*	1	39
05:00	6	86	*	*	*	*	*	*	*	*	*	*	*	*	6	86
06:00	27	207	*	*	*	*	*	*	*	*	*	*	*	*	27	207
07:00	67	281	*	*	*	*	*	*	*	*	*	*	*	*	67	281
08:00	28	125	*	*	*	*	*	*	*	*	*	*	*	*	28	125
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	149	758	0	0	0	0	0	0	0	0	0	0	0	0	149	758
Day	907		0		0		0		0		0		0		907	
AM Peak	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00
Vol.	67	281	-	-	-	-	-	-	-	-	-	-	-	-	67	281
PM Peak	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vol.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Comb. Total	3520	4134	4325	4129	4416	3815	3305	4946
ADT	ADT 4,045	AADT 4,045						

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NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/18/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	0	105	11	2	4	0	0	0	0	0	0	0	0	122
13:00	0	88	12	0	4	0	0	0	0	0	0	0	0	104
14:00	0	116	19	2	2	0	0	0	0	0	0	0	0	139
15:00	0	163	34	1	2	0	0	0	0	0	0	0	0	200
16:00	0	213	30	0	6	0	0	0	0	0	0	0	0	249
17:00	0	245	33	0	4	0	0	1	0	0	0	0	0	283
18:00	0	182	34	1	5	0	0	0	0	0	0	0	0	222
19:00	0	135	17	0	4	0	0	0	0	0	0	0	0	156
20:00	0	76	17	0	2	0	0	0	0	0	0	0	0	95
21:00	0	71	5	0	0	0	0	0	0	0	0	0	0	76
22:00	0	35	0	0	0	0	0	0	0	0	0	0	0	35
23:00	0	22	2	0	0	0	0	0	0	0	0	0	0	24
Day Total	0	1451	214	6	33	0	0	1	0	0	0	0	0	1705
Percent	0.0%	85.1%	12.6%	0.4%	1.9%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak Vol.														
PM Peak Vol.		17:00 245	15:00 34	12:00 2	16:00 6			17:00 1						17:00 283

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/19/19	0	18	3	0	0	0	0	0	0	0	0	0	0	21
01:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
02:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
05:00	0	5	0	0	0	0	0	0	0	0	0	0	0	5
06:00	0	22	3	0	1	0	0	0	0	0	0	0	0	26
07:00	0	33	10	1	2	0	0	0	0	0	0	0	0	46
08:00	0	39	14	1	3	1	1	0	0	0	0	0	0	59
09:00	0	46	15	0	10	0	0	0	0	0	0	0	0	71
10:00	0	65	16	0	9	0	0	0	0	0	0	0	0	90
11:00	0	66	16	0	2	0	0	0	0	0	0	0	0	84
12 PM	0	89	18	0	1	0	0	1	0	0	0	0	0	109
13:00	0	86	13	0	1	0	0	0	0	0	0	0	0	100
14:00	0	113	16	2	3	0	0	0	0	0	0	0	0	134
15:00	0	168	41	1	4	0	0	0	0	0	0	0	0	214
16:00	0	178	33	1	1	1	0	1	0	0	0	0	0	215
17:00	0	226	35	0	2	0	0	0	0	0	0	0	0	263
18:00	0	168	22	0	7	0	0	0	0	0	0	0	0	197
19:00	0	133	29	0	0	0	0	0	0	0	0	0	0	162
20:00	0	94	13	0	1	0	0	0	0	0	0	0	0	108
21:00	0	79	9	0	0	0	0	0	0	0	0	0	0	88
22:00	0	38	2	0	1	0	0	0	0	0	0	0	0	41
23:00	0	21	4	0	1	0	0	0	0	0	0	0	0	26
Day Total	0	1698	312	6	49	2	1	2	0	0	0	0	0	2070
Percent	0.0%	82.0%	15.1%	0.3%	2.4%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	10:00	07:00	09:00	08:00	08:00							10:00
Vol.		66	16	1	10	1	1							90
PM Peak		17:00	15:00	14:00	18:00	16:00		12:00						17:00
Vol.		226	41	2	7	1		1						263

Tri-State Traffic Data, Inc.
(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
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Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/20/19	0	12	1	0	0	0	0	0	0	0	0	0	0	13
01:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
02:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	3	1	0	0	0	0	0	0	0	0	0	0	4
05:00	0	3	1	1	0	0	0	0	0	0	0	0	0	5
06:00	0	18	3	0	2	0	0	0	0	0	0	0	0	23
07:00	0	33	9	2	3	0	0	0	0	0	0	0	0	47
08:00	0	52	18	1	3	0	0	0	0	0	0	0	0	74
09:00	0	48	12	3	6	0	0	0	0	0	0	0	0	69
10:00	0	68	20	2	6	1	0	0	0	0	0	0	0	97
11:00	1	76	13	1	5	0	0	0	0	0	0	0	0	96
12 PM	0	76	14	1	4	0	0	0	0	0	0	0	0	95
13:00	1	96	9	0	2	0	0	0	0	0	0	0	0	108
14:00	0	125	19	2	4	0	0	1	0	0	0	0	0	151
15:00	1	167	23	1	1	1	0	3	0	0	0	0	0	197
16:00	1	193	33	0	3	0	0	0	0	0	0	0	0	230
17:00	0	218	29	0	4	0	0	0	0	0	0	0	0	251
18:00	0	192	25	0	6	0	0	0	0	0	0	0	0	223
19:00	0	128	21	0	1	0	0	0	0	0	0	0	0	150
20:00	0	100	12	0	1	0	0	0	0	0	0	0	0	113
21:00	0	94	5	0	0	0	0	0	0	0	0	0	0	99
22:00	0	54	6	0	0	0	0	0	0	0	0	0	0	60
23:00	0	26	2	0	0	0	0	0	0	0	0	0	0	28
Day Total	4	1790	278	14	51	2	0	4	0	0	0	0	0	2143
Percent	0.2%	83.5%	13.0%	0.7%	2.4%	0.1%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	11:00	11:00	10:00	09:00	09:00	10:00								10:00
Vol.	1	76	20	3	6	1								97
PM Peak	13:00	17:00	16:00	14:00	18:00	15:00		15:00						17:00
Vol.	1	218	33	2	6	1		3						251

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
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Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/21/19	0	15	1	0	0	0	0	0	0	0	0	0	0	16
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
05:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
06:00	0	14	4	0	2	0	0	0	0	0	0	0	0	20
07:00	0	35	11	1	2	0	0	0	0	0	0	0	0	49
08:00	0	49	14	3	3	0	0	0	0	0	0	0	0	69
09:00	0	49	14	0	3	1	0	0	1	0	0	0	0	68
10:00	0	52	17	1	5	0	0	0	1	0	0	0	0	76
11:00	4	110	17	0	5	0	0	1	0	0	0	0	0	137
12 PM	0	72	16	1	4	0	0	0	0	0	0	0	0	93
13:00	0	88	12	2	5	0	0	0	0	0	0	0	0	107
14:00	0	100	20	0	3	0	0	0	0	0	0	0	0	123
15:00	0	152	32	3	2	0	0	0	0	0	0	0	0	189
16:00	0	176	34	0	4	0	0	0	0	0	0	0	0	214
17:00	0	204	30	0	3	0	0	0	0	0	0	0	0	237
18:00	0	190	20	0	0	0	0	0	0	0	0	0	0	210
19:00	0	116	13	0	3	0	0	0	0	0	0	0	0	132
20:00	0	104	10	0	2	0	0	0	0	0	0	0	0	116
21:00	0	68	6	0	0	0	0	0	0	0	0	0	0	74
22:00	0	62	5	0	0	0	0	0	0	0	0	0	0	67
23:00	0	27	4	0	0	0	0	0	0	0	0	0	0	31
Day Total	4	1693	280	11	46	1	0	1	2	0	0	0	0	2038
Percent	0.2%	83.1%	13.7%	0.5%	2.3%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
AM Peak	11:00	11:00	10:00	08:00	10:00	09:00		11:00	09:00					11:00
Vol.	4	110	17	3	5	1		1	1					137
PM Peak		17:00	16:00	15:00	13:00									17:00
Vol		204	34	3	5									237

Tri-State Traffic Data, Inc.

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Station ID:
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-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/22/19	0	14	5	0	0	0	0	0	0	0	0	0	0	19
01:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
02:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
06:00	0	16	5	1	1	0	0	0	0	0	0	0	0	23
07:00	0	40	4	1	0	0	0	0	0	0	0	0	0	45
08:00	0	47	23	1	1	0	0	0	0	0	0	0	0	72
09:00	0	56	14	0	7	1	0	0	0	0	0	0	0	78
10:00	0	66	17	2	0	0	0	0	0	0	0	0	0	85
11:00	0	68	20	2	4	0	0	0	0	0	0	0	0	94
12 PM	0	87	21	0	5	1	0	0	0	0	0	0	0	114
13:00	0	84	15	1	5	1	0	0	0	0	0	0	0	106
14:00	0	123	23	1	5	0	0	0	0	0	0	0	0	152
15:00	0	160	37	1	4	0	0	0	0	0	0	0	0	202
16:00	0	228	30	0	4	0	0	0	0	0	0	0	0	262
17:00	0	224	34	0	5	0	0	0	0	0	0	0	0	263
18:00	0	203	18	0	3	0	0	0	0	0	0	0	0	224
19:00	0	119	15	0	3	0	0	0	0	0	0	0	0	137
20:00	0	82	10	0	3	0	0	0	0	0	0	0	0	95
21:00	0	68	11	0	2	0	0	0	0	0	0	0	0	81
22:00	0	63	12	0	0	0	0	0	0	0	0	0	0	75
23:00	0	47	4	0	0	0	0	0	0	0	0	0	0	51
Day Total	0	1810	322	10	52	3	0	0	0	0	0	0	0	2197
Percent	0.0%	82.4%	14.7%	0.5%	2.4%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	08:00	10:00	09:00	09:00								11:00
Vol.		68	23	2	7	1								94
PM Peak		16:00	15:00	13:00	12:00	12:00								17:00
Vol.		228	37	1	5	1								263

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/23/19	0	24	4	0	0	0	0	0	0	0	0	0	0	28
01:00	0	6	2	0	0	0	0	0	0	0	0	0	0	8
02:00	0	4	1	0	0	0	0	0	0	0	0	0	0	5
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
05:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
06:00	0	6	0	0	0	0	0	1	0	0	0	0	0	7
07:00	0	16	5	0	0	0	0	0	0	0	0	0	0	21
08:00	0	40	15	0	1	0	0	0	0	0	0	0	0	56
09:00	0	74	21	0	1	2	0	0	0	0	0	0	0	98
10:00	0	90	22	0	5	2	0	0	0	0	0	0	0	119
11:00	1	163	19	0	4	1	0	0	0	0	0	0	0	188
12 PM	0	153	17	1	6	0	0	0	0	0	0	0	0	177
13:00	0	126	16	0	3	1	0	0	0	0	0	0	0	146
14:00	0	109	14	1	2	0	0	0	0	0	0	0	0	126
15:00	0	100	29	0	1	1	0	0	0	0	0	0	0	131
16:00	0	124	12	0	1	1	0	0	0	0	0	0	0	138
17:00	1	130	11	0	2	0	0	0	0	0	0	0	0	144
18:00	0	98	17	0	1	0	0	0	0	0	0	0	0	116
19:00	0	86	8	0	1	0	0	0	0	0	0	0	0	95
20:00	0	73	10	0	2	0	0	0	0	0	0	0	0	85
21:00	1	58	6	0	1	0	0	0	0	0	0	0	0	66
22:00	0	54	4	0	1	0	0	0	0	0	0	0	0	59
23:00	0	39	8	0	0	0	0	0	0	0	0	0	0	47
Day Total	3	1579	242	2	32	8	0	1	0	0	0	0	0	1867
Percent	0.2%	84.6%	13.0%	0.1%	1.7%	0.4%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	11:00	11:00	10:00		10:00	09:00		06:00						11:00
Vol.	1	163	22		5	2		1						188
PM Peak	17:00	12:00	15:00	12:00	12:00	13:00								12:00
Vol.	1	153	29	1	6	1								177

Tri-State Traffic Data, Inc.

