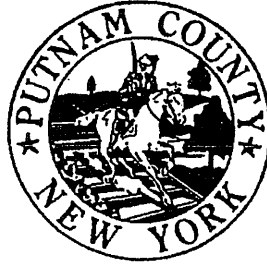


THE PUTNAM COUNTY LEGISLATURE

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

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



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

**AGENDA  
REGULAR MEETING  
OF THE  
PUTNAM COUNTY LEGISLATURE  
TO BE HELD IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512**

**Tuesday                      August 1, 2023                      7:00 P.M.**

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call

**PROCLAMATION**

**Overdose Awareness Day**

4. Acceptance of Minutes – Regular Meeting – June 6, 2023  
Public Hearing – Agricultural Dist. – July 5, 2023
5. Correspondence  
a) County Auditor
6. Pre-filed resolutions:

**PERSONNEL COMMITTEE**

**(Chairman Jonke, Legislators Castellano & Nacerino)**

- 6a. Approval/ Budgetary Amendment (23A042)/ Health Department/ Public Health Infrastructure, Workforce, and Data Systems Grant/ Personnel & Temporary
- 6b. Approval/ Fund Transfer (23T158)/ Department of Social Services/ Health Insurance
- 6c. Approval/ Fund Transfer (23T162)/ Youth Bureau/ Temporary

- 6d. **Approval/ Fund Transfer (23T189)/ Planning Department and Soil & Water/ Education & Training, Travel and Chargeback Automotive**

**PHYSICAL SERVICES COMMITTEE**  
(Chairman Gouldman, Legislators Castellano & Montgomery)

- 6e. **Approval/ Budgetary Amendment (23A045)/ Public Works/ State of Emergency Storm Damage 7/9/23**
- 6f. **Approval/ Budgetary Transfer (23T153)/ Public Works/ Capital Projects/ Close Out CP Projects**
- 6g. **Approval/ Putnam County Veterans' Residence/ Lease Agreements**
- 6h. **Approval/ Limited Waiver/ Deed Restriction/ Town of Kent Tax Map Number: 22.-1-23.2**

**PROTECTIVE SERVICES COMMITTEE**  
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)

- 6i. **Approval/ Budgetary Amendment (23A040)/ Sheriff's Department/ Cyber Fraud Task Forces Grant / Memorandum of Understanding (MOU)**
- 6j. **Approval/ Budgetary Amendment (23A041)/ District Attorney/ Asset Forfeiture Program**
- 6k. **Approval/ Budgetary Amendment (23A044)/ Emergency Services/ EMS Contracts/ Empress Ambulance Services/ Advanced Life Support (ALS)**
- 6L. **Approval/ Budgetary Amendment (23A046)/ Sheriff's Department/ Prevention Council of Putnam, Inc. Funds/ Narcotics Overtime**
- 6m. **Approval/ Fund Transfer (23T192)/ Emergency Services / Other Equipment**

**ECONOMIC DEVELOPMENT & ENERGY COMMITTEE**  
(Chairman Ellner, Legislators Addonizio & Crowley)

- 6n. **Approval/ Brewster Industrial Owner, LLC Project/ Payment In Lieu of Taxes (PILOT) Agreement Industrial Development Agency (IDA)**

**AUDIT & ADMINISTRATION COMMITTEE**  
**Chairman Castellano, Legislators Ellner & Gouldman)**

- 6o. Approval/ Fund Transfer (23T193)/ Finance/ Correct Vacancy Control Factor 2023 Entry**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

# Proclamation

## Overdose Awareness Day

**WHEREAS**, Putnam County does affirm and acknowledge the harm and hardship caused by drug overdose; and

**WHEREAS**, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

**WHEREAS**, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of 25 Putnam County Residents last year together with countless more affected forever; and

**WHEREAS**, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim August 31, 2023, as International Overdose Awareness Day in Putnam County.

Kevin Byrne, Putnam County Executive

  
Paul E. Jonke, Chair, Putnam County Legislature



#4 (1)

REGULAR MEETING  
OF THE  
PUTNAM COUNTY LEGISLATURE  
HELD IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512

Tuesday                      June 6, 2023                      7:00 P.M.

The meeting was called to order at 7:01 P.M. by Chairman Jonke who requested Legislator Nacerino lead in the Pledge of Allegiance and Legislator Addonizio lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Nacerino, Ellner, Castellano, Sayegh, Crowley and Chairman Jonke were present. Also present was Legislative Counsel Firriolo.

PROCLAMATION

Chairman Jonke recognized Legislator Montgomery who presented to the “Global Water Week” proclamation to representatives from Arts on the Lake, Putnam Dance Project, Sustainable Putnam, Putnam County Land Trust, NYS Federation of Lake Associations and the Sedgewood Club.

GLOBAL WATER WEEK JUNE 5<sup>TH</sup> – 10<sup>TH</sup>

WHEREAS, Global Water Dances New York has advocated for access to fresh water since 2011 by inspiring action and engaging participants all over the world through the internationally recognized language of dance; and

WHEREAS, fresh water is essential to the survival of all species across the globe. Most of the Earth’s surface is covered by water, yet only 2.5% of that water is the freshwater needed to live; and

WHEREAS, in 2017 The United Nations reported that 2.1 billion people around the globe lacked access to safely managed drinking water, and in 2022 record drought gripped much of the United States, having a direct impact on Putnam County; and

WHEREAS, Putnam County is proud to be among more than 130 locations across the globe to join in the effort to promote awareness and instill a behavioral shift toward solutions for water preservation. Arts on the Lake in Kent has partnered with local organizations including Putnam County Dance Project, Sustainable Putnam, and Putnam County Land Trust to showcase the creativity and talent of our residents while providing valuable information related to the importance of water conservation and protection. Beginning on June 5, 2023 Arts on the Lake will showcase art created by local youth, live performances, and environmental expositions with the week culminating on June 10, 2023 at 3:00pm with an outdoor performance beside Lake Carmel. This performance will coincide with the performances in the other locations throughout the world as part of the 7<sup>th</sup> biennial Global Water Dances event; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim the week of June 5<sup>th</sup>-June 10<sup>th</sup>, 2023 as Global Water Week in Putnam County.

Item #4 – Acceptance of Minutes – Regular Meeting – April 4, 2023

Regular Meeting – May 2, 2023

The minutes were accepted as submitted.

Item #5 – Correspondence  
a) County Auditor

There was no activity during this reporting period.

Item #6 – Pre-filed resolutions:

HEALTH, SOCIAL, EDUCATIONAL & ENVIRONMENTAL COMMITTEE  
(Chairwoman Sayegh, Legislators Crowley & Nacerino)

Item #6a – Approval/ Budgetary Amendment (23A026)/ Health Department/ NYS Fellowship Program Grant was next. Chairman Jonke recognized Legislator Sayegh, Chairwoman of the Health, Social, Educational & Environmental Committee. On behalf of the members of the Committee, Legislators Crowley and Nacerino, Legislator Sayegh moved the following:

RESOLUTION #121

APPROVAL/ BUDGETARY AMENDMENT (23A026)/ HEALTH DEPARTMENT/ NYS FELLOWSHIP PROGRAM GRANT

WHEREAS, by Resolution #28 of 2022, and amended by Resolution #75 of 2022, the Putnam County Legislature approved grant funding awarded through the New York Stated Department of Health for the NYS Public Health Corp Fellowship Program in the amount of \$1,111,175 over a two (2) year period at \$555,587 annually; and

WHEREAS, the end date for this pool of funding was 7/31/23; and

WHEREAS, this grant award was recently increased to \$1,411,174; and

WHEREAS, the award comes from the Center for Disease Control and Prevention (CDC) for the purpose of building public health capacity to continue to support COVID-19 response operations and increase preparedness for future public health emergencies; and

WHEREAS, this grant end date is June 30, 2024 for the calendar year 2023, January through December; and

WHEREAS, the Interim Commissioner of Health has requested a budgetary amendment (23A026) to hire two (2) more full time Fellows and one (1) part time Fellow, and fund the Fellow that is currently working in this program in the Department of Social Services; and

WHEREAS, in addition to salaries and benefits, funding will be provided for desks, chairs and other items included in the budgetary amendment; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenue:  
26401001 444892 66106

NYS Public Health Corp Fellowship Prg 315,202

**Increase Estimated Appropriations:**

26401001 51000 10173 66104	Personnel Serv – PHC Graduate Fellow	62,100
26401001 51000 10173 66105	Personnel Serv – PHC Graduate Fellow	62,100
26401001 51000 10173 66106	Personnel Serv – PHC Graduate Fellow	62,100
26401001 51094 10173	Temporary	22,179
26401001 52110 10173	Furniture & Fixtures	2,600
26401001 52130 10173	Computer Equipment	5,400
26401001 54310 10173	Office Supplies	3,500
26401001 54313 10173	Books & Supplements	500
26401001 54329 10173	Promotional Materials	1,000
26401001 54410 10173	Supplies & Materials	500
26401001 54635 10173	Cell Phones	1,200
26401001 54675 10173	Travel	1,000
26401001 54782 10173	Software & Accessories	200
26401001 54783 10173	Software Licensing	2,800
26401001 54989 10173	Miscellaneous	500
26401001 58001 10173	Retirement	8,487
26401001 58002 10173	FICA	12,843
26401001 58003 10173	Disability	242
26401001 58004 10173	Workers Compensation	340
26401001 58006 10173	Dental	2,866
26401001 58007 10173	Life Insurance	998
26401001 58008 10173	Health Insurance	57,166
26401001 58009 10173	Vision	249
26401001 58011 10173	Flex	<u>4,332</u>
		<b>315,202</b>

2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**Item #6b – Approval/ Budgetary Amendment (23A028)/ Office for Senior Resources/ Gifts & Donations/ Vehicle/ Jane Lobdell Bequeathment was next. On behalf of the members of the Health, Social, Educational & Environmental Committee, Legislators Crowley and Nacerino, Legislator Sayegh moved the following:**

**Legislator Montgomery believed that this was a wheelchair accessible van. She explained that they do not have transportation in the Town of Philipstown and this will help her constituent. She stated that through the help of the Office for Senior Resources, the County was able to purchase a van which helped her constituent who otherwise would have no means of transportation.**

**Chairman Jonke believed that Jane Lobdell was a lifelong resident in the Village of Brewster. He stated that she passed away a few years ago and bequeathed funds to Putnam County for the purchase of these vehicles. He believed that we have purchased a few vehicles over the years in her name.**

**RESOLUTION #122**

**APPROVAL/ BUDGETARY AMENDMENT (23A028)/ OFFICE FOR SENIOR RESOURCES/  
GIFTS & DONATIONS/ VEHICLE/ JANE LOBDELL BEQUEATHMENT**

**WHEREAS, Office for Senior Resources (OSR) Director, Michael Cunningham, has requested approval for the purchase of a 2020 Toyota Sienna LE from Bussani Fleet Sales for the use by the Medical Transportation Program; and**

**WHEREAS, said vehicle would replace a 2016 MV-1 which is currently non-operational in the warmer months due to ongoing air conditioning issues that are unrepairable; and**