(610) 466-1469
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Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/24/19	0	31	3	0	0	0	0	0	0	0	0	0	0	34
01:00	0	24	4	0	0	0	0	1	0	0	0	0	0	29
02:00	0	6	1	0	0	0	0	0	0	0	0	0	0	7
03:00	0	7	0	0	0	0	0	0	0	0	0	0	0	7
04:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
05:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
06:00	0	5	0	0	0	0	0	0	0	0	0	0	0	5
07:00	0	16	7	0	0	0	0	0	0	0	0	0	0	23
08:00	0	27	4	0	1	0	0	0	0	0	0	0	0	32
09:00	0	52	13	0	0	0	0	0	0	0	0	0	0	65
10:00	0	103	18	0	6	1	0	0	0	0	0	0	0	128
11:00	0	148	14	0	4	0	0	0	0	0	0	0	0	166
12 PM	0	142	27	0	0	0	0	0	0	0	0	0	0	169
13:00	1	129	21	0	1	0	0	0	0	0	0	0	0	152
14:00	0	114	16	0	0	0	0	0	0	0	0	0	0	130
15:00	3	114	19	0	0	0	0	0	0	0	0	0	0	136
16:00	0	114	12	0	1	0	0	0	0	0	0	0	0	127
17:00	0	81	10	0	0	0	0	0	0	0	0	0	0	91
18:00	0	82	10	0	1	0	0	0	0	0	0	0	0	93
19:00	0	73	8	0	1	0	0	0	0	0	0	0	0	82
20:00	0	55	11	0	2	0	0	1	0	0	0	0	0	69
21:00	0	36	7	0	0	0	0	0	0	0	0	0	0	43
22:00	0	22	0	0	1	0	0	0	0	0	0	0	0	23
23:00	0	14	1	0	0	0	0	0	0	0	0	0	0	15
Day Total	4	1401	206	0	18	1	0	2	0	0	0	0	0	1632
Percent	0.2%	85.8%	12.6%	0.0%	1.1%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	10:00		10:00	10:00		01:00						11:00
Vol.		148	18		6	1		1						166
PM Peak	15:00	12:00	12:00		20:00			20:00						12:00
Vol.	3	142	27		2			1						169

Tri-State Traffic Data, Inc.

(610) 466-1469
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Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
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Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/25/19	0	9	4	0	1	0	0	0	0	0	0	0	0	14
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	2	1	0	0	0	0	0	0	0	0	0	0	3
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	3	2	0	1	0	0	0	0	0	0	0	0	6
06:00	0	19	4	1	3	0	0	0	0	0	0	0	0	27
07:00	0	47	15	2	2	0	1	0	0	0	0	0	0	67
08:00	0	19	5	0	2	1	0	1	0	0	0	0	0	28
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Day Total	0	103	31	3	9	1	1	1	0	0	0	0	0	149
Percent	0.0%	69.1%	20.8%	2.0%	6.0%	0.7%	0.7%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	07:00	07:00	06:00	08:00	07:00	08:00						07:00
Vol		47	15	2	3	1	1	1						67
PM Peak Vol														
Grand Total	15	11525	1885	52	290	18	2	12	2	0	0	0	0	13801
Percent	0.1%	83.5%	13.7%	0.4%	2.1%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/18/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	0	102	8	4	4	0	0	0	0	0	0	0	0	118
13:00	1	92	14	1	5	0	0	1	0	0	0	0	0	114
14:00	0	100	11	1	4	0	0	0	0	0	0	0	0	116
15:00	0	110	23	1	1	0	0	1	0	0	0	0	0	136
16:00	0	110	19	0	3	0	0	0	0	0	0	0	0	132
17:00	0	76	10	0	1	0	0	1	1	0	0	0	0	89
18:00	0	59	7	0	0	0	0	0	0	0	0	0	0	66
19:00	0	58	4	0	0	0	0	0	0	0	0	0	0	62
20:00	0	27	2	0	1	0	0	0	0	0	0	0	0	30
21:00	0	22	2	0	0	0	0	0	0	0	0	0	0	24
22:00	0	11	1	0	1	0	0	0	0	0	0	0	0	13
23:00	0	8	0	0	0	0	0	0	0	0	0	0	0	8
Day Total	1	775	101	7	20	0	0	3	1	0	0	0	0	908
Percent	0.1%	85.4%	11.1%	0.8%	2.2%	0.0%	0.0%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%	
AM Peak														
Vol.														
PM Peak	13:00	15:00	15:00	12:00	13:00			13:00	17:00					15:00
Vol.	1	110	23	4	5			1	1					136

Tri-State Traffic Data, Inc.
(610) 466-1469
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Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/19/19	0	5	0	0	0	0	0	0	0	0	0	0	0	5
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
03:00	0	7	3	0	0	0	0	0	0	0	0	0	0	10
04:00	0	29	10	0	0	0	0	0	0	0	0	0	0	39
05:00	0	82	8	0	1	0	0	0	0	0	0	0	0	91
06:00	0	174	33	0	3	0	0	0	0	0	0	0	0	210
07:00	0	219	35	2	5	0	0	0	0	0	0	0	0	261
08:00	0	202	25	1	6	2	0	0	0	0	0	0	0	236
09:00	0	140	20	0	3	0	0	0	1	0	0	0	0	164
10:00	0	92	20	1	3	0	0	0	0	0	0	0	0	116
11:00	0	82	10	0	2	0	0	0	0	0	0	0	0	94
12 PM	0	85	12	0	1	0	0	0	0	0	0	0	0	98
13:00	0	71	10	1	1	0	0	0	0	0	0	0	0	83
14:00	0	66	17	1	6	0	0	0	0	0	0	0	0	90
15:00	0	100	10	1	3	0	0	0	0	0	0	0	0	114
16:00	0	102	16	0	3	0	0	0	0	0	0	0	0	121
17:00	0	82	11	0	1	0	0	0	0	0	0	0	0	94
18:00	0	86	10	0	1	0	0	0	0	0	0	0	0	97
19:00	0	56	4	0	0	0	0	0	0	0	0	0	0	60
20:00	0	29	2	0	0	0	0	0	0	0	0	0	0	31
21:00	0	28	4	0	1	0	0	0	0	0	0	0	0	33
22:00	0	6	2	0	0	0	0	0	0	0	0	0	0	8
23:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
Day Total	0	1752	262	7	40	2	0	0	1	0	0	0	0	2064
Percent	0.0%	84.9%	12.7%	0.3%	1.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	07:00	07:00	08:00	08:00			09:00					07:00
Vol.		219	35	2	6	2			1					261
PM Peak		16:00	14:00	13:00	14:00									16:00
Vol.		102	17	1	6									121

Tri-State Traffic Data, Inc.
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Counter: JDF
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Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/20/19	0	4	1	0	0	0	0	0	0	0	0	0	0	5
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	2	1	0	0	0	0	0	0	0	0	0	0	3
03:00	0	6	1	0	0	0	0	0	0	0	0	0	0	7
04:00	0	32	8	0	0	0	0	0	0	0	0	0	0	40
05:00	0	79	11	0	1	0	0	0	0	0	0	0	0	91
06:00	0	180	34	0	2	1	0	0	0	0	0	0	0	217
07:00	0	235	33	1	4	0	0	1	0	0	0	0	0	274
08:00	1	220	30	1	2	0	0	1	0	0	0	0	0	255
09:00	0	140	20	2	6	0	0	1	0	0	0	0	0	169
10:00	0	92	11	2	4	0	0	0	0	0	0	0	0	109
11:00	0	81	20	0	4	1	0	0	0	0	0	0	0	106
12 PM	0	61	15	1	4	0	0	0	0	0	0	0	0	81
13:00	0	76	14	1	2	0	0	0	0	0	0	0	0	93
14:00	0	103	11	1	6	1	0	0	0	0	0	0	0	122
15:00	0	105	21	1	1	1	0	0	0	0	0	0	0	129
16:00	0	113	6	0	1	0	0	0	0	0	0	0	0	120
17:00	0	99	13	0	0	0	0	0	0	0	0	0	0	112
18:00	0	95	10	0	3	0	0	0	0	0	0	0	0	108
19:00	0	56	2	0	0	0	0	0	0	0	0	0	0	58
20:00	0	30	5	0	0	0	0	0	0	0	0	0	0	35
21:00	1	26	3	0	0	0	0	0	0	0	0	0	0	30
22:00	0	10	1	0	0	0	0	0	0	0	0	0	0	11
23:00	0	5	0	0	0	0	0	0	0	0	0	0	0	5
Day Total	2	1852	271	10	40	4	0	3	0	0	0	0	0	2182
Percent	0.1%	84.9%	12.4%	0.5%	1.8%	0.2%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	08:00	07:00	06:00	09:00	09:00	06:00		07:00						07:00
Vol.	1	235	34	2	6	1		1						274
PM Peak	21:00	16:00	15:00	12:00	14:00	14:00								15:00
Vol.	1	113	21	1	6	1								129

Tri-State Traffic Data, Inc.

(610) 466-1469
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Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/21/19	0	5	0	0	0	0	0	0	0	0	0	0	0	5
01:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
02:00	0	2	1	0	0	0	0	0	0	0	0	0	0	3
03:00	0	7	2	0	0	0	0	0	0	0	0	0	0	9
04:00	0	28	6	0	0	0	0	0	0	0	0	0	0	34
05:00	0	70	13	0	1	0	0	0	0	0	0	0	0	84
06:00	0	185	34	0	0	0	0	0	0	0	0	0	0	219
07:00	0	213	35	1	3	0	0	0	0	0	0	0	0	252
08:00	0	193	34	1	2	0	0	0	0	0	0	0	0	230
09:00	0	135	20	0	3	0	0	0	0	0	0	0	0	158
10:00	0	82	17	1	6	0	0	0	1	0	0	0	0	107
11:00	3	90	7	1	3	1	0	0	0	0	0	0	0	105
12 PM	0	121	13	1	3	0	0	0	0	0	0	0	0	138
13:00	0	88	15	2	0	0	0	0	0	0	0	0	0	105
14:00	0	76	14	2	2	0	0	0	0	0	0	0	0	94
15:00	0	89	12	2	1	0	0	1	0	0	0	0	0	105
16:00	0	95	14	0	2	0	0	0	0	0	0	0	0	111
17:00	0	91	11	0	2	0	0	0	0	0	0	0	0	104
18:00	0	78	6	1	0	0	0	0	0	0	0	0	0	85
19:00	0	52	8	0	1	0	0	0	0	0	0	0	0	61
20:00	0	27	6	0	0	0	0	0	0	0	0	0	0	33
21:00	0	23	4	0	1	0	0	0	0	0	0	0	0	28
22:00	0	12	1	0	1	0	0	0	0	0	0	0	0	14
23:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
Day Total	3	1769	273	12	31	1	0	1	1	0	0	0	0	2091
Percent	0.1%	84.6%	13.1%	0.6%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	10:00	11:00			10:00					07:00
Vol.	3	213	35	1	6	1			1					252
PM Peak		12:00	13:00	13:00	12:00			15:00						12:00
Vol.		121	15	2	3			1						138

Tri-State Traffic Data, Inc.
(610) 466-1469
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Road Name: Mill St
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Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/22/19	0	3	0	0	0	0	0	0	0	0	0	0	0	3
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
04:00	0	31	7	0	0	0	0	0	0	0	0	0	0	38
05:00	0	67	15	0	2	0	0	0	0	0	0	0	0	84
06:00	0	165	34	0	2	0	0	0	0	0	0	0	0	201
07:00	0	221	33	1	0	0	0	0	0	0	0	0	0	255
08:00	0	221	35	3	5	0	0	1	0	0	0	0	0	265
09:00	0	132	24	1	5	0	0	0	0	0	0	0	0	162
10:00	0	85	18	0	2	0	0	0	0	0	0	0	0	105
11:00	0	86	16	0	4	0	0	0	0	0	0	0	0	106
12 PM	0	88	17	0	7	0	0	1	0	0	0	0	0	113
13:00	0	68	14	1	3	0	0	0	0	0	0	0	0	86
14:00	0	90	22	2	4	1	0	1	0	0	0	0	0	120
15:00	0	102	18	0	3	0	0	0	0	0	0	0	0	123
16:00	0	104	15	0	0	0	0	0	0	0	0	0	0	119
17:00	0	83	11	0	1	0	0	1	0	0	0	0	0	96
18:00	0	81	8	0	1	0	0	0	0	0	0	0	0	90
19:00	0	77	10	0	0	0	0	0	0	0	0	0	0	87
20:00	0	59	5	0	0	0	0	0	0	0	0	0	0	64
21:00	0	47	3	0	0	0	0	0	0	0	0	0	0	50
22:00	0	28	1	0	0	0	0	0	0	0	0	0	0	29
23:00	0	14	2	0	0	0	0	0	0	0	0	0	0	16
Day Total	0	1857	310	8	39	1	0	4	0	0	0	0	0	2219
Percent	0.0%	83.7%	14.0%	0.4%	1.8%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	08:00	08:00	08:00			08:00						08:00
Vol.		221	35	3	5			1						265
PM Peak		16:00	14:00	14:00	12:00	14:00		12:00						15:00
Vol.		104	22	2	7	1		1						123