**WHEREAS, due to customization, purchasing this vehicle would be the best option at an all-inclusive price of \$63,682.00; and**

**WHEREAS, OSR Director Cunningham has requested a budgetary amendment (23A028) to draw down funds of approximately \$70,000.00 on the Jane Lobdell bequeathment to fund this purchase or a like vehicle from a similar vendor; and**

**WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**Increase Estimated Revenue:**

<b>10677300 427050</b>	<b>Gifts &amp; Donations – Lobdell</b>	<b>70,000</b>
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**Increase Estimated Appropriations:**

<b>10677300 52650</b>	<b>Motor Vehicles</b>	<b>70,000</b>
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**2023 Fiscal Impact – 0 –**

**2024 Fiscal Impact – 0 –**

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**Item #6c – Approval/ Fund Transfer (23T109)/ Health Department/ Pre-school Licensing Software was next. On behalf of the members of the Health, Social, Educational & Environmental Committee, Legislators Crowley and Nacerino, Legislator Sayegh moved the following:**

**RESOLUTION #123**

**APPROVAL/ FUND TRANSFER (23T109)/ HEALTH DEPARTMENT/ PRE-SCHOOL LICENSING SOFTWARE**

**WHEREAS, the Commissioner of Health has requested a fund transfer (23T109) to properly allocate funds to the correct account, Pre-School Licensing Software; and**

**WHEREAS, the Health, Social, Educational & Environmental Committee have reviewed and approved said fund transfer; now therefore be it**

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

<b>10296000 54782</b>	<b>Pre-school Software Accessories</b>	<b>9,790</b>
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**Increase:**

10296000 54783

Pre-school Licensing Software

9,790

2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

**PERSONNEL COMMITTEE**

(Chairman Jonke, Legislators Castellano & Nacerino)

Item #6d – Approval/ Fund Transfer (23T113)/ Health Department/ Health Education & Nursing Position Reclassification was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Nacerino, Chairman Jonke moved the following:

**RESOLUTION #124**

**APPROVAL/ FUND TRANSFER (23T113)/ HEALTH DEPARTMENT/ HEALTH EDUCATION & NURSING RECLASSIFICATION**

WHEREAS, the Interim Commissioner of Health has requested the reclassification of an employee in the Health Education Department currently in the position of Office Assistant II Spanish Speaking (SS) be transferred to the position of Public Health Programs Assistant Trainee in the Nursing Department; and

WHEREAS, once this Health Education Department staff person transfers to Nursing, the Interim Commissioner of Health has also requested that the vacant Office Assistant II (SS) position in the Health Education Department be reclassified to Public Health Programs Assistant Trainee at a salary of \$50,010; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer (23T113) be made:

**Decrease:**

21401000 51000 26110	Health Education Pers Serv Office Assistant II SS	8,583
21401000 58002	Health Education FICA	657
11401000 51094	Nursing Temporary	2,000
11401000 51093	Nursing Overtime	<u>4,106</u>
		<b>15,346</b>

**Increase:**

11401000 51000 11122	Nursing Personnel Services Public Health Prg Assist Trainee	14,689
11401000 58002	Nursing FICA	<u>657</u>
		<b>15,346</b>

2023 Fiscal Impact – 0 –

2024 Fiscal Impact - Unknown

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

**Item #6e – Approval/ Policy for Nursing Mothers / New York Labor Law Section 203-c was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Nacerino, Chairman Jonke moved the following:**

**RESOLUTION #125**

**APPROVAL/ POLICY FOR NURSING MOTHERS/ NEW YORK LABOR LAW SECTION 203-c**

**WHEREAS, under New York Labor Law Section 203-c, employers are required to provide nursing mothers with a safe, clean, and private place to express breast milk during the workday; and**

**WHEREAS, Putnam County will provide an employee with reasonable unpaid break time, or the opportunity to use their available paid break time or mealtime, to express breast milk for up to three (3) years following childbirth; and**

**WHEREAS, the duration of a break can vary depending on the personal needs of the covered employee. Generally, each break shall be no less than twenty to thirty minutes, however employees can elect to take shorter breaks for this purpose if appropriate for their circumstance. The number of breaks that a covered employee will need to take may vary based on the employee's physical needs and specific circumstances. Putnam County shall provide break time at least once every three hours if requested by the employee.; now therefore be it**

**RESOLVED, that subject to any applicable agreement by and with the respective collective bargaining agents of the various employee units of the County of Putnam, the process for requesting break time to use a lactation room to express milk is as follows:**

- 1. Prior to returning to work or as soon as possible thereafter, employees should make a request to their Department Head. The request should include the anticipated duration of request, and an approximation of the number of breaks per day the employee is requesting.**
- 2. Department Heads should respond by providing employee with access directions for the room in that location.**
- 3. When two or more covered employees need to use the room at the same time, the employee(s) also should contact their Department Head who will determine the process for the use of the room. The Department Head will discuss options with the employees to determine what arrangement will address each of the employee's needs. Options may include: finding an alternative clean space free from intrusion; sharing the space among multiple users; or creating a schedule for use. Any accommodation will ensure each employee is afforded a reasonable amount of time to pump.**
- 4. When the lactation room is not a dedicated space, there should be a clear indication of when the room is being used as a lactation room and that it may not be used for any other purpose during that time. When possible, a schedule should be created to allow for maximum use of the space by all users.**
- 5. Department Heads are responsible for forwarding all requests to the Personnel Department.**

6. If the Department Head is concerned that a request will pose an undue hardship, they should immediately contact the Personnel Department. The Personnel Department will endeavor to assist the department in finding a solution.

And be it further

RESOLVED, that this Resolution shall take effect immediately and shall be subject to renewal or continuation by Resolution; and be it further

RESOLVED, that the Personnel Officer and the various County Department Heads are hereby directed to undertake such administrative acts and tasks as are necessary and proper such as the creation of policies and/or procedures to carry out the intention of this resolution.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

**PHYSICAL SERVICES COMMITTEE**  
(Chairman Gouldman, Legislators Castellano & Montgomery)

Item #6f – Approval/ Budgetary Amendment (23A027)/ Planning Department/ Additional Unified Planning Work Program (UPWP) Funding under New York Metropolitan Transportation Council (NYMTC) was next. Chairman Jonke recognized Legislator Gouldman, Chairman of the Physical Services Committee. On behalf of the members of the Committee, Legislators Castellano and Montgomery, Legislator Gouldman moved the following:

**RESOLUTION #126**

**APPROVAL/ BUDGETARY AMENDMENT (23A027)/ PLANNING DEPARTMENT/  
ADDITIONAL UNIFIED PLANNING WORK PROGRAM (UPWP) FUNDING UNDER NEW  
YORK METROPOLITAN TRANSPORTATION COUNCIL (NYMTC)**

WHEREAS, the Acting Commissioner of Planning has requested a budgetary amendment (23A027) to account for additional UPWP Funding under NYMTC awarded to Putnam County; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:

**Increase Estimated Revenue:**

55997000 53000 52308	Special Services	400,000
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**Increase Estimated Appropriations:**

55997000 449895 52308	UPWP – Federal Aid	400,000
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2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6g – Approval/ Budgetary Amendment (23A029)/ Highways & Facilities/ Amend 2023 CHIPS County Capital Project Budget was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Montgomery, Legislator Gouldman moved the following:

**RESOLUTION #127**

**APPROVAL/ BUDGETARY AMENDMENT (23A029)/ HIGHWAYS & FACILITIES/ AMEND 2023 CHIPS COUNTY CAPITAL PROJECT BUDGET**

WHEREAS, the 2023-24 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges; and  
WHEREAS, the State Budget includes Consolidated Local Street and Highway Improvement Program (CHIPS) funding, PAVE-NY funding, Extreme Winter Recover (EWR) funding and Pave Our Potholes (POP) funding; and  
WHEREAS, also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, EWR and POP appropriations; and  
WHEREAS, the Commissioner of Finance has requested a budgetary amendment (23A029) to amend the 2023 CHIPS County Capital Project Budget to equal the adopted NYS Budget, as provided by the NYS Department of Transportation; and  
WHEREAS, the Physical Services Committee and the Audit & Administrative Committee have reviewed and approved said budgetary amendment; now therefore be it  
**RESOLVED**, that the following budgetary amendment be made:

**Increase Estimated Appropriations:**

55112000 53000 52303 CHIPS 2023 736,715

**Increase Estimated Revenues:**

55112000 435011 52303 State Aid – CHIPS 2023 736,715

2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

Item #6h – Approval/ Eminent Domain Procedure Law Settlement/ Fair Street Reconstruction Project/ Town of Carmel Tax Map No. 44.14-1-46 was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Montgomery, Legislator Gouldman moved the following:

**RESOLUTION #128**

**APPROVAL/ EMINENT DOMAIN PROCEDURE LAW SETTLEMENT/ FAIR STREET RECONSTRUCTION PROJECT/ TOWN OF CARMEL TAX MAP NO. 44.14-1-46**

WHEREAS, the County of Putnam (“County”) is proposing to generally reconstruct an approximately 1.3 mile long section of Fair Street between Route 52 (Gleneida Avenue) and a point approximately 1,300 feet east of the intersection of Fair Street with Hill & Dale Road in the Town of Carmel, County of Putnam, State of New York (P.I.N. 8756.09) (the “Project”); and



**WHEREAS, the purpose of the Project is to help address traffic operations, traffic congestion, safety concerns and pavement/drainage/bridge conditions along Fair Street in the Town of Carmel; and**

**WHEREAS, the Project is being progressed by the County Department of Highways and Facilities, with oversight by the New York State Department of Transportation (“NYSDOT”) and in close coordination with the Federal Highway Administration (“FHWA”), in accordance with Federal and State Laws, regulations, rules and policies; and**

**WHEREAS, in order to accomplish the Project, it is necessary for the County to acquire real property interests in, to, on, over and through multiple tax map parcels situated along Fair Street in the Town of Carmel, New York; and**

**WHEREAS, among the real property interests that the County needs to acquire in order to accomplish the Project are an approximately 806 square foot fee interest and an approximately 1,363 foot temporary easement interest in, to, on, over and through portions of Tax Map Parcel 44.14-1-46 in the Town of Carmel, New York; and**

**WHEREAS, in accordance with the New York Eminent Domain Procedure Law (“EDPL”), the County caused the real property interests that it needs to acquire for the Project to be appraised by an independent, certified real estate appraiser, following which the County had made written offers to the respective landowners to purchase such real property interests for the highest approved appraisal amount; and**

**WHEREAS, the amount of the County’s written offer to purchase the fee and temporary easement interest in, to, on, over and through portions of Tax Map Parcel 44.14-1-46 was twenty-two thousand eight hundred (\$22,800) dollars, and**

**WHEREAS, the owner of record of Tax Map Parcel 44.14-1-46 did not accept the County’s offer, as a consequence of which, and in accordance with Federal and State law, regulations, and policies, at the time these fee and temporary interests were acquired (November of 2022), the County remitted to the landowner a check in the amount of \$22,800.00, which constituted advance payment for the fee and temporary easement interests acquired; and**