Road Name: Mill St
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Site Code: 2026
Station ID
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/23/19	0	6	0	0	0	0	0	0	0	0	0	0	0	6
01:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
02:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	4	1	0	0	0	0	0	0	0	0	0	0	5
04:00	0	14	1	0	0	0	0	0	0	0	0	0	0	15
05:00	0	18	3	0	0	0	0	0	0	0	0	0	0	21
06:00	0	38	11	0	1	0	0	0	0	0	0	0	0	50
07:00	0	70	15	0	2	0	0	0	0	0	0	0	0	87
08:00	0	128	21	1	1	0	0	0	0	0	0	0	0	151
09:00	0	**151**	**29**	0	1	**2**	0	0	0	0	0	0	0	**183**
10:00	1	146	25	1	3	2	0	0	0	0	0	0	0	178
11:00	0	144	24	0	2	0	0	0	0	0	0	0	0	170
12 PM	0	**160**	10	0	4	1	0	0	0	0	0	0	0	**175**
13:00	0	128	**15**	0	2	1	0	0	0	0	0	0	0	146
14:00	0	123	13	0	0	0	0	0	0	0	0	0	0	136
15:00	0	81	9	0	3	1	0	**2**	0	0	0	0	0	96
16:00	0	99	7	0	2	1	0	0	0	0	0	0	0	109
17:00	0	97	12	0	0	0	0	0	0	0	0	0	0	109
18:00	0	85	10	0	1	0	0	0	0	0	0	0	0	96
19:00	0	61	6	0	0	0	0	0	0	0	0	0	0	67
20:00	0	55	2	0	2	0	0	0	0	0	0	0	0	59
21:00	0	42	6	0	1	0	0	0	0	0	0	0	0	49
22:00	0	18	2	0	0	0	0	0	0	0	0	0	0	20
23:00	0	13	0	0	0	0	0	0	0	0	0	0	0	13
Day Total	1	1688	222	2	25	8	0	2	0	0	0	0	0	1948
Percent	0.1%	86.7%	11.4%	0.1%	1.3%	0.4%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	10:00	09:00	09:00	08:00	10:00	09:00								09:00
Vol.	1	151	29	1	3	2								183
PM Peak		12:00	13:00		12:00	12:00		15:00						12:00
Vol.		160	15		4	1		2						175

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Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/24/19	0	7	0	0	0	0	0	0	0	0	0	0	0	7
01:00	0	10	1	0	0	0	0	0	0	0	0	0	0	11
02:00	0	7	0	0	0	0	0	0	0	0	0	0	0	7
03:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
04:00	0	5	0	0	0	0	0	0	0	0	0	0	0	5
05:00	0	12	1	0	0	0	0	0	0	0	0	0	0	13
06:00	0	35	5	0	0	0	0	0	0	0	0	0	0	40
07:00	0	35	12	0	0	0	0	0	0	0	0	0	0	47
08:00	0	71	13	0	0	0	0	0	0	0	0	0	0	84
09:00	1	119	10	0	3	2	0	0	0	0	0	0	0	135
10:00	0	122	17	0	3	0	0	0	0	0	0	0	0	142
11:00	0	120	14	0	3	0	0	1	0	0	0	0	0	138
12 PM	0	161	12	0	1	0	0	0	0	0	0	0	0	174
13:00	1	172	17	0	2	0	0	1	0	0	0	0	0	193
14:00	8	125	11	0	2	0	0	0	0	0	0	0	0	146
15:00	2	101	9	0	0	0	0	0	0	0	0	0	0	112
16:00	0	95	5	0	1	0	0	0	0	0	0	0	0	101
17:00	1	78	7	0	1	0	0	0	0	0	0	0	0	87
18:00	0	72	5	0	0	0	0	0	0	0	0	0	0	77
19:00	0	78	4	0	1	0	0	0	0	0	0	0	0	83
20:00	0	29	5	0	0	0	0	0	0	0	0	0	0	34
21:00	0	20	1	0	1	0	0	0	0	0	0	0	0	22
22:00	0	9	0	0	0	0	0	0	0	0	0	0	0	9
23:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
Day Total	13	1489	149	0	18	2	0	2	0	0	0	0	0	1673
Percent	0.8%	89.0%	8.9%	0.0%	1.1%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	09:00	10:00	10:00		09:00	09:00		11:00						10:00
Vol.	1	122	17		3	2		1						142
PM Peak	14:00	13:00	13:00		13:00			13:00						13:00
Vol.	8	172	17		2			1						193

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Tri-State Traffic Data, Inc.
(610) 466-1469
TSTData.com

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12	Class 13	Total
03/25/19	0	4	0	0	0	0	0	0	0	0	0	0	0	4
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	2	1	0	0	0	0	0	0	0	0	0	0	3
03:00	0	10	1	0	0	0	0	0	0	0	0	0	0	11
04:00	0	32	7	0	0	0	0	0	0	0	0	0	0	39
05:00	0	74	11	0	1	0	0	0	0	0	0	0	0	86
06:00	0	174	31	1	1	0	0	0	0	0	0	0	0	207
07:00	0	243	29	2	5	0	0	2	0	0	0	0	0	281
08:00	0	109	14	0	0	1	0	1	0	0	0	0	0	125
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Day Total	0	650	94	3	7	1	0	3	0	0	0	0	0	758
Percent	0.0%	85.8%	12.4%	0.4%	0.9%	0.1%	0.0%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	06:00	07:00	07:00	08:00		07:00						07:00
Vol.		243	31	2	5	1		2						281
PM Peak Vol.														
Grand Total	20	11832	1682	49	220	19	0	18	3	0	0	0	0	13843
Percent	0.1%	85.5%	12.2%	0.4%	1.6%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Tri-State Traffic Data, Inc.
(610) 466-1469
TSTData.com

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/18/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	0	0	0	9	21	5	14	19	34	16	4	0	0	0	0	122
13:00	0	0	0	0	0	0	10	33	45	14	1	1	0	0	0	104
14:00	0	0	0	0	0	2	18	44	52	21	1	1	0	0	0	139
15:00	0	0	0	0	0	3	10	70	75	32	9	0	1	0	0	200
16:00	0	0	0	0	0	3	18	81	107	37	3	0	0	0	0	249
17:00	0	0	0	0	0	1	19	85	125	46	6	1	0	0	0	283
18:00	0	0	0	0	0	1	15	67	91	41	6	1	0	0	0	222
19:00	0	0	0	0	0	0	18	52	59	24	2	1	0	0	0	156
20:00	0	0	0	0	0	2	10	30	36	15	1	1	0	0	0	95
21:00	0	0	0	0	0	2	4	30	26	12	2	0	0	0	0	76
22:00	0	0	0	0	0	0	1	9	16	5	4	0	0	0	0	35
23:00	0	0	0	0	0	0	0	8	8	5	3	0	0	0	0	24
Total	0	0	0	9	21	19	137	528	674	268	42	6	1	0	0	1705

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/19/19	0	0	0	0	0	0	3	6	4	5	2	0	0	1	0	21
01:00	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
02:00	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	1	1	1	0	1	0	0	0	0	4
05:00	0	0	0	0	0	1	2	0	2	0	0	0	0	0	0	5
06:00	0	0	0	0	0	0	4	8	8	4	1	1	0	0	0	26
07:00	0	0	0	0	0	1	5	14	14	10	2	0	0	0	0	46
08:00	0	0	0	0	2	0	8	21	22	6	0	0	0	0	0	59
09:00	0	0	0	0	1	4	13	22	19	11	1	0	0	0	0	71
10:00	0	0	0	0	0	3	13	40	24	9	0	1	0	0	0	90
11:00	0	0	0	0	0	3	12	30	28	11	0	0	0	0	0	84
12 PM	0	0	1	0	0	2	15	31	40	17	3	0	0	0	0	109
13:00	0	0	0	0	0	0	18	29	33	17	2	1	0	0	0	100
14:00	0	0	0	0	0	4	17	52	39	20	2	0	0	0	0	134
15:00	0	0	0	0	0	4	20	60	95	31	4	0	0	0	0	214
16:00	0	0	0	0	0	0	13	63	92	44	3	0	0	0	0	215
17:00	0	0	1	5	0	2	26	59	124	38	8	0	0	0	0	263
18:00	0	0	0	0	0	1	15	65	79	34	3	0	0	0	0	197
19:00	0	0	0	0	0	1	19	60	59	20	3	0	0	0	0	162
20:00	0	0	0	0	0	3	10	29	41	17	5	2	0	0	1	108
21:00	0	0	0	0	0	2	10	27	33	11	4	0	1	0	0	88
22:00	0	0	0	0	0	0	2	11	16	8	2	1	0	1	0	41
23:00	0	0	0	0	0	1	0	8	4	7	4	2	0	0	0	26
Total	0	0	2	5	3	32	226	638	780	322	50	8	1	2	1	2070

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/20/19	0	0	0	0	0	0	0	3	7	1	1	1	0	0	0	13
01:00	0	0	0	0	0	0	0	2	1	1	1	1	0	0	0	6
02:00	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	3
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
05:00	0	0	0	0	1	1	0	0	0	3	0	0	0	0	0	5
06:00	0	0	0	0	0	3	3	8	3	5	1	0	0	0	0	23
07:00	0	0	0	0	1	4	7	17	7	5	6	0	0	0	0	47
08:00	0	0	0	0	0	0	13	21	23	13	4	0	0	0	0	74
09:00	0	0	0	0	0	1	9	27	22	7	2	0	0	1	0	69
10:00	0	0	0	0	0	8	8	38	32	9	1	1	0	0	0	97
11:00	0	0	0	0	0	1	12	35	37	11	0	0	0	0	0	96
12 PM	0	0	0	0	1	0	8	25	39	15	6	1	0	0	0	95
13:00	0	1	0	0	0	0	8	35	33	27	4	0	0	0	0	108
14:00	0	0	0	0	19	5	10	38	46	29	3	1	0	0	0	151
15:00	0	0	0	0	3	1	7	60	77	40	9	0	0	0	0	197
16:00	0	0	0	0	0	1	9	66	101	41	11	1	0	0	0	230
17:00	0	0	0	0	0	1	18	64	125	38	4	1	0	0	0	251
18:00	0	0	0	0	0	1	11	62	97	41	11	0	0	0	0	223
19:00	0	0	0	0	0	0	12	61	45	24	8	0	0	0	0	150
20:00	0	0	0	0	0	1	7	46	40	15	4	0	0	0	0	113
21:00	0	0	0	0	0	0	12	33	34	13	6	1	0	0	0	99
22:00	0	0	0	0	0	0	2	21	19	9	8	1	0	0	0	60
23:00	0	0	0	0	0	0	0	4	11	10	2	1	0	0	0	28
Total	0	1	0	0	25	28	157	671	799	359	92	10	0	1	0	2143

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/21/19	0	0	0	0	0	0	3	4	4	4	1	0	0	0	0	16
01:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
04:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
05:00	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
06:00	0	0	0	0	0	1	4	9	2	3	1	0	0	0	0	20
07:00	0	0	0	0	0	1	14	16	10	6	2	0	0	0	0	49
08:00	0	0	0	0	0	0	9	29	22	8	0	1	0	0	0	69
09:00	0	0	0	0	0	5	9	31	18	5	0	0	0	0	0	68
10:00	0	0	0	0	0	4	12	25	25	7	3	0	0	0	0	76
11:00	0	0	0	8	36	13	19	23	27	10	1	0	0	0	0	137
12 PM	0	0	0	0	0	2	15	31	32	12	1	0	0	0	0	93
13:00	0	0	0	0	0	1	13	51	31	11	0	0	0	0	0	107
14:00	0	0	0	2	2	2	19	37	50	9	2	0	0	0	0	123
15:00	0	0	0	0	0	6	14	65	72	27	5	0	0	0	0	189
16:00	0	0	0	0	0	1	11	67	99	30	6	0	0	0	0	214
17:00	0	0	0	0	0	1	15	78	103	33	7	0	0	0	0	237
18:00	0	0	0	0	1	5	24	62	78	32	5	2	1	0	0	210
19:00	0	0	0	0	0	1	15	46	49	18	2	1	0	0	0	132
20:00	0	0	0	0	0	2	12	42	35	18	6	1	0	0	0	116
21:00	0	0	0	0	0	0	11	24	20	14	4	1	0	0	0	74
22:00	0	0	0	0	0	0	7	23	26	8	3	0	0	0	0	67
23:00	0	0	0	0	0	0	2	12	6	8	3	0	0	0	0	31
Total	0	0	0	10	39	45	230	679	711	265	52	6	1	0	0	2038