**WHEREAS, under the EDPL, the landowner has the right to seek additional compensation for the County’s acquisition of the aforementioned fee and temporary easement interests, and the landowner’s representative stated the landowner would accept an additional seven thousand two hundred (\$7,200) dollars to settle any claim that it may have for additional compensation; and**

**WHEREAS, the landowner agreed to a settlement with the County, subject to the Legislature’s approval, in which the County agreed to pay the landowner the sum of seven thousand two hundred (\$7,200.00) dollars; and**

**WHEREAS, the County Attorney, the County’s outside counsel, Robert Hite, and the Administrative Director of Highways and Facilities have recommended the settlement as an alternative to trial; and**

**WHEREAS, the settlement of the landowner’s potential claim for the additional sum of \$7,200.00 is reasonable, prudent and in the public interest and will avoid the costs of further litigation; now therefore be it**

**RESOLVED, that the settlement of this matter for the sum of seven thousand two hundred (\$7,200) dollars is hereby approved.**

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE  
(Chairwoman Addonizio, Legislators Ellner & Gouldman)**

Item #6i – Approval Budgetary Amendment (23A025)/ Veterans Service Agency/ Peer to Peer Program was next. Chairman Jonke recognized Legislator Addonizio, Chairwoman of the Rules, Enactments & Intergovernmental Relations Committee. On behalf of the members of the Committee, Legislators Ellner & Gouldman, Legislator Addonizio moved the following:

Legislator Nacerino stated that she was happy to see this move forward. She explained that every year we need to wait for these funds from New York State. She stated that this is a wonderful program for our Veterans. She stated that she would like the State to continue to fund this program in the future.

Chairman Jonke concurred. He stated that it was a shame that we are now in June and the funding is finally coming through from the State. He believed the State was playing a game of politics with the health of our Veterans. He stated that this happens every year.

**RESOLUTION #129**

**APPROVAL BUDGETARY AMENDMENT (23A025)/ VETERANS SERVICE AGENCY/ PEER TO PEER PROGRAM**

WHEREAS, Putnam County has been notified by the NYS Office of Mental Health of \$185,000 in funding for the Putnam County Veterans Service Agency Peer to Peer Support Pilot Program for SFY 23-24; and

WHEREAS, these funds are to assist Veterans suffering from post-traumatic stress syndrome or other related combat stress disorders through individual and small group peer-to-peer counseling methods; and

WHEREAS, the funds are available for the period of April 1, 2023 through March 31, 2024; and

WHEREAS, the Department of Social Services, Mental Health has requested a budgetary amendment (23A025) to account for these funds; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it

**RESOLVED**, that the following budgetary amendment be made:

**Increase Revenues:**

10651000 437895 10105	Veterans Peer to Peer Program	185,000
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**Increase Appropriations:**

10651000 54646 10105	Veterans Peer to Peer Program - Contracts	185,000
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2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

Item #6j – Approval/ Confirmation/ Appointments/ Putnam County Board of Ethics was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner & Gouldman, Legislator Addonizio moved the following:

**Legislator Montgomery made a motion to vote on each individual appointment separately; seconded by Legislator Crowley.**

**Chairman Jonke called for a Roll Call Vote on the motion to divide the question.**

**By Roll Call Vote: Four Ayes – Legislators Crowley, Ellner, Gouldman and Montgomery. Five Nays – Legislators Addonizio, Castellano, Nacerino, Sayegh and Chairman Jonke. Motion fails.**

**Legislator Montgomery explained that the County Executive has recommended these appointments. She believed it was not a bipartisan board. She stated that one (1) of the appointments is an independent, and the others are all one (1) party. She was disappointed that all these appointments were included in one (1) resolution. She stated that many of these individuals have a long-standing relationship with County government and she believed this should be citizen driven board. She stated that the Public Officer's Law states that "you should have" one (1) County employee, which she believed would be Personnel Director Paul Eldridge. She stated that if it were her choice, there would be no County employees on this Board. She stated that during an executive session she raised some points about particular appointments to this Board. She believed that it was the duty of this Legislature to consider the candidate's history before appointing them to the Ethics Board. She explained that on one (1) of the appointments, her resume states that she was the Chair on the One Army in the War of Addiction. She stated that this task force had not convened in five (5) years. She explained that at one (1) time she requested to attend a task force meeting and the Chairperson who is applying to be on this Ethics Board denied her of that. She stated that she also did not disclose on her resume that she served as treasurer of the Putnam County Visitors Bureau. She was also a founding member of the Putnam Tourism Corporation. She stated that Chairman Jonke expressed that you do not need to disclose everything on a resume. She believed that any previous relationship with the County should be disclosed.**

**Chairman Jonke stated that since his name was mentioned and because Legislator Montgomery referred to the only female on this resolution, we know that you are speaking about Barbara Scuccimarra. He stated that Legislator Montgomery stated that she was told this would be a bipartisan Board. He stated whether these individuals are Republicans or Democrats is meaningless. He stated that he happens to know everyone of the proposed members, and he believed they were genuinely honest people who have served our County. He stated that during the Rules meeting many issues were brought out, one (1) being that the resume should have disclosed information about former Legislator Barbara Scuccimarra. He clarified that Barbara Scuccimarra was a political rival of Legislator Montgomery. He believed that this was an attempt to smear Barbara Scuccimarra's character. He stated that the resume is not a tool to disclose information; it is presenting your experience. He stated that those of us who have served with Barbara Scuccimarra know her character, and he believed it was disgraceful to take shots at that. He explained that Legislator Montgomery kept mentioning the Ethics Board and Attorney General, however no evidence was presented to us at the Rules meeting. He stated that there was never an Ethics Board complaint filed against Barbara Scuccimarra, nor did we have any evidence that the Attorney General's office came to Putnam County. He stated that the Putnam County Visitor's Bureau may have had their issues. However, Barbara Scuccimarra who was the treasurer resigned. He believed this was a terrible character assassination attempt.**

**RESOLUTION #130**

**APPROVAL/ CONFIRMATION/ APPOINTMENTS/ PUTNAM COUNTY BOARD OF ETHICS**

**RESOLVED**, that upon the recommendation of the County Executive, the Putnam County Legislature confirms the following appointments to the Putnam County Board of Ethics:

**Paul Eldridge**, for the remainder of a three (3) year term, said term to expire December 31, 2023.

**Roderick Cassidy**, for the remainder of a three (3) year term, said term to expire December 31, 2024.

**Hon. Barbara Scuccimarra**, for the remainder of a three (3) year term, said term to expire December 31, 2024.

**Hon. John Sweeny**, for a three (3) year term, said term to expire December 31, 2025.

**Joseph DeMarzo**, for a three (3) year term, said term to expire December 31, 2025.

**And be it further**

**RESOLVED**, that these appointments comply with any requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

**BY ROLL CALL VOTE: EIGHT AYES. ONE NAY – LEGISLATOR MONTGOMERY. MOTION CARRIES.**

**Item #6k – Approval/ Appointment/ Putnam County Home Improvement Board was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner & Gouldman, Legislator Addonizio moved the following:**

**Legislator Addonizio thanked Mr. Koffer for volunteering to serve on this Board.**

**RESOLUTION #131**

**APPROVAL/ APPOINTMENT/ PUTNAM COUNTY HOME IMPROVEMENT BOARD**

**RESOLVED**, that Lawrence Koffer, Town of Carmel, as Citizen Representative, for a two (2) year term, said term to expire December 31, 2024.

**And be it further**

**RESOLVED**, that this appointment comply with any requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**Item #6L – Approval/ Local Law to Amend Article 9 of the Putnam County Charter Entitled “Department of Highways and Facilities” was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner & Gouldman, Legislator Addonizio moved the following:**

**Chairman Jonke stated that we will now be calling the Highway Department what it should be called since they do much more than Highways & Facilities. He believed Public Works was more appropriate.**

**RESOLUTION #132**

**A LOCAL LAW TO AMEND ARTICLE 9 OF THE PUTNAM COUNTY CHARTER ENTITLED “DEPARTMENT OF HIGHWAYS AND FACILITIES”**

**Be it enacted by the Legislature of the County of Putnam as follows:**

**Section 1.**

**Article 9 of the Putnam County Charter is hereby renamed as follows:**

**Article 9 Department of Public Works**

**Section 2.**

**Section 9.01 of the Putnam County Charter is hereby amended to read as follows:**

**§ 9.01 Department of Public Works: Commissioner.**

**There shall be a Department of Public Works headed by a Commissioner of Public Works appointed by the County Executive, subject to confirmation by the County Legislature. The Commissioner of Public Works shall be qualified by training and experience for his or her position. The provisions of any law, rule or regulation which require that a public officer be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of the Commissioner of Public Works of the County of Putnam, so long as such person resides within fifty linear miles from the Office of the Commissioner of Public Works at the Putnam County Department of Public Works, when appointed and continuously throughout his or her appointment. He or she shall serve at the pleasure of the County Executive. Within appropriations therefor, he or she shall appoint a staff to implement the duties of this office as detailed in § 9.02 of this Charter.**

**Section 3.**

**Section 9.02 of the Putnam County Charter is hereby amended to read as follows:**

**§ 9.02 Powers and duties.**

**Except as otherwise provided in this Charter, the Commissioner of Public Works shall:**

- (a) Have all the powers and duties of a County Engineer and County Superintendent of Highways pursuant to the Highway Law, Town Law or other applicable laws;**
- (b) Have charge and supervision of the design, construction, improvement, maintenance, repair, cleaning and lighting of all highways, roads, streets, bridges and grade separation structures under jurisdiction of the County;**
- (c) Have charge and supervision of the design, construction and alteration of County buildings, parking areas, drives, walks, docks, parks and such other structures and facilities in the nature of public works under the jurisdiction of the County;**
- (d) Have charge and supervision of the maintenance and repair of all County buildings to include custodial care of such buildings;**
- (e) Have charge and supervision of the maintenance and operations of County parks and preserves;**
- (f) Administer all programs and projects conducted by the Soil and Water Conservation District.**

**Section 4.**

**Section 9.03 of the Putnam County Charter is hereby amended to read as follows:**

**§ 9.03 Deputy Commissioners of Public Works.**

**The Commissioner of Public Works shall appoint a Deputy Commissioner of Public Works who shall act generally for and in the place of the Commissioner of Public Works in the event of his or her absence from the County or inability to perform and exercise the powers and duties of office. The provisions of any law, rule or regulation which require that a public officer be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of the Deputy Commissioner of Public Works of the County of Putnam, so long as such person resides within fifty linear miles from the Office of the Commissioner of Public Works at the Putnam County Department of Public Works, when appointed and continuously throughout his or her appointment.**

**The Deputy Commissioner of Public Works shall have the powers and shall perform all duties of the Commissioner of Public Works only in the event that the Commissioner of Public Works is absent or unable to perform and exercise the powers and duties of such office.**

**The Commissioner of Public Works may also appoint additional deputies who shall have the powers and who shall perform all the duties of the Commissioner of Public Works only in the event that both the Commissioner and Deputy Commissioner of Public Works are absent or unable to perform and exercise the powers and duties of such office. Such additional deputies shall be designated in writing and in order of succession by the Commissioner of Public Works and shall be filed with the County Executive and with the Clerk of the County Legislature. Such designations may be revoked at any time by the**

Commissioner of Public Works by filing a new written designation and order of succession.

**Section 5.**

This Local Law shall take effect forty-five (45) days after its passage and is subject to permissive referendum.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

**PROTECTIVE SERVICES COMMITTEE  
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)**

Item #6m – Approval/ Fund Transfer (23T124)/ Sheriff’s Department/ Axon Enterprises, Inc. Contract/ Other Equipment was next. Chairman Jonke recognized Legislator Nacerino, Chairwoman of the Protective Services Committee. On behalf of the members of the Committee, Addonizio and Sayegh, Legislator Nacerino moved the following:

**RESOLUTION #133**

**APPROVAL/ FUND TRANSFER (23T124)/ SHERIFF’S DEPARTMENT/ AXON ENTERPRISES, INC. CONTRACT/ OTHER EQUIPMENT**

WHEREAS, the Putnam County Sheriff has requested a fund transfer (23T124) to account for additional funding needed to pay the Axon Contract for Year 1 (FY2022) due to an administrative error by the Axon billing department; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

**Decrease:**

<b>10199000 54980</b>	<b>General Contingencies</b>	<b>32,315</b>
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**Increase:**

<b>10311000 52680</b>	<b>Other Equipment</b>	<b>32,315</b>
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**2023 Fiscal Impact - \$32,315**

**2024 Fiscal Impact – 0 –**

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6n – Approval/ Confirmation/ Re-Appointments/ Putnam County Emergency Services Safety Advisory Board was next. On behalf of the members of the Protective Services Committee, Addonizio and Sayegh, Legislator Nacerino moved the following:

**RESOLUTION #134**

**APPROVAL/ CONFIRMATION/ RE-APPOINTMENTS/ PUTNAM COUNTY EMERGENCY SERVICES SAFETY ADVISORY BOARD**

**WHEREAS, Section 25-38 of the Putnam County Code provides for the appointment of members to the Putnam County Emergency Services Safety Advisory Board by the County Executive subject to confirmation by the Putnam County Legislature; and**

**WHEREAS, the County Executive has re-appointed the following:**

**Ed Butler, Putnam County Fire Chief's Association Representative, for a three (3) year term to expire December 31, 2025.**

**Sergeant Laura Whitten, Law Enforcement Representative, for a three (3) year term to expire December 31, 2025.**

**WHEREAS, the Protective Services Committee of the Putnam County Legislature has reviewed and approved said re-appointments; now therefore be it**

**RESOLVED, that the Putnam County Legislature hereby confirms the re-appointments of Ed Butler and Sergeant Laura Whitten to the Putnam County Emergency Services Safety Advisory Board; and be it further**

**RESOLVED, that these re-appointments comply with any requirements to file an Oath of Office pursuant to the New York State Public Officers Law.**

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**Item #60 – Approval/ Resolution to Authorize the Application to Obtain a Municipal Ambulance Services Operating Authority for Putnam County was next.**

**Legislator Nacerino stated that this was discussed during the Protective Services Committee meeting. She stated that there was a request to revise the resolution for the Full Legislative meeting, however, the resolution before us still has language incorporated in this revised resolution that they have questions on.**

**Legislator Nacerino made a motion to table this resolution back to the Protective Services Committee to receive clarification on the proposed language; seconded by Legislators Addonizio and Ellner.**

**By Roll Call Vote: All Ayes. Carried Unanimously.**

**APPROVAL/RESOLUTION TO AUTHORIZE THE APPLICATION TO OBTAIN A MUNICIPAL AMBULANCE SERVICES OPERATING AUTHORITY FOR PUTNAM COUNTY**

**WHEREAS, providing for the public health and safety is the highest priority for public officials; and**

**WHEREAS, the timely provision of effective emergency medical assistance is a matter of vital concern affecting the public health, safety and welfare of our residents, visitors and those who work in the County; and**

**WHEREAS, the assurance of pre-hospital emergency care, providing prompt and effective treatment and transportation of the sick and injured is critical to a successful patient outcome; and**



WHEREAS, under its own operating authority, the County would expand its ability to access a much broader range of advanced life support (ALS) and basic life support (BLS) commercial providers and therefore assure provision of care to the citizens of Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature recognizes the need for effective ALS and BLS care and transportation, which will be provided by a third-party vendor, and the need for effective EMS service in accordance with the provisions of Public Health Law Section 3008(7a), and be it further

RESOLVED, that the Putnam County Legislature has determined that it is necessary, appropriate and in the best interest of public safety and welfare to obtain operating authority in connection with the provision of ambulance services for the residents of the County; and be it further

RESOLVED, that the Putnam County Legislature hereby grants permission to the Commissioner of Emergency Services to make application seeking a Certificate of Operating Authority and/or a Municipal Certificate of Need for ALS and BLS services on behalf of the County; and be it further

RESOLVED, that the primary geographic area of this service shall be the County of Putnam as indicated on the map attached hereto as Schedule "A"; and be it further

RESOLVED, that the Commissioner of Emergency Services is directed to file a copy of this resolution with the New York State Department of Health; and be it further

RESOLVED, that this resolution shall take effect immediately.

**AUDIT & ADMINISTRATION COMMITTEE**  
(Chairman Castellano, Legislators Ellner & Gouldman)

Item #6p – Approval/ Budgetary Amendment (23A031)/ Finance/ Vacancy Control Factor 2023 was next. Chairman Jonke recognized Legislator Castellano, Chairman of the Audit & Administration Committee. On behalf of the members of the Committee, Legislators Ellner and Gouldman, Legislator Castellano moved the following:

**RESOLUTION #135**

**APPROVAL/ BUDGETARY AMENDMENT (23A031)/ FINANCE/ VACANCY CONTROL FACTOR 2023**

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (23A031) to provide for the Vacancy Control Factor for 2023; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

**GENERAL FUND:**

**Decrease Estimated Appropriations:**

10131000 51000	Personnel Services (SEE ATTACHED)	23,176
10131000 58002	FICA	1,773
10141000 51000	Personnel Services (SEE ATTACHED)	12,042
10141000 58002	FICA	921
10141100 51000	Personnel Services (SEE ATTACHED)	49,488
10141100 58002	FICA	3,786
10315000 51000	Personnel Services (SEE ATTACHED)	76,920

10315000 58002	FICA	5,884
13398900 51000	Personnel Services (SEE ATTACHED)	32,225
13398900 58002	FICA	2,465
10431000 51000	Personnel Services (SEE ATTACHED)	30,388
10431000 58002	FICA	2,325
10802000 51000	Personnel Services (SEE ATTACHED)	54,442
10802000 58002	FICA	<u>4,165</u>
		300,000

Decrease Estimated Revenues:  
10131000 427705 Vacancy Control Factor 300,000

2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –

**BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.**

**Item #7 – Other Business**

There was no other business submitted to the meeting.

**Item #8 – Recognition of Public on Agenda Items**

Christopher Muro, from the Town of Carmel questioned if there are any plans to increase the public transportation system. He stated that it is difficult to move around the town without the bus routes.

Chairman Jonke explained that the item was not on the agenda. He stated that Mr. Muro could contact the Legislature’s office, the County Executive’s office or the Department of Transportation. He stated that if he contacted the Legislative office, we would do our best to guide you in the right direction.

**Item #9 - Recognition of Legislators**

Legislator Addonizio congratulated all the June graduates. She reminded everyone to attend Arts on the Lake in Kent to celebrate Global Water Week. Live performances and environmental expositions will begin on June 5, 2023 through June 10, 2023.

Legislator Ellner congratulated all the seniors throughout the County. He stated that for the first time in a number of years, section 1 held an all-star senior lacrosse game. He stated that Putnam County brought in senior players from Carmel, Brewster, Haldane and Mahopac High Schools. He also congratulated the graduates.

Legislator Nacerino also congratulated all the graduates from preschool and all the way on up. She also informed everyone that the Community Engagement & Policy Advisory Board (CEPAB) will hosting a Cultural Festival on Saturday, June 17<sup>th</sup> at Putnam County Veterans Memorial Park.

Legislator Montgomery clarified that you could find in the Attorney General’s office that there was an investigation by the Attorney General and the Putnam Incorporation was dissolved. She stated that the Chairperson of that removed herself. She also mentioned

that last month one (1) of the proclamations stated that motor vehicle accidents were the leading cause of death among young people. She stated that was not the case. She stated that there was recent data published in the New England Journal of Medicine that gun violence is the leading cause of death among young people. She stated that she wears orange proudly to show her support of gun violence prevention during gun violence awareness this month. She stated that New York State was the first in the nation to declare gun violence a disaster emergency under executive order 211. She mentioned several organizations in Putnam County dedicated to creating healthier and safer communities to protect lives and prevent unnecessary tragedies. She also wished everyone a Happy Father's Day.

Legislator Gouldman stated that today, June 6<sup>th</sup>, is the 79<sup>th</sup> Anniversary of D-Day. He stated that the invasion of the beaches at Normandy occurred on June 6, 1944 and it was a day we should never forget. He reminded everyone to stay safe when enjoying the beaches in Putnam County. He stated that ticks and mosquitos are prevalent in our community. He reminded everyone to protect themselves and to remove all standing water from around their homes. He congratulated all the senior graduates.

Legislator Sayegh reminded everyone that early voting for the primary starts on June 17<sup>th</sup>.

Chairman Jonke thanked Legislator Gouldman for bringing up the 79<sup>th</sup> Anniversary of D-Day. He stated that it was for the freedoms we enjoy today. He stated that tomorrow is the 98<sup>th</sup> birthday of our former State Assemblyman Will Stephens, Sr. He stated that he is his neighbor and he has always treated him as his son throughout the years.

There being no further business, at 7:39 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.