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/22/19	0	0	0	0	0	0	6	2	9	2	0	0	0	0	0	19
01:00	0	0	0	0	0	1	1	1	2	1	0	0	0	0	0	6
02:00	0	0	0	0	0	0	0	2	1	1	0	0	0	0	0	4
03:00	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
05:00	0	0	0	0	0	1	2	2	0	1	0	0	0	0	0	6
06:00	0	0	0	0	1	1	4	11	4	2	0	0	0	0	0	23
07:00	0	0	0	0	0	0	7	19	13	6	0	0	0	0	0	45
08:00	0	0	0	0	0	1	12	27	24	7	1	0	0	0	0	72
09:00	0	0	0	0	1	6	15	19	29	7	1	0	0	0	0	78
10:00	0	0	0	0	0	3	16	31	27	7	1	0	0	0	0	85
11:00	0	1	2	1	1	5	10	29	33	9	3	0	0	0	0	94
12 PM	0	0	0	0	1	4	13	34	45	15	1	0	1	0	0	114
13:00	0	0	0	0	0	9	11	51	29	4	2	0	0	0	0	106
14:00	0	0	0	0	0	4	27	43	49	23	6	0	0	0	0	152
15:00	0	0	0	0	0	4	19	61	75	33	9	0	1	0	0	202
16:00	0	0	0	0	0	3	16	69	108	53	13	0	0	0	0	262
17:00	0	0	0	0	0	5	20	86	109	36	6	0	1	0	0	263
18:00	0	0	0	0	0	8	20	80	91	22	2	1	0	0	0	224
19:00	0	0	0	0	0	1	14	56	48	12	6	0	0	0	0	137
20:00	0	0	0	0	0	3	16	28	28	13	6	1	0	0	0	95
21:00	0	0	0	0	0	0	19	25	25	8	4	0	0	0	0	81
22:00	0	0	0	0	0	1	10	24	31	9	0	0	0	0	0	75
23:00	0	0	0	0	0	1	3	19	15	8	5	0	0	0	0	51
Total	0	1	2	1	4	62	261	719	797	279	66	2	3	0	0	2197

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/23/19	0	0	0	0	0	0	2	10	7	7	1	1	0	0	0	28
01:00	0	0	0	0	0	0	1	2	0	4	1	0	0	0	0	8
02:00	0	0	0	0	0	0	1	0	4	0	0	0	0	0	0	5
03:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	2	0	1	1	0	0	0	0	0	4
05:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
06:00	0	0	0	0	0	1	1	2	3	0	0	0	0	0	0	7
07:00	0	0	0	0	0	2	4	6	6	2	1	0	0	0	0	21
08:00	0	0	0	0	0	0	3	19	23	10	1	0	0	0	0	56
09:00	0	0	0	0	0	0	13	37	28	18	1	1	0	0	0	98
10:00	0	0	0	0	1	6	15	42	38	13	4	0	0	0	0	119
11:00	0	0	0	0	8	29	20	45	57	26	3	0	0	0	0	188
12 PM	0	0	0	0	9	11	15	59	50	28	4	1	0	0	0	177
13:00	0	0	0	0	0	4	21	44	53	19	5	0	0	0	0	146
14:00	0	0	0	0	0	0	12	26	59	24	4	0	1	0	0	126
15:00	0	0	0	0	0	1	6	40	52	26	5	1	0	0	0	131
16:00	0	0	0	0	1	3	10	35	52	30	2	0	1	0	0	134
17:00	0	0	0	0	1	2	6	41	61	26	5	2	0	0	0	144
18:00	0	0	0	0	0	1	12	43	32	21	5	2	0	0	0	116
19:00	0	0	0	0	0	2	7	34	30	17	3	2	0	0	0	95
20:00	0	0	0	0	1	5	18	19	31	10	1	0	0	0	0	85
21:00	0	0	0	0	0	0	4	24	26	10	2	0	0	0	0	66
22:00	0	0	0	0	0	0	5	27	16	9	1	1	0	0	0	59
23:00	0	0	0	0	0	1	5	13	15	7	4	2	0	0	0	47
Total	0	0	0	0	21	68	184	568	645	309	53	13	2	0	0	1863

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/24/19	0	0	0	0	0	0	2	6	13	7	4	2	0	0	0	34
01:00	0	0	0	0	0	3	5	7	8	4	2	0	0	0	0	29
02:00	0	0	0	0	0	0	0	2	3	1	1	0	0	0	0	7
03:00	0	0	0	0	0	0	1	3	2	1	0	0	0	0	0	7
04:00	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	3
05:00	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
06:00	0	0	0	0	0	1	0	2	0	2	0	0	0	0	0	5
07:00	0	0	0	0	0	0	6	6	7	3	1	0	0	0	0	23
08:00	0	0	0	0	0	1	3	6	9	11	2	0	0	0	0	32
09:00	0	0	0	0	0	1	7	18	22	16	1	0	0	0	0	65
10:00	0	0	0	2	2	13	27	43	27	10	3	0	1	0	0	128
11:00	0	0	0	1	5	11	21	63	51	13	1	0	0	0	0	166
12 PM	0	0	0	0	0	9	26	55	54	19	5	1	0	0	0	169
13:00	0	0	0	0	0	2	22	56	51	18	2	0	1	0	0	152
14:00	0	0	0	0	0	0	14	45	48	16	4	0	3	0	0	130
15:00	0	0	0	0	0	1	14	38	45	27	10	1	0	0	0	136
16:00	0	0	0	0	0	6	10	39	45	21	6	0	0	0	0	127
17:00	0	0	0	0	1	0	6	24	38	18	2	1	1	0	0	91
18:00	0	0	0	1	0	2	4	29	37	13	6	1	0	0	0	93
19:00	0	0	0	0	0	2	3	32	27	15	3	0	0	0	0	82
20:00	0	0	0	0	0	0	6	28	27	7	0	1	0	0	0	69
21:00	0	0	0	0	0	0	2	10	17	12	2	0	0	0	0	43
22:00	0	0	0	0	0	1	1	2	11	7	0	1	0	0	0	23
23:00	0	0	0	0	0	0	6	3	5	1	0	0	0	0	0	15
Total	0	0	0	4	8	53	188	518	550	242	55	8	6	0	0	1632

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Tri-State Traffic Data, Inc.
(610) 466-1469
TSTData.com

Site Code: 2026
Station ID:
41.34096N
-73.84128W

NB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/25/19	0	0	0	0	0	0	2	2	6	3	1	0	0	0	0	14
01:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	3
03:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
05:00	0	0	0	0	0	1	1	0	3	1	0	0	0	0	0	6
06:00	0	0	0	0	1	4	5	18	27	4	3	0	0	0	0	67
07:00	0	0	0	0	1	9	6	11	5	1	0	0	0	0	0	28
08:00	0	0	0	0	1	4	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	0	0	2	15	19	43	54	10	5	1	0	0	0	149
Grand Total	0	2	4	29	123	322	1402	4364	5010	2054	415	54	14	3	1	13797

Stats

15th Percentile :	35 MPH
50th Percentile :	40 MPH
85th Percentile :	46 MPH
95th Percentile :	49 MPH
Mean Speed(Average) :	41 MPH
10 MPH Pace Speed :	36-45 MPH
Number in Pace :	9374
Percent in Pace :	67.9%
Number of Vehicles > 40 MPH :	7551
Percent of Vehicles > 40 MPH :	54.7%

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/18/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	0	0	0	0	0	2	13	42	41	14	6	0	0	0	0	118
13:00	0	0	0	0	1	0	5	36	43	23	5	1	0	0	0	114
14:00	0	0	0	0	0	1	6	30	57	19	2	0	0	1	0	116
15:00	0	0	0	0	0	1	12	33	61	23	6	0	0	0	0	136
16:00	0	0	0	0	0	0	1	26	67	37	1	0	0	0	0	132
17:00	0	0	0	0	1	1	3	15	36	28	3	2	0	0	0	89
18:00	0	0	0	0	0	0	5	17	22	16	4	2	0	0	0	66
19:00	0	0	0	0	0	0	5	25	22	7	3	0	0	0	0	62
20:00	0	0	0	0	0	1	1	11	7	7	2	1	0	0	0	30
21:00	0	0	0	0	0	0	1	5	10	4	3	1	0	0	0	24
22:00	0	0	0	0	0	0	1	5	4	1	2	0	0	0	0	13
23:00	0	0	0	0	0	1	1	4	1	1	0	0	0	0	0	8
Total	0	0	0	0	2	7	54	249	371	180	37	7	0	1	0	908

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/19/19	0	0	0	0	0	0	0	1	2	1	1	0	0	0	0	5
01:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
03:00	0	0	0	0	0	0	0	2	6	2	0	0	0	0	0	10
04:00	0	0	0	0	0	0	1	4	14	10	8	2	0	0	0	39
05:00	0	0	0	0	0	0	4	12	42	22	10	0	1	0	0	91
06:00	0	0	0	0	0	0	8	39	113	44	5	1	0	0	0	210
07:00	0	0	0	0	0	0	8	64	115	62	12	0	0	0	0	261
08:00	0	0	0	0	0	6	7	45	126	48	4	0	0	0	0	236
09:00	0	0	0	0	0	0	5	31	81	38	9	0	0	0	0	164
10:00	0	0	0	0	0	2	8	30	57	19	0	0	0	0	0	116
11:00	0	0	0	0	0	1	3	16	47	23	4	0	0	0	0	94
12 PM	0	0	0	0	2	2	5	22	42	23	1	1	0	0	0	98
13:00	0	0	0	0	0	4	8	22	29	17	3	0	0	0	0	83
14:00	0	0	0	0	0	2	11	24	34	16	3	0	0	0	0	90
15:00	0	0	0	0	1	2	9	19	45	31	6	1	0	0	0	114
16:00	0	0	0	0	0	0	7	33	53	19	7	0	2	0	0	121
17:00	0	0	0	0	0	0	3	17	43	24	6	1	0	0	0	94
18:00	0	0	0	0	0	1	3	30	38	18	7	0	0	0	0	97
19:00	0	0	0	0	0	2	5	15	29	9	0	0	0	0	0	60
20:00	0	0	0	0	0	0	4	13	11	2	0	1	0	0	0	31
21:00	0	0	0	0	0	1	2	18	6	4	2	0	0	0	0	33
22:00	0	0	0	0	0	0	1	2	1	3	1	0	0	0	0	8
23:00	0	0	0	0	0	0	1	2	0	1	0	0	0	0	0	4
Total	0	0	0	0	3	23	103	462	937	437	89	7	3	0	0	2064

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/20/19	0	0	0	0	0	0	0	1	0	4	0	0	0	0	0	5
01:00	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	3
03:00	0	0	0	0	0	0	0	1	3	3	0	0	0	0	0	7
04:00	0	0	0	0	0	1	2	5	10	12	6	2	2	0	0	40
05:00	0	0	0	0	0	0	6	16	39	23	7	0	0	0	0	91
06:00	0	0	0	0	0	0	10	38	103	50	15	0	1	0	0	217
07:00	0	0	0	0	0	5	16	51	132	60	9	1	0	0	0	274
08:00	0	0	0	0	0	6	12	66	122	44	5	0	0	0	0	255
09:00	0	0	0	0	0	0	6	43	89	24	6	1	0	0	0	169
10:00	0	0	0	0	0	0	2	27	59	18	3	0	0	0	0	109
11:00	0	0	0	0	0	0	2	26	58	20	0	0	0	0	0	106
12 PM	0	0	0	0	1	3	5	25	27	17	3	0	0	0	0	81
13:00	0	0	0	0	0	0	3	29	33	20	7	1	0	0	0	93
14:00	0	0	0	0	0	5	11	34	49	17	6	0	0	0	0	122
15:00	0	0	0	0	3	1	16	21	59	27	2	0	0	0	0	129
16:00	0	0	0	0	0	0	4	26	61	23	5	1	0	0	0	120
17:00	0	0	0	0	0	1	8	36	40	24	3	0	0	0	0	112
18:00	0	0	0	0	0	0	3	18	44	30	13	0	0	0	0	108
19:00	0	0	0	0	0	0	5	18	24	7	3	1	0	0	0	58
20:00	0	0	0	0	0	0	5	8	16	5	1	0	0	0	0	35
21:00	0	0	0	0	0	0	0	8	14	6	2	0	0	0	0	30
22:00	0	0	0	0	0	0	1	2	5	2	0	0	0	1	0	11
23:00	0	0	0	0	0	0	1	1	2	1	0	0	0	0	0	5
Total	0	0	0	0	4	22	118	500	990	440	97	7	3	1	0	2182