- 6c. **Approval/ Fund Transfer (23T109)/ Health Department/ Pre-school Licensing Software**

**PERSONNEL COMMITTEE**  
(Chairman Jonke, Legislators Castellano & Nacerino)

- 6d. **Approval/ Fund Transfer (23T113)/ Health Department/ Health Education & Nursing Position Reclassification**
- 6e. **Approval/ Policy for Nursing Mothers / New York Labor Law Section 203-c**

**PHYSICAL SERVICES COMMITTEE**  
(Chairman Gouldman, Legislators Castellano & Montgomery)

- 6f. **Approval/ Budgetary Amendment (23A027)/ Planning Department/ Additional Unified Planning Work Program (UPWP) Funding under New York Metropolitan Transportation Council (NYMTC)**
- 6g. **Approval/ Budgetary Amendment (23A029)/ Highways & Facilities/ Amend 2023 CHIPS County Capital Project Budget**
- 6h. **Approval/ Eminent Domain Procedure Law Settlement/ Fair Street Reconstruction Project/ Town of Carmel Tax Map No. 44.14-1-46**

**RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE**  
(Chairwoman Addonizio, Legislators Ellner & Gouldman)

- 6i. **Approval Budgetary Amendment (23A025)/ Veterans Service Agency/ Peer to Peer Program**
- 6j. **Approval/ Confirmation/ Appointments/ Putnam County Board of Ethics**
- 6k. **Approval/ Appointment/ Putnam County Home Improvement Board**
- 6L. **Approval/ Local Law to Amend Article 9 of the Putnam County Charter Entitled "Department of Highways and Facilities"**

**PROTECTIVE SERVICES COMMITTEE**  
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)

- 6m. **Approval/ Fund Transfer (23T124)/ Sheriff's Department/ Axon Enterprises, Inc. Contract/ Other Equipment**

- 6n. Approval/ Confirmation/ Re-Appointments/ Putnam County Emergency Services Safety Advisory Board**
- 6o. Approval/ Resolution to Authorize the Application to Obtain a Municipal Ambulance Services Operating Authority for Putnam County**

**AUDIT & ADMINISTRATION COMMITTEE**  
**(Chairman Castellano, Legislators Ellner & Gouldman)**

- 6p. Approval/ Budgetary Amendment (23A031)/ Finance/ Vacancy Control Factor 2023**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

# 4 (2)

PUBLIC HEARING  
ON INCLUSION IN THE AGRICULTURAL DISTRICT  
HELD BY THE  
PUTNAM COUNTY LEGISLATURE  
IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512

Wednesday                      July 5, 2023                      6:45 P.M.

The meeting was called to order at 6:45 P.M. by Chairman Jonke who led in the Pledge of Allegiance. Upon roll call, Legislators Gouldman, Addonizio, Ellner, Castellano, Sayegh, Crowley and Chairman Jonke were present. Legislators Montgomery and Nacerino were absent. Also present was Legislative Counsel Firriolo.

Chairman Jonke requested the Clerk read the Public Notice:

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that pursuant to Article 25-AA of the Agriculture and Markets Law of the State of New York, Section 303-b, that one or more requests have been received by the Putnam County Legislature for inclusion of predominately viable agricultural land within Putnam County's certified Agricultural District.

FURTHER NOTICE is hereby given that the Putnam County Agriculture and Farmland Protection Board has considered the requests for inclusion and reported which parcels for inclusion would serve the public interest by assisting in maintaining a viable agricultural industry within the District.

FURTHER NOTICE is hereby given that the parcels requested for inclusion are:

Town of Putnam Valley:

Hollister Hills Farm (Stag Millwork LLC) – Tax Map #72.-1-33 (66.44 Acres) Total Acreage: 66.44

Town of Southeast:

BarnDog LLC – Tax Map #80.-1-3.3 (4.99 acres); Tax Map #80.-1-3.2 (32.62 Acres); and Tax Map #80.-1-3.1 (27.91 Acres) Total Acreage: 65.52

Total acreage in petitions: 131.96

FURTHER NOTICE is hereby given that a Public Hearing will be held on Wednesday, July 5, 2023 at 6:45 P.M. in the Historic Courthouse, Carmel, New York, to consider these requests for inclusion and the recommendations of the Putnam County Agriculture and Farmland Protection Board.

BY ORDER OF THE PUTNAM COUNTY LEGISLATURE  
Diane Schonfeld  
Clerk

**Chairman Jonke read the procedure for making comments at the Public Hearing.**

**There being no other members of the public wishing to speak, at 6:50 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Sayegh. All in favor.**

**Respectfully submitted by Diane Schonfeld, Clerk.**



THE PUTNAM COUNTY LEGISLATURE

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

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



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

**AGENDA  
PUBLIC HEARING  
ON INCLUSION IN THE AGRICULTURAL DISTRICT  
TO BE HELD BY THE  
PUTNAM COUNTY LEGISLATURE  
IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512**

**Wednesday                      July 5, 2023                      6:45 P.M.**

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Reading of Public Notice**
- 4. Procedure for Comment/ Legislative Chairman Jonke**
- 5. Public Comment**
- 6. Adjournment**

**Michele Alfano- Sharkey**  
*County Auditor*

**Francine Romeo**  
*Deputy County Auditor*



**COUNTY AUDITOR**

#50

**County Office Building**  
**40 Gleneida Avenue**  
**Carmel, New York 10512**  
**Main (845)808-1040**  
**Fax (845)808-1900**

**TO:** Putnam County Legislature

**FROM:** Michele Alfano-~~Sharkey~~  
County Auditor *MAS*

**DATE:** July 26, 2023

**RE:** Refund of Taxes

This is the report for July 26, 2023 provided by Real Property Tax Law- Section 556, Paragraph (c).

There was no activity during this reporting period.

#6a

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A042)/ HEALTH DEPARTMENT/ PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS GRANT/ PERSONNEL & TEMPORARY**

**WHEREAS, February 2023, the New York State Department of Health announced the Public Health Infrastructure, Workforce, and Data System Grant; and**

**WHEREAS, the Putnam County Department of Health was awarded \$692,296 over a five (5) year period through Health Research Incorporated (HRI) for the purpose of strengthening the workforce and foundational capabilities of the County Public Health Department; and**

**WHEREAS, at the May 9, 2023 Health, Social, Educational & Environmental Committee meeting, Supervising Public Health Educator Shanna Siegel provided a presentation on said grant award; and**

**WHEREAS, the current grant period is from 12/1/2022 through 11/30/2027; and**

**WHEREAS, Interim Commissioner of Health Dr. Michael Nesheiwat has requested a budgetary amendment (23A042) to account for this grant award; and**

**WHEREAS, the Health Department is budgeting for a full-time Public Health Data and Informatics Specialist position at \$79,031 with a 2% COLA raise per year, and a part-time Quality Improvement/ Performance Management (QIPM) Coordinator position at 21 hours per week, at an hourly rate of \$43.42; and**

**WHEREAS, the expected start date for both positions is approximately 10/01/23; and**

**WHEREAS, in addition to salaries and benefits, funding for training and education has been included within this amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**Increase Estimated Appropriations:**

<b>26401001 51000 10205 (66108)</b>	<b>Personnel Services - Public</b>	
	<b>Health Data &amp; Informatics Specialist</b>	<b>19,758</b>
<b>26401001 51094 10205</b>	<b>Temporary</b>	<b>11,854</b>
<b>26401001 54640 10205</b>	<b>Education &amp; Training</b>	<b>1,000</b>
<b>26401001 58001 10205</b>	<b>Retirement</b>	<b>1,853</b>
<b>26401001 58002 10205</b>	<b>FICA</b>	<b>2,418</b>

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
 Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
 Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

<b>26401001 58004 10205</b>	<b>Workers Comp</b>	<b>241</b>
<b>26401001 58006 10205</b>	<b>Dental</b>	<b>499</b>
<b>26401001 58011 10205</b>	<b>Health Insurance</b>	<b>2,223</b>
<b>26401001 58012 10205</b>	<b>Vision</b>	<b><u>22</u></b>
		<b>39,868</b>

**Increase Estimated Revenues:**  
**26401001 444892 10205**      **Public Health Infrastructure Grant**      **39,868**

**2023 Fiscal Impact – 0 –**  
**2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
 Legislator Castellano \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Nacerino \_\_\_\_\_  
 Legislator Sayegh \_\_\_\_\_  
 Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Interim Commissioner Of Finance



cc: all  
Pers  
ATA

SHEILA M. BARRETT  
Deputy Commissioner Of Finance

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk  
From: Sheila M. Barrett, Deputy Commissioner of Finance *SMB*  
Re: Budgetary Amendment - **23A042**  
Date: July 5, 2023

At the request of the Commissioner of Health, the following budgetary amendment is required. (effective October 1, 2023)

**Increase estimated appropriations:**

26401001.51000.10205 (66108)	Personnel Services	19,758
	Public Health Data and Informatics Specialist	
26401001.51094.10205	Temporary	11,854
26401001.54640.10205	Education & Training	1,000
26401001.58001.10205	Retirement	1,853
26401001.58002.10205	FICA	2,418
26401001.58004.10205	Workers Comp	241
26401001.58006.10205	Dental	499
26401001.58011.10205	Health Insurance	2,223
26401001.58012.10205	Vision	22

**Increase estimated revenues:**

26401001.444892.10205	Public Health Infrastructure Grant	39,868
-----------------------	------------------------------------	--------

Fiscal Impact - 2023 - 0

Fiscal Impact - 2024 - 0

This Resolution is necessary to recognize the NYS Department of Health Public Health Infrastructure, Workforce and Data Systems Grant. The grant was awarded at \$692,296 for the period 12/1/2022 through 11/30/2027. The new position created is contingent upon renewal of the grant beyond 11/30/2027.

Approved:

Kevin M. Byrne  
County Executive

Please forward to the appropriate committee.

Approved:

2023 JUL -6 AM 9:38  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY



**PUTNAM COUNTY DEPARTMENT OF HEALTH**

1 Geneva Road, Brewster, NY 10509 ■ 845-808-1390  
www.putnamcountyny.gov/health

A PHAB-ACCREDITED HEALTH DEPARTMENT

**Kevin M. Byrne**  
COUNTY EXECUTIVE

**Michael J. Nesheiwat, MD**  
INTERIM COMMISSIONER OF HEALTH

## MEMORANDUM

**TO:** Michael Lewis, Commissioner of Finance

**FROM:** William A. Orr, Jr., Senior Fiscal Manager **WAO**

**DATE:** June 29, 2023

**RE:** **Budgetary Amendment**

Please review and approve the Budgetary Amendment as regards to the Public Health Infrastructure Award, and upon approval, please forward to the Personnel Committee and Health Committee.

<b>Increase Revenue:</b> 26401001-444892-10205 Public Health Infrastructure	\$39,868
<b>Total Revenue</b> <u>\$39,868</u>	
<b>Increase Expense:</b> 26401001-51000-10205 Public Health Infrastructure	\$19,758
<b>Increase Expense:</b> 26401001-51094-10205 Public Health Infrastructure-QIPM Coordinator	\$11,854
<b>Increase Expense:</b> 26401001-58001-10205 Public Health Infrastructure Retirement (12 months)	\$ 1,853
<b>Increase Expense:</b> 26401001-58002-10205 Public Health Infrastructure FICA (12 months)	\$ 2,418
<b>Increase Expense:</b> 26401001-58004-10205 Public Health Infrastructure Workers Comp (12 months)	\$ 241
<b>Increase Expense:</b> 26401001-58006-10205 Public Health Infrastructure Dental (12 months)	\$ 499

**Increase Expense: 26401001-58008 -10205** \$ 2,223  
Public Health Infrastructure Health Insurance (12 months)

**Increase Expense: 26401001-58009-10205** \$ 22  
Public Health Infrastructure Vision

**Increase Expense: 26401001-54640-10205** \$ 1,000  
Public Health Infrastructure Education & Training

**Total Expense** \$39,868

**Fiscal Impact** **\$0.00**

In February 2023, NYS Department of Health announced the Public Health Infrastructure, Workforce, and Data Systems Grant. Putnam County Department of Health was awarded \$692,296 over a five-year period through Health Research Incorporated (HRI) for the purpose of strengthening the workforce and foundational capabilities of the county public health department. The current Grant period is 12/1/2022-11/30/2027. NYSDOH has notified all local health departments to budget the entire allocated award, despite the 12/1/2022 start date. Currently, we are budgeting for a full-time Public Health Data and Informatics Specialist and a part-time Quality Improvement/Performance Management (QIPM) Coordinator (Please see attached draft Job Specifications).

The annual salary for the Public Health Data and Informatics Specialist starts at \$79,031 with a 2.00% COLA raise per year. Fringe Benefits are also budgeted annually with a 2% increase per year. Recommended salaries and job specifications were provided by the Personnel Department based on scope of duties and compensation from surrounding counties. The QIPM Coordinator position is 21 hours per week, at an hourly rate of \$43.42. Fringes (FICA) for the part-time position has also been budgeted. The expected start date for both positions is approximately 10/1/2023.

In addition to salaries and benefits, funding for training and education has been included within this Amendment.

Also attached is an Excel spreadsheet delineating the anticipated full Award Expenditures over the five-year Grant period. The first year beginning 10/1/2023 has been prorated, also 2027, the final year of the Grant, has been prorated. We will include a Budget in 2024 and subsequent years.

WAO: mb  
Attachment

## PUBLIC HEALTH DATA AND INFORMATICS SPECIALIST

**DISTINGUISHING FEATURES OF THE CLASS:** This is a highly technical position that will play a critical role in public health data modernization efforts at the Putnam County Department of Health. incumbent will evaluate departmental data collection, management, and analysis needs, and then implement optimal tech solutions. The incumbent will also work closely with the epidemiologist, obtaining and analyzing health data to monitor trends in the community, support epidemiologic investigation, and evaluate public health programs and interventions. Work requires advance knowledge of informatics, applied epidemiology and biostatistics for public health practice. The Public Health Data and Informatics Specialist works under the direct supervision of the Epidemiologist and may exercise supervision over subordinate staff or interns.

### **TYPICAL WORK ACTIVITIES:**

Evaluates departmental data system needs and advises on technological solutions;  
Assists the Epidemiologist in the collection, analysis, interpretation, visualization, and reporting of health data to determine and evaluate community health needs;  
Designs, manages, and utilizes databases for analysis of health issues and program evaluation;  
Analyzes and interprets data from secondary sources using appropriate statistical methods;  
Supports primary data collection activities such as surveys and focus groups including instrument development, sampling strategy, statistical analysis, and writing of reports detailing findings;  
Provides oversight, supervision, and research analytics in relation to the Community Health Assessment (CHA);  
Responds to internal and external requests for health statistics;  
Works to integrate performance improvement programs and initiatives to continuously enhance practices, standards of care, services, and programs through tracking indicators, analyzing trends, quality assurance, and improvement activities;  
Assists department in the use of relevant methods for planning and program evaluation;  
Support disease surveillance and epidemiologic investigations, including outbreak investigations;  
Collaborates with Putnam County IT Department;  
Works to ensure that the public has access to accurate and timely data as necessary;  
Performs related work as required

*Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.*

### **FULL PERFORMANCE KNOWLEDGE, SKILLS, AND ABILITIES:**

Good knowledge of database management and design principles; good knowledge of the principles, theories, and techniques of descriptive and inferential statistics; good



PUBLIC HEALTH DATA AND INFORMATICS SPECIALIST (cont'd)

knowledge of current developments in the field of statistics or biostatistics; good knowledge of a variety of statistical software tools for data collection and analysis; working knowledge of public health and/or behavioral health practice and related sources of population data; working knowledge of the regulations and objectives of health department programs; ability to manipulate data into different standard formats; ability to comprehend and maintain complex records and data files; ability to design and manage a database to meet public health needs as they emerge; ability to prepare written reports and summaries including charts and graphs; ability to use established mathematical and biostatistical methods; ability to establish and maintain effective work relationships; ability to communicate effectively both verbally and in writing; initiative; resourcefulness; sound professional judgment; tact and courtesy.

MINIMUM QUALIFICATIONS: Either

- a) Graduation from a regionally accredited or New York State registered college or university with a Master's degree in Epidemiology, Biostatistics, or Data Analytics *and* one (1) year of experience in technical or quantitative research or biostatistical analysis; or
- b) Graduation from a regionally accredited or New York State registered college or university with a Master's degree in Public Health, Math, or Computer Science *and* two (2) years of experience in technical or quantitative research or biostatistical analysis; or
- c) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in statistics, data analytics, or a closely related field, *and* four (4) years of experience in technical or quantitative research work, health informatics, or biostatistical analysis; or
- d) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree *and* six (6) years of experience in technical or quantitative research work, health informatics, or biostatistical analysis

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/US Secretary of Education.

## QUALITY IMPROVEMENT PERFORMANCE MANAGER

### DISTINGUISHING FEATURES OF THE CLASS:

This is professional work determining the overall effectiveness and quality of services provided by the Health Department. Work involves development and coordination of the quality improvement plan and accreditation process and activities for the department, including maintenance of the Quality Improvement Performance Management plan, workforce development planning, implementation, and coordination of the quality assurance and utilization review programs of the Putnam County Department of Health. This position is responsible for reviewing the quality of care and the quality of reporting across the department and working with departmental staff to make changes and improve standards of customer service where necessary. In addition, this position must be knowledgeable with all applicable regulations, standards and clinical standards for all populations served by the Department. Other duties include assisting, planning, and directing the implementation of Quality Improvement initiatives across the department. The incumbent also serves as a liaison between the department, contract agencies and the Quality Improvement Committee. The work is performed under the general supervision of the Commissioner. Supervision of staff as it relates to compliance with established quality improvement plans and accreditation processes may be a function of this position.

### TYPICAL WORK ACTIVITIES:

- Leads and participates in selected program performance reviews to determine appropriateness of service and reporting;
- Leads and participates in the Quality Improvement Performance Management Committee;
- Oversees department policy and procedure annual review and revision;
- Prepares reports on clinic records compliance and submits findings and recommendations for improvement to administrators responsible for those units;
- Assists and participates in committee meetings dealing with compliance, quality improvement and utilization review;
- Develops and coordinates a department-wide quality improvement program that evaluates the quality, outcomes and effectiveness of public health services; analyzes and prepares related reports for administrative review;
- Promotes and ensures department compliance with applicable federal and state regulations and accreditation requirements related to quality improvement, performance improvement and workforce development; coordinates quality improvement and performance improvement plans to reflect department needs, trends, etc.
- Develops and implements organizational initiatives to support accreditation and public health regulation;
- Oversees and revises the Quality Improvement Performance Management plan;
- Oversees and follows-up on customer service by all department programs;
- Leads department-wide accreditation and Quality Improvement Performance Management initiatives;
- Oversees project prioritization and timeline management of the Quality Improvement Performance Management and Public Health Accreditation Programs;
- Completes statistical and narrative reports for the Commissioner and discusses findings with the Quality Improvement Performance Management Committee and other administrative staff;
- Collaborates with the Putnam County IT department;
- Assists and coordinates in-service training with Workforce Development Committee for departmental employees on procedures related to quality improvement performance management;

Identifies needed changes and clarifications on public health regulatory issues and quality improvement programs, including program performance review of activities, and participates in related plans/actions to make necessary changes, including ongoing monitoring of recommended corrective actions to ensure follow up;  
Participates in the design, data collection and analysis of performance measures and quality improvement activities for the department and contract agencies;  
May act as HIPAA consultant to advise staff and assure that policy and procedures are adhered to, and will report breaches to the Commissioner;  
Does related work as required.

*Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as inappropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.*

#### FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES:

Thorough knowledge of the principles and practices of public health, regulations, quality improvement, and performance management including population based health improvements; good knowledge of the factors which contribute to public health; good knowledge of the terminology of the field; good knowledge of clinical quality measures; working knowledge of the services, policies and procedures of public health; good knowledge of statistics; good knowledge of database management and spreadsheets; ability to coordinate and promote collaborative work of different groups and individuals; ability to work independently; ability to facilitate planning processes, understand how systems work, develop work plans and create timelines for project implementation; ability to define priorities and resolve problems that may occur; ability to prepare and present ideas clearly and concisely, both orally and in writing; ability to develop and implement new operating procedures, methods, and policies; ability to analyze, prepare, format and present data in a variety of computer statistical reports; ability to describe and apply skills of core competencies within the context of the essential public health sciences; ability to follow complex verbal and written directions; good judgment, accuracy, integrity, resourcefulness, and tact

#### MINIMUM QUALIFICATIONS:

A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in Nursing, Public or Business Administration, Business Management, Accounting, Health or Human Service Administration, or a closely related field and one (1) year of experience which must have included quality improvement; OR

B) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree and three (3) years of experience which must have included quality improvement; OR

C) Graduation from a regionally accredited or New York State recognized college or university with an Bachelor's degree in Nursing, Public or Business Administration, Business Management, Accounting, Health or Human Service Administration, or a closely related field and three (3) years of experience which must have included quality improvement: OR

D) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree and five (5) years of experience which must have included quality improvement

SPECIAL NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.



# 66

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ FUND TRANSFER (23T158)/ DEPARTMENT OF SOCIAL SERVICES/ HEALTH INSURANCE**

**WHEREAS, the Commissioner of Social Services has requested a fund transfer (23T158) to provide Health Insurance coverage for Sr. Clerk position due to change in hours from 25 hours per week to 30 hours per week effective 10/1/23 to be proposed in the Child Advocacy Center’s (CAC) Office of Children and Family Services (OCFS) grant renewal for the period 10/1/23 – 9/30/24; and**

**WHEREAS, said position is split 75% (CAC) and 25% Social Services (DSS); and WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it**

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

<b>22070000 51000 601303102</b>	<b>CAC Pers. Services</b>	
	<b>Sr. Clerk – beginning 10/1/23</b>	<b>2,165</b>
<b>22070000 58002 601303102</b>	<b>CAC FICA – 10/1/23</b>	<b>18</b>
<b>10102000 51000 601002126</b>	<b>DSS Pers. Services</b>	
	<b>CPS Caseworker – 10/1/23</b>	<b><u>2,952</u></b>
		<b>5,135</b>

**Increase:**

<b>22070000 58008 601303102</b>	<b>CAC – Health Ins.</b>	<b>2,183</b>
<b>10102000 51000 601303102</b>	<b>DSS – Pers. Services</b>	<b><u>2,952</u></b>
		<b>5,135</b>

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact \$6,924**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

**COUNTY OF PUTNAM**  
**FUND TRANSFER REQUEST**

*cc: all  
Pers  
A+A*

*Reso*

**TO:** Commissioner of Finance  
**FROM:** Sheila Barrett, Deputy Commissioner of Finance *JMB*  
**DEPT:** Finance  
**DATE:** June 16, 2023