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/21/19	0	0	0	0	0	0	0	3	1	1	0	0	0	0	0	5
01:00	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	3
02:00	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
03:00	0	0	0	0	0	0	0	1	6	1	1	0	0	0	0	9
04:00	0	0	0	0	0	0	0	2	16	9	4	2	1	0	0	34
05:00	0	0	0	0	0	0	3	17	32	22	6	3	1	0	0	84
06:00	0	0	0	0	0	1	3	60	106	46	3	0	0	0	0	219
07:00	0	0	0	0	0	0	6	43	141	52	8	2	0	0	0	252
08:00	0	0	0	1	0	1	11	63	111	37	5	1	0	0	0	230
09:00	0	0	0	0	0	0	8	55	63	29	3	0	0	0	0	158
10:00	0	0	0	0	0	0	9	35	50	12	1	0	0	0	0	107
11:00	0	0	0	0	1	0	13	27	47	13	2	2	0	0	0	105
12 PM	0	0	0	0	0	5	32	45	45	10	1	0	0	0	0	138
13:00	0	0	0	0	0	0	2	26	51	18	6	2	0	0	0	105
14:00	0	0	0	0	0	1	13	29	28	19	4	0	0	0	0	94
15:00	0	0	0	0	0	0	6	30	36	28	5	0	0	0	0	105
16:00	0	0	0	0	0	0	3	30	53	22	2	1	0	0	0	111
17:00	0	0	0	0	0	1	1	20	48	33	1	0	0	0	0	104
18:00	0	0	0	0	1	2	4	18	31	25	3	1	0	0	0	85
19:00	0	0	0	0	0	1	6	22	21	10	1	0	0	0	0	61
20:00	0	0	0	0	0	0	1	10	16	5	1	0	0	0	0	33
21:00	0	0	0	0	0	1	5	11	8	2	1	0	0	0	0	28
22:00	0	0	0	1	0	0	2	2	6	1	1	1	0	0	0	14
23:00	0	0	0	0	0	0	2	1	0	1	0	0	0	0	0	4
Total	0	0	0	2	2	13	132	550	917	399	59	15	2	0	0	2091

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/22/19	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	1	4	1	0	0	0	0	0	0	6
04:00	0	0	0	0	0	0	1	5	13	14	4	1	0	0	0	38
05:00	0	0	0	0	0	2	3	20	34	21	3	1	0	0	0	84
06:00	0	0	0	0	0	1	9	59	106	23	3	0	0	0	0	201
07:00	0	0	0	0	0	0	4	56	122	64	8	0	1	0	0	255
08:00	0	0	0	0	0	1	8	85	112	53	6	0	0	0	0	265
09:00	0	0	0	0	0	1	6	45	76	30	4	0	0	0	0	162
10:00	0	0	0	0	0	0	6	31	50	16	2	0	0	0	0	105
11:00	0	0	0	2	3	3	6	32	40	15	5	0	0	0	0	106
12 PM	0	0	0	0	0	2	13	24	47	23	3	0	0	1	0	113
13:00	0	0	0	0	0	1	12	30	31	11	1	0	0	0	0	86
14:00	0	0	0	0	0	0	13	43	44	17	2	1	0	0	0	120
15:00	0	0	0	0	0	0	5	35	57	21	4	1	0	0	0	123
16:00	0	0	0	0	0	1	4	29	60	18	7	0	0	0	0	119
17:00	0	0	0	0	0	1	4	16	43	28	2	2	0	0	0	96
18:00	0	0	0	0	0	0	2	29	41	13	4	0	1	0	0	90
19:00	0	0	0	0	0	1	4	27	31	20	3	0	1	0	0	87
20:00	0	0	0	0	0	0	11	20	17	13	2	1	0	0	0	64
21:00	0	0	0	0	0	5	11	17	13	4	0	0	0	0	0	50
22:00	0	0	0	0	0	0	4	12	10	3	0	0	0	0	0	29
23:00	0	0	0	0	0	0	1	6	6	2	1	0	0	0	0	16
Total	0	0	0	2	3	19	128	625	957	410	64	7	3	1	0	2219

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/23/19	0	0	0	0	0	0	0	3	1	2	0	0	0	0	0	6
01:00	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
02:00	0	0	0	0	0	1	0	0	0	1	2	0	0	0	0	4
03:00	0	0	0	0	0	0	0	1	3	1	0	0	0	0	0	5
04:00	0	0	0	0	0	0	0	2	4	4	3	2	0	0	0	15
05:00	0	0	0	0	0	0	1	4	7	3	4	2	0	0	0	21
06:00	0	0	0	0	0	0	1	9	20	13	6	1	0	0	0	50
07:00	0	0	0	0	0	1	2	16	33	22	11	2	0	0	0	87
08:00	0	0	0	0	0	0	7	27	59	49	9	0	0	0	0	151
09:00	0	0	0	0	0	0	3	53	78	41	5	3	0	0	0	183
10:00	0	0	0	0	1	1	12	51	75	30	6	1	0	1	0	178
11:00	0	0	0	0	0	0	14	36	83	29	7	1	0	0	0	170
12 PM	0	0	0	0	0	0	21	47	68	32	5	2	0	0	0	175
13:00	0	0	0	0	4	2	14	46	57	19	4	0	0	0	0	146
14:00	0	0	0	0	0	1	13	45	52	19	5	1	0	0	0	136
15:00	0	0	0	0	0	0	0	31	35	25	5	0	0	0	0	96
16:00	0	0	0	0	0	0	4	30	55	18	2	0	0	0	0	109
17:00	0	0	0	0	0	1	6	26	49	24	3	0	0	0	0	109
18:00	0	0	0	0	0	2	10	21	37	22	4	0	0	0	0	96
19:00	0	0	0	0	0	0	3	22	30	11	1	0	0	0	0	67
20:00	0	0	0	0	0	1	11	22	19	6	0	0	0	0	0	59
21:00	0	0	0	0	0	0	4	10	20	12	3	0	0	0	0	49
22:00	0	0	0	0	0	0	1	7	9	2	1	0	0	0	0	20
23:00	0	0	0	0	0	0	2	6	3	1	1	0	0	0	0	13
Total	0	0	0	0	5	10	129	516	798	387	87	15	0	1	0	1948

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/24/19	0	0	0	0	0	0	0	4	2	0	1	0	0	0	0	7
01:00	0	0	0	0	0	0	1	4	4	2	0	0	0	0	0	11
02:00	0	0	0	0	0	0	1	2	3	1	0	0	0	0	0	7
03:00	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	3
04:00	0	0	0	0	0	0	0	0	4	0	0	0	1	0	0	5
05:00	0	0	0	0	0	0	2	3	6	0	1	1	0	0	0	13
06:00	0	0	0	0	0	0	2	10	12	12	4	0	0	0	0	40
07:00	0	0	0	0	0	0	1	9	19	12	4	2	0	0	0	47
08:00	0	0	0	0	0	0	2	13	41	24	4	0	0	0	0	84
09:00	0	0	0	1	3	0	5	23	73	22	8	0	0	0	0	135
10:00	0	0	0	1	0	3	16	30	66	20	4	2	0	0	0	142
11:00	0	0	0	0	1	5	11	30	54	29	7	1	0	0	0	138
12 PM	0	0	0	0	0	11	22	56	59	20	3	3	0	0	0	174
13:00	0	0	0	0	0	5	29	85	52	19	3	0	0	0	0	193
14:00	0	0	0	1	1	1	20	51	52	18	2	0	0	0	0	146
15:00	0	0	0	1	0	4	10	30	45	16	5	1	0	0	0	112
16:00	0	0	0	0	0	1	3	34	42	17	4	0	0	0	0	101
17:00	0	0	0	0	0	0	3	22	32	24	5	0	1	0	0	87
18:00	0	0	0	0	0	2	4	21	34	15	1	0	0	0	0	77
19:00	0	0	0	0	0	1	11	33	21	16	1	0	0	0	0	83
20:00	0	0	0	0	0	0	6	16	9	1	2	0	0	0	0	34
21:00	0	0	0	0	0	3	1	5	7	3	3	0	0	0	0	22
22:00	0	0	0	0	0	0	1	1	3	3	1	0	0	0	0	9
23:00	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
Total	0	0	0	4	5	36	152	484	643	274	63	10	2	0	0	1673

Tri-State Traffic Data, Inc.

(610) 466-1469
TSTData.com

Road Name: Mill St
Location: 450 ft N of Mill Pond Rd
Counter: JDF
A - B Direction: NB

Site Code: 2026
Station ID:
41.34096N
-73.84128W

SB

Start Time	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	Total
03/25/19	0	0	0	0	0	2	0	1	0	1	0	0	0	0	0	4
01:00	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
03:00	0	0	0	0	0	0	1	1	7	1	1	0	0	0	0	11
04:00	0	0	0	0	0	0	1	5	13	12	5	2	1	0	0	39
05:00	0	0	0	0	0	0	5	9	29	30	11	2	0	0	0	86
06:00	0	0	0	0	0	1	1	38	104	50	11	2	0	0	0	207
07:00	0	0	0	0	0	0	9	54	135	73	8	2	0	0	0	281
08:00	0	0	0	1	1	3	9	20	62	27	1	1	0	0	0	125
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	0	1	1	6	26	129	351	197	37	9	1	0	0	758
Grand Total	0	0	0	9	25	136	842	3515	5964	2724	533	77	14	4	0	13843

Stats

15th Percentile :	36 MPH
50th Percentile :	42 MPH
85th Percentile :	47 MPH
95th Percentile :	49 MPH
Mean Speed(Average) :	42 MPH
10 MPH Pace Speed :	36-45 MPH
Number in Pace :	9479
Percent in Pace :	68.5%
Number of Vehicles > 40 MPH :	9316
Percent of Vehicles > 40 MPH :	67.3%

Map by Putnam County Department of IT/GIS
Prepared by: AMO Scale Date: Jun 2014
www.putnamcountyny.gov

ROBERT S. LEO

Map by Putnam County Department of ITGIS
Prepared by: AAG Scale: Date: Jan 2014
www.putnamcountyny.gov

RESPONSE TO REQUEST THAT

THE PUTNAM COUNTY LEGISLATURE

SERVE AS LEAD AGENCY FOR

Mill Street Culvert Rehabilitation

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

The above named agency hereby: (Please check one)

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

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

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

( ) TAKES NO POSITION on lead agency designation.

Date _____

Signature: _____

Printed: _____

Agency: _____

PLEASE RETURN TO: Barbara Barosa, AICP, Senior Planner
Putnam County Department of Planning, Development & Public Transportation
2 Route 164
Patterson, NY 12563
Barara.barosa@putnamcountyny.gov

PUTNAM COUNTY LEGISLATURE
(Lead Agency)

LIST OF INVOLVED/ INTERESTED AGENCIES:

Town of Putnam Valley 265 Oscawana Lake road Putnam Valley, NY 10579	
New York State Department of Environmental Conservation. Attn: Commissioner 625 Broadway Albany, NY 12233	New York State Department of Environmental Conservation. Attn: Regional Director 21 South Putt Corners New Paltz, NY 12561

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

The Putnam County Legislature is considering the approval of a culvert rehabilitation project in the Town of Putnam Valley referred to as:

Mill Street Culvert Rehabilitation

(See attached EAF for description of action)

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

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

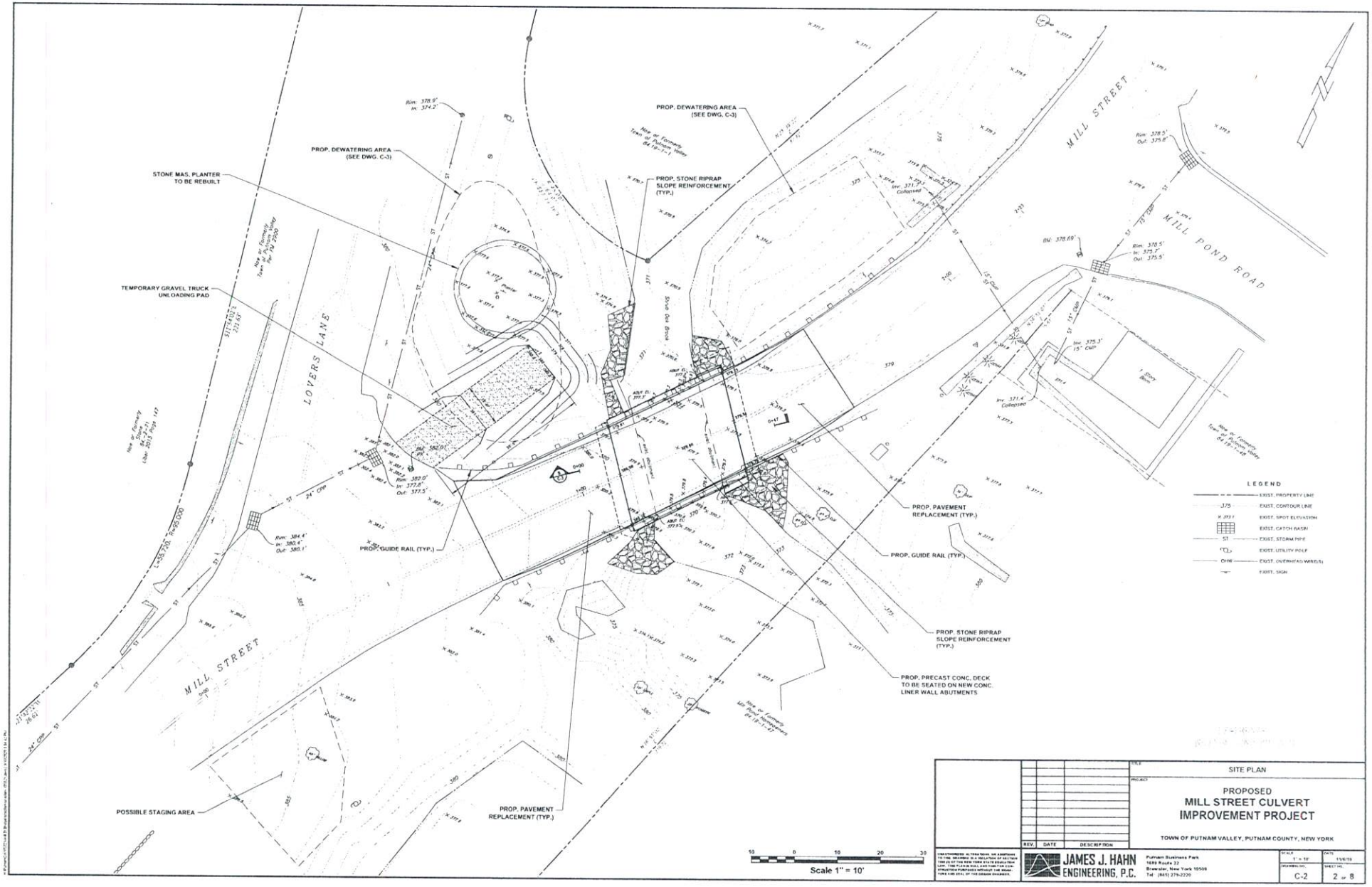
This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Full Environmental Assessment Form (EAF) – Parts 1 and 2, and site plan and supporting documentation are enclosed.