**I hereby request approval for the following transfer of funds:**

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
22070000.51000.601303102 CAC Personnel Services <i>(beginning October 1, 2023)</i> <i>Sr. Clerk</i>	22070000.58008.601303102 CAC – Health Insurance	\$ 2,165.00	Health Insurance due to change in hours 25 hpw to 30 hpw
22070000.58002.601303102 CAC FICA <i>(beginning October 1, 2023)</i>	22070000.58008.601303102 CAC – Health Insurance	\$ 18.00	Health Insurance due to change in hours 25 hpw to 30 hpw
10102000.51000.601002126 DSS Services – Personnel Serv. <i>(beginning October 1, 2023)</i> <i>CPS Caseworker</i>	10102000.51000.601303102 DSS Services – Personnel Services	\$ 2,952.00	Health Insurance due to change in hours from 25 hpw to 30 hpw
<b>Total</b>		<b>\$ 5,135.00</b>	

2023 JUN 22 PM 1:22  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

**23T158**  
SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2023 Fiscal Impact \$ -0-  
2024 Fiscal Impact \$ 6,924.00

\_\_\_\_\_  
Department Head Signature/Designee      Date

**AUTHORIZATION:**

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

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

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

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

*23T158*

KEVIN BYRNE  
County Executive

MICHAEL J. PIAZZA, Jr.  
Commissioner  
37A298@dfa.state.NY.US

SARA SERVADIO  
Deputy Commissioner  
Sara.Servadio@dfa.state.NY.US

GRACE M. BALCER  
Fiscal Manager  
37A279@dfa.state.NY.US



DEPARTMENTS OF MENTAL HEALTH  
SOCIAL SERVICES AND YOUTH BUREAU

ELIZABETH BARCAVAGE  
Director of Eligibility  
Elizabeth.Barcavage@dfa.state.NY.US

FRANK MAROCCO, ESQ.  
Director of Children and  
Family Services  
Frank.Marocco@dfa.state.NY.US

FAYE THORPE, ESQ.  
Counsel for DSS  
Faye.Thorpe@dfa.state.NY.US

MEMORANDUM

**TO:** Michael Lewis  
Commissioner of Finance

**FROM:** Michael J. Piazza, Jr.  
Commissioner of MH/DSS/YB

**DATE:** 6/14/23

**RE:** 2023 DSS Budgetary Amendment

Your approval is requested to amend the DSS budget to increase Elaine Haskell's hours from 28 hrs. wk. to 30 hrs./wk., split position 75% to the CAC, 25% Services, and provide Health Insurance (Ind.), effective 10/1/23 to be proposed in the CAC's OCFS (Office of Children and Family Services) grant renewal for the period 10/1/23 – 9/30/24. For CY 2023, it is projected that there will be a savings in Services in salaries - \$62,766 and Health Insurance - \$39,615 due to vacancies as of 6/2/23 through year-end resulting in no fiscal impact for 2023. (Supporting documentation attached).

Decrease Appropriations:

22070000	601303102	Sr. Typist Clerk	\$2,165	
	58002	Soc. Security	18	\$2,183

Increase Appropriations:

22070000	58008	Health Insurance	\$2,183	
		Fiscal Impact (23)	-0-	
		Fiscal Impact (24)	-0-	
				Grant funded

(2)

Decrease Appropriations:

10102000	601002126	CPS Caseworker	\$2,952	\$2,952
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Increase Appropriations:

101020000	601303102	Sr. <del>Typist</del> Clerk	\$2,952	\$2,952
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		Fiscal Impact (23)		-0-
		Fiscal Impact (24)		\$6,924

Should you have any questions or require additional information, do not hesitate to contact me.

cc: G. Balcer  
M. Behler  
S. Servadio



Page 2

		22070000						10102000					
		Gr/Step	Annual (CY) Salary				Hrly Rate	Hours	Total				
E. Haskell		8-4 .8571	2023	47,226	10/1-12/31/23			30.2746	390	11,807	75%	8,855	2,952
Sr. Clerk		8-4 .80		44,078				30.2746	364	11,020	75%	8,265	2,755
				Retirement	FICA	WC	DENTAL	HEALTH	VISION	TOTAL			
Fringe:	Curent salary- E.H.	44,078		5,914	3,372	536	1,994	0	242	12,058			
	Adjusted salary, eff 10/1	41,913		0.134171242 5,624	0.076500749 3,206	0.012160261 166.17/mo. 510	1,869	2,371	20.17/mo. 227	13,807			
	1/1-9/30 33,058												
	10/1-12/31 8,855	-2,165		-290	-166	-26	-125	2,371	-15	1,749			
	M.B.			5472	2839	87	491	13532	43				
	M.H.			330	432	69	199	0	24				
	Total Fringes			11,426	6,477	666	2,559	15,903	294				

CAC CY 2023 ADOPTED COUNTY BUDGET				BGT ADJUST FOR EH	ADJUSTMENT	10102000	E.H. salary	
51000	Coord. .40	601303101	37,116	37,116	0	0	33,058	1/1-9/30/23
	Sr. Typist 28 hrs	601303102	44,078	41,913	-2,165	2,952	11,807	10/1-12/31/23
	Foren.Int/Outreach .10	601302104	5,641	5,641	0	0	44,865	
	Total Salaries		86,835	84,670	-2,165	2,952		
54310	Office Supplies		773	773	0	0		
54311	Printing		180	180	0	0		
54313	Books, Supp, dues		900	900	0	0		
54314	Postage		10	10	0	0		
54410	Supplies		800	800	0	0		
54560	Equip Rental		2,559	2,559	0	0		
54634	Telephone		1,730	1,730	0	0		
54640	Ed/Training		4,100	4,100	0	0		
54675	Travel		300	300	0	0		
55314	Chgbk Postage		24	24	0	0		
55646	Chgbk Contracts		25,247	25,247	0	0		
	Total Contractual		36,623	36,623	0	0		

Page 2 of 2

CAC CY 2023 ADOPTED COUNTY BUDGET			BGT ADJUST FOR EH	ADJUSTMENT	10102000
58001	Retirement	11716	11716	0	
58002	Soc. Sec.	6643	6625	-18	
58003	Disability	62	62	0	
58004	Workers Comp	692	692	0	
58006	Dental	2685	2685	0	
58007	Life	256	256	0	
58008	Health	13720	15903	2183	790
58009	Vision	309	309	0	
58011	Flex	866	866	0	
	Total Fringe	36949	39114	2165	
		160,407	160,407	0	
	Revenue	153,119	153,119	0	
	City	7,288	7,288	0	

6/2/23 gb

EST. COUNTY FISCAL IMPACT - CY 2024

CAC Office Mgr. .8571 (30 hrs/wk) .75/.25	CY 2024				
Est. Fringe	ANNUALIZED 2023 SALARY	CAC 22070000		SVCS 10102000	
	47226	35420	0.75	11807	0.25
Retirement	6323				
Soc. Security	3613				
WC	574				
Dental	1994				
Health	12913				
Vision	<u>242</u>				
	25659	19244		6415	
	0.543323593				
	FB rate				
Total	72885	54664		18221	
		Grant funded		11297	Approx. 62% reimbursement
				6924	Cty

6/2/23 gb

ANALYSIS OF SVCS. - PERSONNEL SERVICES AND HEALTH INSURANCE.  
10102000

PERSONNEL SVCS.	2023 Adopted	2023 Projected YE	Difference
601002101 Dir Child/Fam Svcs.	130,876	130,876	0
601002103 CPS Supervisor	102,023	105,083	-3,060
601002104 Caseworker	76,470	76,470	0
601002105 Caseworker	72,829	72,829	0
601002106 Caseworker	75,280	25,740	49,540 Vacant
601002108 CPS Caseworker	59,595	59,595	0
601002110 Caseworker	80,294	80,294	0
601002111 Typist	54,630	54,630	0
601002112 Caseworker	97,597	102,361	-4,764
601002115 Sr Acct Clerk	65,369	65,369	0
601002117 CPS Caseworker	72,829	72,829	0
601002118 CPS Caseworker	80,294	80,294	0
601002119 Case Supvr	104,636	104,636	0
601002120 CPS Caseworker	77,426	77,426	0
601002121 Caseworker	80,294	80,294	0
601002123 Caseworker (SP)	72,829	72,829	0
601002124 Caseworker	72,829	72,829	0
601002125 CPS Caseworker	80,294	80,294	0
601002126 CPS Caseworker	80,294	50,427	29,867
601002128 CPS Caseworker (SP)	72,829	72,829	0
601002129 Sr. Caseworker CPS	95,421	95,421	0
601002130 Sr. Caseworker CPS	65,329	88,230	-22,901
601002131 Sr. Caseworker	92,641	92,641	0
601002132 Caseworker	72,829	72,829	0
601002133 Caseworker	66,598	55,844	10,754
601002134 CPS Caseworker (SP)	59,595	46,071	13,524 Vacant
601002135 Caseworker Asst.	56,408	68,449	-12,041
601002999 Reclass to Sr. Casewkr	3,715	1,858	1,857
601303101 Coord. CAC	55,674	55,674	0
601004103 Caseworker	84,308	84,308	0
731010104 Youth Director	17,973	17,973	0
731010904 Salary adj.	1,692	1,692	0
	2,281,700	2,218,924	62,776 Projected Savings to date as of 6/1/23.

HEALTH INSURANCE

BUDGET 665,677.00  
AS OF 5/19 PAYROLL 238,767.76  
AVAILABLE BALANCE 426,909.24

CURRENT AMT. PER PAY PERIOD 23,376.44  
14 PAY PERIODS TO YE 14  
327,270.16

Est. Health Insurance for 3 new employees for the balance of the yr. 60,023.88

PROJ. SAVINGS AT YEAR END 39,615.20

6/2/23 gb

#6C

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ FUND TRANSFER (23T162)/ YOUTH BUREAU/ TEMPORARY**

**WHEREAS, the Executive Director of the Youth Bureau, Janeen Cunningham, has requested a fund transfer (23T162) to cover the salary of a Part-Time Temporary employee beginning Monday, August 14, 2023 through Friday, December 29, 2023 covering for a Full-Time Youth Program Specialist out on maternity leave; and**

**WHEREAS, the employee rate will be \$20.00 an hour for 20 weeks totaling \$11,200 for that period; and**

**WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it**

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

**10731000 51000 10112      Pers. Serv – Youth Deputy Director      11,200**

**Increase:**

**10731000 51094      Temporary – Youth 8/14/23-12/29/23      11,200**

**2023 Fiscal Impact – 0 –**

**2024 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

**COUNTY OF PUTNAM  
FUND TRANSFER REQUEST**

*cc: all  
Pers  
A+A*

*RESO*

**TO: Commissioner of Finance**  
**FROM: Sheila Barrett, Deputy Commissioner of Finance** *SMB*  
**DEPT: Finance**  
**DATE: June 19, 2023**

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10731000.51000.10112 Personnel Services – Youth Deputy Director	10731000.51094 Temporary – Youth (August 14 thru December 29, 2023)	\$11,200.00	Cover maternity leave
	<b>Total</b>	<b>\$11,200.00</b>	

**23T162**

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2023 Fiscal Impact \$ -0-  
 2024 Fiscal Impact \$ -0-

2023 JUN 22 PM 1:21  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

\_\_\_\_\_  
 Department Head Signature/Designee

Date

AUTHORIZATION:

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

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

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

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

*23T162*

**KEVIN BYRNE**  
*County Executive*

**MICHAEL PIAZZA, JR.**  
*Commissioner*



## **YOUTH BUREAU**

**SARA SERVADIO**  
*Deputy Commissioner*

**JANEEN CUNNINGHAM**  
*Executive Director*

**TO:** Mike Lewis, Putnam County Interim Commissioner of Finance

**CC:** Michael Piazza, Commissioner of Social Services, Mental Health & Youth Bureau  
Grace Balcer, Fiscal Manager

**FROM:** Janeen Cunningham, Putnam County Youth Bureau Executive Director *Jmc*

**DATE:** June 16, 2023

**RE:** Budget Transfer

Due to a full-time Youth Program Specialist being out on maternity leave, the Youth Bureau would like transfer money to cover the salary of a part-time temporary employee beginning on Monday, August 14, 2023 through Friday, December 29, 2023. The employee rate will be \$20 an hour for a 20-week period totaling the amount of \$11,200. for that period.