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

Barbara Barosa, AICP, Senior Planner
Putnam County Department of Planning, Development & Public Transportation
2 Route 164
Patterson, NY 12563
Barbara.barosa@putnamcountyny.gov
845-878-3480

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



SITE PLAN

PROPOSED
MILL STREET CULVERT IMPROVEMENT PROJECT

TOWN OF PUTNAM VALLEY, PUTNAM COUNTY, NEW YORK

REV.	DATE	DESCRIPTION

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IN A VIOLATION OF SECTION 7209 (2) OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS NOT, AND SHALL NOT BE CONSTRUCTION PURPOSES WITHOUT THE ARCHITECT'S AND SEAL OF THE DESIGN ENGINEER.

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

SCALE	DATE
1" = 10'	11/6/19
DRAWING NO. C-2	SHEET NO. 2 of 8

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Mill Street Culvert		
Project Location (describe, and attach a general location map): Mill Street and Lovers Lane		
Brief Description of Proposed Action (include purpose or need): The existing culvert along Mill Street (Putnam Rte 23) crossing Shrub Oak Brook (a Class C stream) is deteriorating and requires rehabilitation. The proposed work includes remove existing culvert deck, pour new concrete culvert abutments behind the existing abutments, and set a new precast concrete culvert deck on the new abutments. Ancillary work includes asphalt pavement, overhead utility relocation, guide rails, and stream stabilization (rip-rap). The clear span of the existing culvert is 16.7 feet and 21.3 feet wide with approximately 6.5 feet between the bottom of the deck and the stream channel bed. The proposed design will construct new abutments behind the existing abutments. The existing abutments will remain in place during and after construction thereby mitigating disturbance to the watercourse. The new culvert deck will be thinner increasing the height between the bottom of the deck and the channel bed to 7.5 feet. Flow through the culvert will not be changed by the construction. The road will be closed throughout the duration of construction. Refer to the detour information.		
Name of Applicant/Sponsor: Joe Bellucci, Putnam County Dept of Highways	Telephone: 845-878-6331 E-Mail: putnamhighway@putnamcountyny.gov	
Address: 842 Fair Street		
City/PO: Carmel	State: NY	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role): James J. Hahn, PE, Consulting Engineer	Telephone: 845-279-2220 E-Mail: jhahn@hahn-eng.com	
Address: 1689 Route 22		
City/PO: Brewster	State: NY	Zip Code: 10509
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☐No		
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☐Yes☐No		
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYSDEC General Permit	1/31/20
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☑No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No

If Yes, identify the plan(s):

_____

_____

_____

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

_____

_____

_____

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
County Road in the Town of Putnam Valley's Rural Residential (RR) District.

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

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

C.4. Existing community services.

a. In what school district is the project site located? Putnam Valley CSD

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

c. Which fire protection and emergency medical services serve the project site?
Putnam Valley Volunteer Fire Department & Putnam Valley Volunteer Ambulance Corps

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Highway

b. a. Total acreage of the site of the proposed action? 0.2 acres
b. Total acreage to be physically disturbed? 0.2 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 8.6 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 2.5 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures 1 Culvert

ii. Dimensions (in feet) of largest proposed structure: 1.5 height; 26 width; and 27 length

iii. Approximate extent of building space to be heated or cooled: 0 square feet

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

If Yes,

i. Purpose of the impoundment:

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

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

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

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

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

D.2. Project Operations

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

If Yes:

i. What is the purpose of the excavation or dredging? Excavation to construct culvert abutments

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

- Volume (specify tons or cubic yards): 65 +/- CY
- Over what duration of time? 1 month

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

In-situ soils will be excavated and disposed of on-site and stabilized or trucked off-site.

iv. Will there be onsite dewatering or processing of excavated materials? ☑Yes ☐No

If yes, describe. Dewatering will be required during excavation.

v. What is the total area to be dredged or excavated? <0.1 acres

vi. What is the maximum area to be worked at any one time? <0.1 acres

vii. What would be the maximum depth of excavation or dredging? approx. 12 feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan:

Area shall be restored to existing conditions using topsoil, seed, and erosion control blankets.

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

If Yes:

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

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Construction will be performed adjacent to Shrub Oak Brook. No alterations or modifications to the stream are proposed. The existing abutments will remain in place. New abutments, to support the new precast deck, will be constructed behind the existing abutments. Dewatering basins will be placed adjacent to the stream and discharge into the stream. A temporary turbidity curtain will be placed across the stream as a precaution.

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance: _____
Upon completion all disturbed areas adjacent to the stream shall be restored to existing conditions.

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

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

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

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

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

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

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

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

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

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

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:

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

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

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

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

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

_____

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

If Yes:

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

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

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

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

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

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

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

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

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

i. During Construction:

- Monday - Friday: Road Closed
- Saturday: Road Closed
- Sunday: Road Closed
- Holidays: Road Closed

ii. During Operations:

- Monday - Friday: Road Always Open
- Saturday: Road Always Open
- Sunday: Road Always Open
- Holidays: Road Always Open

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

If yes:

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

During normal construction hours (M-F, 7:30 am - 4:00 pm) the use of construction equipment (excavators, concrete trucks, crane) will be required.

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

Describe: _____

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

If yes:

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

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: 50 +/- tons per 1 week (unit of time)
- Operation : 0 tons per day (unit of time)

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

- Construction: Some existing steel may be able to be recycled by the contractor.
- Operation: N/A

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

- Construction: Material will be collected in trucks and removed from the site.
- Operation: N/A

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☐ Agriculture ☑ Aquatic ☑ Other (specify): Highway/roadway

ii. If mix of uses, generally describe:

The project area consists of roadway. Adjacent areas include rural residential with forested areas. Shrub Oak Brook is a Class C stream.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.1	0.1	0.0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Roadside	0.1	0.1	0.0

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

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

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6 feet

b. Are there bedrock outcroppings on the project site? ☑Yes ☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? <1% %

c. Predominant soil type(s) present on project site: Leicester Loam (LcB) 100 %
_____ %
_____ %

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

e. Drainage status of project site soils: ☑ Well Drained: 70 % of site
☐ Moderately Well Drained: % of site
☑ Poorly Drained 30 % of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 50 % of site
☑ 10-15%: 10 % of site
☑ 15% or greater: 40 % of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

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

- Streams: Name 864-616 Shrub Oak Brook Classification C(TS)
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

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

White Tailed Deer	Black-Capped Chickadee	
Grey Squirrel	Bullfrog	
Chipmunk	American Toad	

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Taconic Parkway & Donald J. Trump State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway & State Park, respectively

iii. Distance between project and resource: 1.4 & 1.6 miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

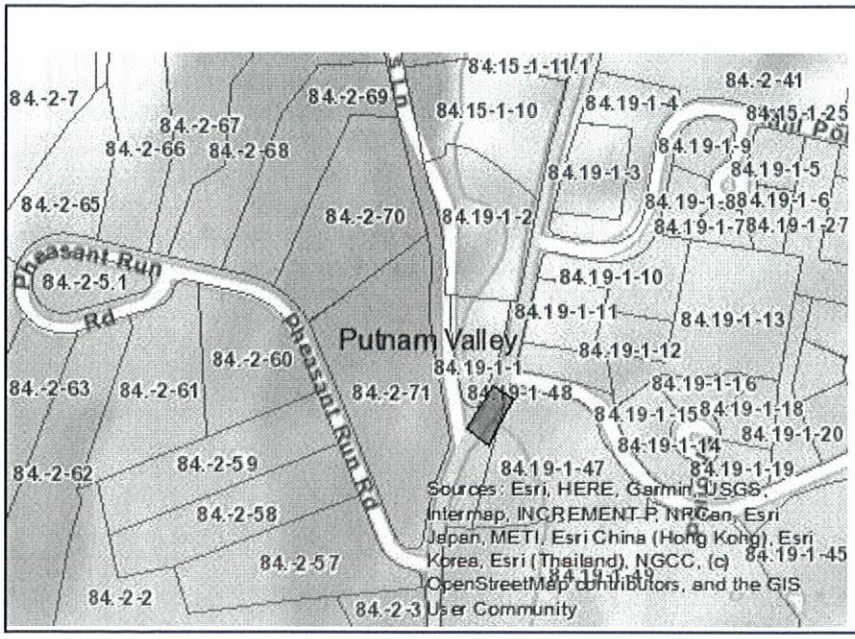
Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

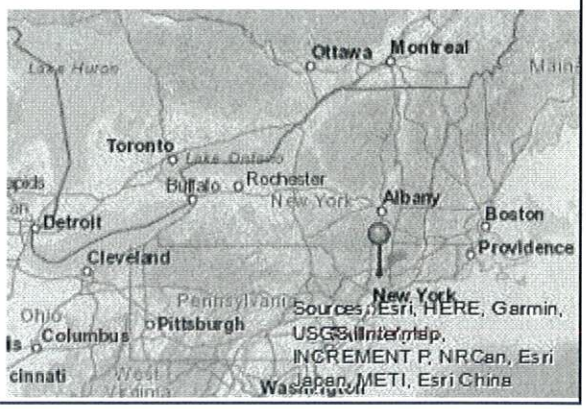
PRINT FORM

EAF Mapper Summary Report

Wednesday, February 19, 2020 2:24 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	864-616
E.2.h.iv [Surface Water Features - Stream Classification]	C(TS)
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes

E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

RECEIVED 2/12/2020

Susanna DiMattia

From:	Mackey, Carrie (DEC) <Carrie.Mackey@dec.ny.gov>
Sent:	Wednesday, February 12, 2020 9:02 AM
To:	PutnamHighway
Cc:	dec.sm.DEP.R3; Bissinger, Jennett A (DEC); JIM@HAHN-ENG.COM; Fisher, Joshua M (DEC); showard@putnamvalley.com
Subject:	3-3728-00230/00001 /00002 /00003 (SD, WQ, EF) GP-3-18-001 - MILL STREET CULVERT - PUTNAM VALLEY - PUTNAM COUNTY
Attachments:	3-3728-00230_00001 _00002 _00003 (SD, WQ, EF) GP-3-18-001 - MILL STREET CULVERT - PUTNAM VALLEY - PUTNAM COUNTY.pdf

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3-3728-00230/00001 /00002 /00003 (SD, WQ, EF) GP-3-18-001 - MILL STREET CULVERT - PUTNAM VALLEY - PUTNAM COUNTY

Original hard copy is in the mail. ECC is for your records.

Carrie Mackey
Program Aide, Division of Environmental Permits

New York State Department of Environmental Conservation
21 South Putt Corners Road, New Paltz, NY 12561
P: (845) 256-3040 | F: (845) 256-4659 | carrie.mackey@dec.ny.gov
www.dec.ny.gov |

PERMIT
Under the Environmental Conservation Law (ECL)

GENERAL PERMIT GP-3-18-001
Region 3 Municipal & County General Permit

Permittee and Facility Information

Permit Issued To:
Putnam County Dept Hwys
842 Fair St.
Carmel, NY 10512
John Tully, Deputy Comm.
Putnamhighway@putnamcountyny.gov

Facility:
Mill Street Culvert
Mill St. + Lovers Ln
Shrub Oak Brook
Town: Putnam Valley County: Putnam
41°20' 18.7" 73°50'31.8"
NYS DEC ID # 3-3728-00230/00001-3

Applicable DEC Region(s): 3

General Permit Authorized Activity: This General Permit authorizes municipalities (Towns, Villages and Cities) and counties located in New York State within Region 3 of the New York State Department of Environmental Conservation to conduct the following activities:

1. Bank and channel stabilization activities for transportation related construction activities.
   Authorized activities include:
   a. Repair, restoration and maintenance of highway embankments and shoulders adjacent to waterways and lakes with riprap, stone fill, timber cribbing, retaining walls, stacked rock, head walls or other appropriate stabilization technique.
   b. Such work may include the stabilization of up to 200 linear feet of eroded stream banks where the bank is actively eroding and threatening the integrity of the public infrastructure and public safety.
   c. The total length must be measured cumulatively when a project has several individual areas in a single wetland or stream bank.

2. Culvert and Bridge replacement and rehabilitation.
   Authorized activities include:
   a. Replacement of bridges on the same site.
   b. Replacement of culverts with new structures on the same site, excluding multiple culverts.
   c. Rehabilitation of bridge elements (deck, sidewalk, girders, piers, footings, abutments, wingwalls).
   d. Rehabilitation of culverts (not including slip lining).
   e. Construction of temporary shoring piling, piers, pads, braces, and form work.
   f. Removal of abandoned bridges.

3. Rehabilitation and repair of existing transportation facilities in similar configuration, alignment and dimension, excluding culvert and bridge replacement/rehabilitation.
   Authorized activities include:
   a. Highway and shoulder work including pavement and guiderails, traffic signs and signals;
   b. Drainage swales and equalization culverts not carrying streams, including end sections, aprons, fencing and headwalls;

4. Survey and Exploratory activities for roadway related construction activities.
   Authorized activities include:
   a. Drilling of test wells or bore holes, excavation of test pits, core sampling, soil sampling and other similar exploratory type activities associated with a public infrastructure project;
   b. Temporary equipment access for structural inspections;
   c. Installation of staff gauges;

5. Debris and Gravel Removal.
   Authorized activities include:
   a. Cutting and removal of fallen trees and other debris which obstruct normal water flow;
   b. Removal of up to 100 linear feet of gravel accumulations associated with an existing structure.

Permit Authorizations

Freshwater Wetlands - Under Article 24
Effective Date: 02/08/2018 Expiration Date: 02/07/2023
Stream Disturbance - Under Article 15, Title 5
Effective Date: 02/08/2018 Expiration Date: 02/07/2023
Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Effective Date: 02/08/2018 Expiration Date: 02/07/2023
Water Quality Certification - Under Section 401 - Clean Water Act
Effective Date: 02/08/2018 Expiration Date: 02/07/2023

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

General Permit Authorized by
Permit Administrator: JOHN W PETRONELLA , Regional Permit Administrator
Address: NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY 12561

Authorized Signature: _____ Date: 02/08/2018

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
General Permit Number GP-3-18-001

This permit is not effective without the signature below:

Validation under this General Permit
Authorized By: Josh Fisher
NYS DEC Bureau of Ecosystem Health
21 S Putt Corners Rd
New Paltz NY 12561
(845) 256-3054 DEP.R3@dec.ny.gov

Authorized Signature: _____ Date 1/31/2020

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS ① In water work prohibited Oct 1 thru Apr 30 of the following year

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS ② work during low flow

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS; STREAM DISTURBANCE; FRESHWATER WETLANDS

1. **Request For Authorization** Prior to the use of this General Permit for a project, the Applicant must submit a Joint Application Form with the required attachments to the Regional Permit Administrator. Upon review of the project, NYSDEC will determine if the project can be authorized under this General Permit. No work is authorized until the Permittee receives the signed General Permit from NYSDEC. NYSDEC may add specific additional requirements or plan notes to the Project Authorization.

NYSDEC retains the right to exclude a proposed activity from authorization under this General Permit, and to require the Applicant to obtain an individual permit.

2. **Previous County General Permits** This General Permit (GP-3-17-001) shall supercede all existing Region 3 County General Permits and Standard Activity Permits (SAPs).

3. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the applicant or it's agent.

4. **Bank Stabilization**
   a. The stream bank shall be at an appropriate slope to allow for stabilization, with the toe keyed in below the streambed as far as possible.
   b. Stabilization of the stream bank must not result in a constriction of the cross-sectional area of the affected stream channel to the current width and depth of the immediate vicinity.
   c. Materials must be stockpiled and installed in such a manner to prevent dispersion or movement by normal highwater level flows
   d. Alterations to channel configuration, streambeds characteristics including slope, average bedload size side slopes of banks must be minimized as much as possible.

5. **Culvert and Bridge Work and Replacement**
   a. Flat bottom culverts shall be installed at least 18 inches below the existing streambed elevation
   b. Bridges and culverts must be installed in manner so that that they do not constitute a barrier to upstream movement of fish under normal flow conditions or constrict the stream channel.
   c. Culverts should conform as closely as possible to the existing streambed gradient and profile including width and depth of channel while remaining within the bounds of general guidance from natural resource regulatory agencies or manufacturer specifications.
   d. Replacements of existing culverts and bridges must be within 50 feet of their existing location. The culvert must not require more than 100 feet of flow alignment activities within the wetland or stream and must not alter the existing flow or water table characteristics of the wetland or stream or inhibit the natural movements of resident or migratory aquatic life.
   e. Round culverts shall be buried a minimum of 20% of their diameter so that the widest portion of the culvert is at the general elevation of the streambed.
   f. Bridge abutments must be designed and installed in a manner that does not cause a constriction of the stream channel.

6. **Rehabilitation and Repair of Transportation Facilities**
   a. Temporary construction access, detour roads or associated earth fills in the wetland, wetland adjacent area or stream channel must be completely restored upon completion of the project using native material to the greatest extent.
   b. Drainage culverts in regulated wetlands not carrying streams must be replaced at their existing location and with pipes matching the existing culvert and invert elevations. Repair must not alter hydrology of surrounding area.

7. **Survey and Exploratory Activities for Roadway Related Construction**
   a. All test wells, test pits and bore holes must be backfilled to the fullest extent possible with soil excavated from the well, pit or hole. All excess material must be immediately removed from the wetland and adjacent area and stabilized immediately upon completion of the activity. No drilling muds or fluids shall be released to surface waters. All such muds, fluids and tailings must be disposed of at an appropriate upland location.

   b. The area of wetland disturbance must be limited to the minimum necessary to perform the survey and exploratory activity. Clearing of existing vegetation must be limited to the material which poses an immediate hazard or hindrance to the necessary activity. Temporary fill for access for exploratory purposes is not authorized, all access for this purpose must utilize temporary mats.

8. **Debris and Gravel Removal** This permit authorizes the skimming of accumulated gravel from exposed gravel bar from any single location of no more than 100 feet from a structure. For the purposes of this permit, skimming is defined as the selective removal of gravel from the exposed portion of gravel bar or similar deposit to a uniform depth of one foot higher than the normal low water level.

9. **Cofferdams, Sediment basins and Temporary Water Control Structures** Any temporary cofferdam shall be constructed of materials that will not contribute to turbidity or siltation of the waterbody. Fill materials for cofferdams must not come from the waterbody or wetland unless specifically identified on the plans and authorized. All temporary water control structures shall be removed in their entirety upon completion of maintenance activity.

10. **Erosion Control Devices** Appropriate measures and devices (such as silt fences, straw bales, turbidity curtains, check dams, catchment basins, sediment retention basins, water bars, diversion culverts, and other appropriate measures) shall be employed wherever necessary to prevent erodible soils, including those from banks and spoil piles, from entering the wetland or water body. All erosion control devices must be in place prior to ground disturbance and maintained as long as erosion is possible and until permanent vegetation is established. All devices should be removed no later than one-year after project completion.

11. **No Turbid Discharges** Visibly turbid discharges from land clearing, grading or excavation activities or de-watering operations shall not enter the stream, navigable water or wetland. Such water shall be pumped to settling basins or to an upland vegetated area prior to any discharge to stream or wetland.

12. **Isolate Work Area** Work areas must be isolated from flowing or standing water in a manner that will prevent the contravention of water quality standards that will result in a water quality violation. The definition of a contravention of water quality standards is a visible contrast in water clarity (turbidity) in the case of a stream between upstream and downstream of the work area and in the case of a water body between the vicinity of the work area outside of the isolation and an area a significant distance from the work area. A proposed method of isolation must be shown on the project plans.

13. **Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetland or water of New York State, nor shall washings from ready-mixed concrete trucks, mixers or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

14. **Seed/Mulch Streambanks** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass seed and mulched with hay or straw within one week of final grading. Mulch shall be maintained until a suitable vegetative cover is established. If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

15. **Equipment Operation in Wetlands, Water and Waterbodies** Only equipment necessary for the authorized activity, as indicated on the project plans, including the bucket of excavators, may enter the waterbody or wetland. At no time should machinery be operated in flowing water when it can reasonably be avoided or without adequate control measure in place.

16. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

17. **Permit Modification** Should unforeseen circumstances arise during construction that result in either a turbidity issue or that will require a modification to the approved plans the Department must be contacted immediately. All onsite activities shall focus on the elimination of the problem and stabilization of the site until this has been accomplished. Modifications to the approved plans that affect the final approved layout or substantial modifications of the approved process for construction must be approved by the Department prior to the resumption of construction. Minor modification to the technical construction details where the overall final structure remains unchanged may resume once all problems have been resolved.

18. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

19. **Failure to Meet Terms or Conditions** Failure of the permittee to meet all the terms or conditions of this general permit may result in an order to immediately cease the permitted activity, conduct remediation and/or civil and/or criminal penalties.

20. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

21. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

22. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

2. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
John Petronella NYS DEC R3 DEP
21 S. Putt Corners Rd
New Paltz NY 12561
(845)256-3054 DEP.R3@dec.ny.gov

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Stream Disturbance, Excavation & Fill in Navigable Waters, Water Quality Certification.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does

not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Unlisted Action, No Lead Agency, No Significant Impact Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.

cc: all Phys. Reso

Diane Schonfeld

From:	Sandra Fusco
Sent:	Monday, March 23, 2020 1:21 PM
To:	Diane Schonfeld; Diane Trabulsy
Cc:	Fred Pena; John Tully; Alexis Hawley; Lillian Moynihan
Subject:	FW: Mill St. Culvert
Attachments:	Mill St. Traffic Count.pdf; Detour Map 1.pdf; Detour Map 2.pdf; Mill Street response for lead agency.docx; Lead Agency Notice, Mill Street Rehabilitation.docx; Mill Street site plan 2020-03-16.pdf; Mill Street FEAF 2020-03-16.pdf; DEC General Permit.pdf; Mill Street SEQR Reso-Mar 18, 20.docx

Please see attached for placement on the Physical Services committee meeting agenda scheduled for March 30, 2020. Thank you.

Sandra Fusco

2020 MAR 23 PM 1:37
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

cc: All
Phps 3-30-20
#12

Hawkins
DELAFIELD & WOOD LLP

PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

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SAN FRANCISCO
PORTLAND
ANN ARBOR

(212) 820-9563

February 11, 2020

County of Putnam, New York
$500,000 Serial Bonds for Bridge and Culvert Reconstruction
(Our File Designation: 4867/001098)

Mr. William J. Carlin, Jr., CPA
Commissioner of Finance
County of Putnam
40 Gleneida Avenue
Carmel, New York 10512

Dear Bill:

Pursuant to your request, I have prepared and enclose herewith a draft Extract of Minutes of the County Legislature meeting to be held on March 5, 2020, showing adoption of the above-referenced bond resolution and providing for publication, in summary.

Please note that the bond resolution is to be adopted by at least a two-thirds vote of the entire County Legislature membership.

A copy of the summary form of the bond resolution with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official County newspapers is also enclosed *as the last page of the attachment*. You will recall that publication of the bond resolution, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 et seq. of the Local Finance Law. Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavits of Publication, when available.

As you know, the final findings and determinations with respect to the State Environmental Quality Review Act ("SEQRA") must be made by the County Legislature prior to the adoption of the resolution attached hereto. I would kindly ask that you send me a certified copy of such SEQRA resolution, when available.

With all best wishes, I am

Very truly yours,

Daniel G. Birmingham

DGB:wy
Enclosures

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2020 MAR 17 AM 10:54

EXTRACT OF MINUTES

Meeting of the County Legislature of

the County of Putnam, New York

March 5, 2020

* * *

A regular meeting of the County Legislature of the County of Putnam, New York, was held at the Historic County Courthouse, Gleneida Avenue, Carmel, New York, on March 5, 2020, at _____ o'clock P.M. (Prevailing Time).

The following Legislators were present: Toni Addonizio, Chair, and

There were absent:

Also present: Diane Schonfeld, Clerk of the County Legislature

* * *

Legislator _____ offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE COUNTY OF PUTNAM, NEW YORK, ADOPTED MARCH 5, 2020, AUTHORIZING THE REHABILITATION AND/OR RECONSTRUCTION OF VARIOUS COUNTY-OWNED BRIDGES AND CULVERTS; STATING THE ESTIMATED TOTAL COST THEREOF IS $500,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF $500,000 SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION.

THE COUNTY LEGISLATURE OF THE COUNTY OF PUTNAM, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Legislature) AS FOLLOWS:

Section 1. The County of Putnam, New York (herein called "County"), is hereby authorized to rehabilitate and/or reconstruct various County-owned bridges and culverts. The estimated total cost thereof, including preliminary costs and costs incidental thereto and to the financing thereof, is $500,000, and said amount is hereby appropriated therefor. The plan of financing, includes the issuance of $500,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the County in the principal amount of $500,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 10 of the Law, is twenty (20) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds having substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and Sections 50.00, 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes, or the renewals thereof, and relative to providing for substantially level or declining annual debt service, and prescribing the terms, form and contents, and as to the sale and issuance of the bonds herein authorized, and of any bond

anticipation notes issued in anticipation of said bonds, and the renewals of said notes, as well as to executing agreements for credit enhancements, are hereby delegated to the Commissioner of Finance, the chief fiscal officer of the County.

Section 7. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. This bond resolution shall take effect upon the approval of the Putnam County Executive, and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in "*The Putnam County Courier*," "*The Putnam Press*," and "*The Putnam County News & Recorder*," three newspapers, each having a general circulation in the County and hereby designated as the official newspapers of the County for such publications.

* * *

The adoption of the foregoing resolution was seconded by Legislator _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Dated: _____

APPROVED: _____
MaryEllen Odell
County Executive, Putnam County

Date of Approval: _____, 2020

CERTIFICATE

I, Diane Schonfeld, Clerk to the County Legislature of the County of Putnam, State of New York, HEREBY CERTIFY that the Resolution No._____-2020 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of said County of Putnam duly called and held on March 5, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Resolution, which was duly adopted by the County Legislature of the County of Putnam on March 5, 2020 and approved by the County Executive on May ___, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County of Putnam this ____ day of March, 2020.

(SEAL)

_____
Diane Schonfeld
Clerk to the County Legislature

PLEASE HAVE THE FOLLOWING PAGE PUBLISHED IN EACH OF THE COUNTY'S OFFICIAL NEWSPAPERS FOLLOWING ADOPTION OF THE BOND RESOLUTION

NOTICE

The resolution, a summary of which is published herewith, has been adopted on March 5, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the COUNTY OF PUTNAM, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Diane Schonfeld
Clerk to the County Legislature

BOND RESOLUTION OF THE COUNTY OF PUTNAM, NEW YORK, ADOPTED MARCH 5, 2020, AUTHORIZING THE REHABILITATION AND/OR RECONSTRUCTION OF VARIOUS COUNTY-OWNED BRIDGES AND CULVERTS; STATING THE ESTIMATED TOTAL COST THEREOF IS $500,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF $500,000 SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION.

Object or purpose:	the rehabilitation and/or reconstruction of various County-owned bridges and culverts
Period of probable usefulness:	twenty (20) years
Amount of obligations to be issued:	$500,000

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk to the Legislature, at the County Office Building, 40 Gleneida Avenue, Carmel, New York.

Dated: March 5, 2020
Carmel, New York

Putnam County
Department of Planning, Development, and Public Transportation
www.putnamcountyny.com

Sandra M. Fusco
Commissioner

841 Fair Street
Carmel, NY 10512

Phone: (845) 878-3480
Fax: (845) 808-1948

-3-30-20
APPROVAL
#13

MEMORANDUM

TO: Carl Albano
Chair, Physical Services Committee

CC: Toni Addonizio
Chair, Putnam County Legislature

FROM: Sandra M. Fusco, Commissioner
Department of Planning, Development and Public Transportation

DATE: March 13, 2020

RE: Putnam County Park and Ride Transfer Program/Croton Falls Commuter Shuttle

Attached hereto is a Resolution in connection with the above referenced matter, which the undersigned respectfully requests be placed for consideration and approval on the agenda of the Physical Services Committee Meeting scheduled for March 24, 2020.

Thank you.

cc: MaryEllen Odell/County Executive
William J. Carlin/Commissioner of Finance
Jennifer S. Bumgarner/County Attorney
Fred Pena/Commissioner of Highways and Facilities
John Tully/Deputy Commissioner of Highways and Facilities
Vincent Tamagna/Transportation Manager

2020 MAR 16 PM 2:46
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

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, and 3 dated October 1, 2004, January 1, 2007/November 13, 2009, and 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, 2 and 3, 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 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 regional connections to the regional transit services network, as set forth in the Intercity Bus/Mass Transportation Joint Service Agreement No. C040127 attached hereto as Schedule "A"; and

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

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

RESOLVED, that the County of Putnam be and is hereby authorized to enter into the Intercity Bus/Mass Transportation Joint Service Agreement No. C040127, 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 8823.88; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C040127 between the County of Putnam and the New

York State Department of Transportation for the Putnam County Parking and Transfer Program shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed $52,000 in reimbursements (Federal: $41,600; State: $10,400; County: $0) for period January 1, 2020 through December 31, 2020, or such period as otherwise may be agreed to between Putnam County and New York State, exclusive of any other/Federal and/or State participation amounts; and be it further

RESOLVED, that payments made to the County of Putnam under Intercity Bus/Mass Transportation Joint Service Agreement No. C040127 between Putnam County and New York State for the operation of the Croton Falls Commuter Shuttle shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed $418,000, inclusive of the aforementioned Park & Ride maintenance reimbursement, as follows (Federal: $300,000; Operating Revenues: $13,000; State: $102,000; County: $3,000) for period January 1, 2020 through December 31, 2020, or such period as otherwise may be agreed to between Putnam County and New York State, exclusive of any other/Federal and/or State participation amounts; 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 hereinabove.

Contractor: Putnam County, NY
Project Name: Putnam Moves Shuttle Network
PROJECT ID Number (PIN): 8823.88
OSC Contract Number: C040127

Intercity Bus/Mass Transportation Joint Service Agreement

Comptroller's Contract No. C040127

This Agreement is made this **1st Day of January, 2020** 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, MaryEllen Odell**

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, serving Northern Fairfield County in Connecticut and Putnam and Westchester counties in New York State 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, NY	**State of New York Department of Transportation**
Name:	Sandra Fusco	Sandra D. Jobson, RA, RLA, AICP
Title:	Deputy Commissioner	Regional Planning and Program Manager
Address:	Department of Planning, Development & Public Transportation 841 Fair Street Carmel, NY 10512	Eleanor Roosevelt State Office Building 4 Burnett Boulevard Poughkeepsie, NY 12603
Telephone:	(845) 878-3480	(845) 431-5723
Facsimile:	(845) 808-1950	(845) 431-7923
E-Mail:	Sandra.Fusco@putnamcountyny.gov	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 anyclaim, 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, 2020**, and ending **December 31, 2020**. 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: _____

MaryEllen Odell

Title: Putnam County Executive

Municipality/Sponsor Attorney (If applicable)

By: _____

_____
Printed Name

Title: _____

STATE OF NEW YORK
)ss.:
COUNTY OF _____

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

NOTARY PUBLIC _____

APPROVED FOR NYSDOT:

BY: _____
For the Commissioner of Transportation

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

Date: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

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

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8823.88

Schedule A (5/18)

OSC Municipal Contract #: C040127	**Contract Start Date:** 1/3/2020 (mm/dd/yyyy) **Contract End Date:** 2/31/2020 (mm/dd/yyyy) ☒ *Check, if date changed from the last Schedule A*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee):
Other Municipality/Sponsor (if applicable):

☐ State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☐ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS

Work Type: OTHER (See Footnotes) **County** (If different from Municipality):

Marchiselli Eligible ☐ Yes ☒ No *(Check, if Project Description has changed from last Schedule A):* ☐

Project Description: A mobility program that includes bus service and park & ride facilities in Putnam County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	$0.00	$0.00	$0.00	$ 0.00
☐	Current SFY	$0.00	$0.00	$0.00	$ 0.00
Authorized Allocations to Date		$ 0.00	$ 0.00	$ 0.00	$ 0.00

A. Summary of allocated MARCHISELLI Program 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	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$	$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
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$	$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
TOTAL CURRENT COSTS			$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

NYSDOT/State-Local Agreement – Schedule A

Schedule A (5/18)

B. Summary of Other (including Non-Allocated MARCHISELLI) Participating Costs FOR ALL PHASES *Project PIN Fiscal Share shown current costs in the cells indicated as 'Current'. Show the old costs from the previous Schedule A (if there) in cells indicated as 'Old'. All costs will calculate automatically.*

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8823.88.421	Current	STP	$ 750,000.00	$600,000.00	$150,000.00	$0.00
	Old		$	$300,000.00	$75,000.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
	Current		$ 0.00	$0.0	$0.00	$0.00
	Old		$	$0.0	$0.00	$0.00
[illegible]			$ 750,000.00	$ 600,000.00	$ 150,000.00	$ 0.00

[illegible]	$ 0.00
[illegible]	$
[illegible]	$ 0.00

D. Total Project Cost *(Check with other cells automatically)*

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$600,000.00	$ 0.00	$150,000.00	$ 0.00	$750,000.00

[illegible] (Must be completed)	Name: Jennifer Russo Phone No: 845-431-2315

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes: (See LPB's website for link to sample footnotes)

- The County of Putnam, in coordination and collaboration with NYSDOT, will provide a comprehensive mobility program, which will include intercity/inter-municipal bus services, bus transfer program, and provision of park & ride facilities in Putnam County, NY.

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT
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. 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. 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.	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. Compensation Summary: January 1, 2020 through December 31, 2020 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 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. 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.	$287,000

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, requires prior NYSDOT approval and coordination.	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.	$33,000
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.	Any cost of this task is fundamentally included in the Task 1 amount.	$0
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.	Any cost of this task is fundamentally included in the Task 1 amount.	$3,000

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.	Any cost of this task is fundamentally included in the Task 1 amount.	$0
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: • 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. 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.	Any cost of this task is fundamentally included in the Task 1 amount.	$0

Task 7. Provision of Park & Ride facilities 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. 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 <u>all</u> 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. This work task shall include all activities necessary to insure 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/marking 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.	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.	$52,000
	TOTAL	$375,000

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	**Highway Training and Education**
20.219	**Recreational Trails Program**
20.XXX	**Highway Planning and Construction - Highways for LIFE;**
20.XXX	**Surface Transportation Research and Development;**
20.500	**Federal Transit-Capital Investment Grants**
20.505	**Federal Transit-Metropolitan Planning Grants**
20.507	**Federal Transit-Formula Grants**
20.509	**Formula Grants for Other Than Urbanized Areas**
20.600	**State and Community Highway Safety**
23.003	**Appalachian Development Highway System**
23.008	**Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

cc: all Phys.

#14

Fred Pena
Commissioner

John Tully
Deputy Commissioner

DEPARTMENT OF
HIGHWAYS & FACILITIES
842 Fair Street
Carmel, New York 10512
Phone: 845-878-6331 Fax: 845-808-1908

2020 MAR 17 PM 3:50
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

TO: Diane Schonfeld, Clerk, Putnam County Legislature

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

DATE: March 17, 2020

RE: Physical Services Committee - 20CP03 - Water Systems

Please approve the necessary resolution to authorize 20CP03 in an amount not to exceed $135,000.

The County water supply at the Putnam Valley Senior Center has recently been found to contain petroleum products. This development, along with the site's existing water quality issues, means that the water is currently not potable nor can it be used for hygiene or food preparation/cooking purposes. The County has hired a Consultant to work cooperatively with the Highways & Facilities Department and the Health Department to design a water treatment system to address these issues.

The County has also had to, on an emergency basis, procure a temporary outside water source for supply, to allow essential services to be provided and the facility to remain open to our Seniors, until such time when treatment is successfully installed.

Additionally, the County has been systematically pursuing dual water sources at our facilities that serve as shelters during times of emergency. This would include the Putnam Valley Senior Center. A backup, redundant water source would allow the facility to remain open should one water source have to be shut down for any reason. There are potentially viable locations on site at the Putnam Valley Senior Center to drill an additional well.

Finally, the County has recognized that our regulated water systems throughout the County require upgrades to their treatment systems. This will require the hiring of an experienced outside Consultant to assess each existing system and the current source water quality and then design upgrades accordingly.

This request, 20CP03, is to allow the continuing design and subsequent implementation of the new treatment system at the Putnam Valley Senior Center, to allow a backup well to be drilled at the Putnam Valley Senior Center and for our efforts to design upgrades for all of our treatment systems Countywide to move forward.

cc: Fred Pena, P.E., Commissioner
John Tully, Deputy Commissioner
William Carlin, Commissioner of Finance