**Decrease Appropriations:**

10731000 731010112 DEPUTY YOUTH DIRECTOR (VACANT) -\$11,200

**Increase Appropriations:**

10731000 51094 TEMPORARY \$11,200

Fiscal Impact – (2023) -\$0-

Fiscal Impact – (2024) -\$0-

Please contact me if you have any questions or need additional information.

#6d

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ FUND TRANSFER (23T189)/ PLANNING DEPARTMENT AND SOIL & WATER/  
EDUCATION & TRAINING, TRAVEL AND CHARGEBACK AUTOMOTIVE**

**WHEREAS, the Administrative Director of the Planning Department has requested a fund transfer (23T189) to increase the Education & Training lines in Planning and Soil & Water to attend a conference and to increase the Soil & Water Travel and Chargeback Automotive lines; and**

**WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it**

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

**10802000 51000 (10101) Personnel – Commissioner of Planning 5,000**

**Increase:**

**10802000 54640 Planning – Education & Training 2,000  
10874500 54640 Soil & Water - Education & Training 2,000  
10874500 54675 Soil & Water – Travel 500  
10874500 55370 Soil & Water – Chgback Auto 500  
5,000**

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



**COUNTY OF PUTNAM  
FUND TRANSFER REQUEST**

*cc: all  
Pers.  
A+A  
RCSO*

**TO: Commissioner of Finance**  
**FROM: John Tully, Acting Administrator of Planning**  
**DEPT: Planning, Development & Public Transportation**  
**DATE: July 6, 2023**

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10802000.51000.10101 Personnel <i>Commissioner - Planning</i>	10802000.54640 Ed. & Training	\$2,000.	Increase Education & Training Line for conference for Planning
10802000.51000.10101 Personnel ✓	10874500.54640 Education & Trng	\$2,000.	Increase Education & Training Line for conference Soil & Water
10802000.51000.10101 Personnel ✓	10874500.54675 Travel	\$ 500.	Increase Travel Line Soil & Water
10802000.51000.10101 Personnel ✓	10874500.55370 Chargeback Auto	\$ 500.	Increase Chargeback Automotive Soil & Water
<b>Total</b>		<b>\$5,000</b> ✓	

SIGNATURES NOT NEEDED -- THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2023 Fiscal Impact \$ 0  
 20\_\_ Fiscal Impact \$ 0

\_\_\_\_\_  
 Department Head Signature/Designee Date

AUTHORIZATION:

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

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

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

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

2023 JUL - 6 PM 2: 10  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

*23T189*

#6e

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A045)/ PUBLIC WORKS/ STATE OF EMERGENCY STORM DAMAGE 7/9/23**

**WHEREAS, due to the recent storm on 7/9/23, and the associated flood damage throughout Putnam County, the Administrative Director of the Department of Public Works Thomas Feighery has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic; and**

**WHEREAS, an allocation of \$1 million has been requested with budgetary amendment (23A045) to cover initial costs associated with said work; and**

**WHEREAS, engineers (internal and external) have been assigned to conduct a full damage assessment which is ongoing at this point; and**

**WHEREAS, once this assessment is completed, the Department will have a more comprehensive and accurate damage report, along with the costs associated with the entirety of the required repair work; and**

**WHEREAS, it is anticipated that the overall amount will exceed the original allocation; and**

**WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:**

**10990100 59020 52309      Transfer Out – Capital Fund      1,000,000**

**Increase Estimated Revenues:**

**10131000 424011      Interest & Earnings      1,000,000**

**CAPITAL FUND:**

**Increase Appropriations:**

**55197000 53000 52309      State of Emergency Damage 7/09/23      1,000,000**

**Increase Estimated Revenues:**

**55197000 428601 52309      Transfer In – General Fund      1,000,000**

**2023 Fiscal Impact – 0 -  
2024 Fiscal Impact – 0 -**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner Of Finance



cc:all  
Phys  
A+A

SHEILA BARRETT  
Deputy Commissioner Of Finance

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

2023 JUL 13 PM 2:41  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Commissioner of Finance  
RE: **Budgetary Amendment – 23A045**  
DATE: July 13, 2023

At the request of the Administrative Director of the Putnam County Department of Public Works (DPW), the following budgetary amendment is necessary.

**General Fund:**

**Increase Appropriations:**

10990100 59020 52309      Transfer Out - Capital      \$ 1,000,000

**Increase Estimated Revenues:**

10131000 424011      Interest and Earnings      \$ 1,000,000

**Capital Fund:**

**Increase Appropriations:**

55197000 53000 52309      State of Emergency Damage 7.9.23      \$ 1,000,000

**Increase Estimated Revenues:**

55197000 428601 52309      Transfer In - General      \$ 1,000,000

Fiscal Impact - 2023 - \$ 0  
Fiscal Impact - 2024 - \$ 0

As stated in the attached memorandum, the above funding of \$1,000,000 is deemed necessary to respond to the recent storm events and associated flood damage throughout the Hudson Valley that began on Sunday, July 9, 2023. Such conditions have threatened the public safety of the citizens of Putnam County. DPW has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic. Engineers (internal and external), the Bureau of Emergency Services, and other county departments have been working collaboratively by conducting a full damage assessment. DPW will be able to report to the committee once they have a more accurate and comprehensive report. It is anticipated however, that additional funding will be necessary.

Please forward to the appropriate committee.

Approved

---

Kevin M. Byrne -County Executive



Joseph Bellucci  
Acting Deputy  
Commissioner



Thomas Feighery  
Administrative Director

TO: Paul Jonke, Chair of Putnam County Legislature  
FROM: Thomas Feighery, Administrative Director, PCDPW  
DATE: July 13, 2023  
RE: Storm Events/Budget

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Dear Chairman Jonke,

Due to the recent storm events and the associated flood damage throughout the Hudson Valley, The Putnam County DPW has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic. In order to expedite these measures, DPW Administration authorized certain local contractors to assist in these endeavors. To cover the initial costs associated with said work, The Putnam County DPW, Finance and Purchasing Departments are requesting an initial allocation of \$1,000,000. Putnam County DPW has also assigned Engineers (internal and external) to conduct a full damage assessment, which is ongoing at this point. Once this assessment is complete, we will have a more comprehensive and accurate damage report along with the costs associated with the entirety of the required repair work. We anticipate the overall amount to exceed the original allocation and will request a Budgetary Amendment as such.

cc: All Putnam County Legislators  
John Tully, Purchasing Director  
Mike Lewis, Commissioner of Finance

#6f

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY TRANSFER (23T153)/ PUBLIC WORKS/ CAPITAL PROJECTS/  
CLOSE OUT CP PROJECTS**

**WHEREAS, the Administrative Director of the Department of Public Works Thomas Feighery has requested a budgetary transfer (23T153) to close out various CP projects and transfer the remaining funds back to the County Facility Renovations account; and**

**WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary transfer; now therefore be it RESOLVED, that the following budgetary transfer be made:**

**CAPITAL FUND:**

**Decrease Estimated Appropriations:**

<b>55197000 531901 51509</b>	<b>CP1901 – Computer Upgrade – Highway</b>	<b>353.17</b>
<b>55197000 531902 51509</b>	<b>CP1902 – Jail Lighting – Sheriff</b>	<b>115.00</b>
<b>55197000 531908 51509</b>	<b>CP1908 – Demolish the Blue House</b>	<b>5,715.39</b>
<b>55197000 532101 51509</b>	<b>CP2101 – Generators 121 Main</b>	<b>20,048.11</b>
<b>55197000 532102 51509</b>	<b>CP2102 – Door Repl Sheriff Jail</b>	<b>5,332.00</b>
<b>55197000 532104 51509</b>	<b>CP2104 – Storm Debris</b>	<b><u>10,995.00</u></b>
		<b>42,558.67</b>

**Increase Estimated Appropriations:**

<b>55197000 53000 51509</b>	<b>County Facility Renovations</b>	<b>42,558.67</b>
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**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Interim Commissioner Of Finance



SHEILA BARRETT  
Deputy Commissioner Of Finance

cc: all  
Phys - July  
A+A

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Interim Commissioner of Finance  
DATE: June 15, 2023  
RE: **Budgetary Transfer – 23T153**

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2023 JUN 20 AM 9:57

At the request of the acting Commissioner of Highways & Facilities, the following budgetary transfer is required.

**CAPITAL FUND:**

**Decrease Estimated Appropriations:**

55197000 531901 51509	CP1901 Computer Upgrade – Highway	\$ 353.17
55197000 531902 51509	CP1902 Jail Lighting – Sheriff	\$ 115.00
55197000 531908 51509	CP1908 Demolish the Blue House	\$ 5,715.39
55197000 532101 51509	CP2101 Generators 121 Main	\$20,048.11
55197000 532102 51509	CP2102 Door Repl Sheriff, Jail	\$ 5,332.00
55197000 532104 51509	CP2104 Storm Debris	<u>\$10,995.00</u>
		\$42,558.67 ✓

**Increase Estimated Appropriations:**

55197000 53000 51509	County Facility Renovations	\$42,558.67
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Fiscal Impact – 2023 - \$0

Fiscal Impact – 2024 - \$0

This resolution is required to close out various CP projects and transfer to the Capital Projects reserve to fund future projects.

Please forward to the appropriate committee.

Approved: \_\_\_\_\_  
Kevin M. Byrne, County Executive

23T153

Joseph Bellucci  
Acting Deputy  
Commissioner



Thomas Feighery  
Administrative Director

DEPARTMENT OF  
HIGHWAYS & FACILITIES  
842 Fair Street  
Carmel, New York 10512  
Phone: 845-878-6331 Fax: 845-808-1908

TO: Michael Lewis, Commissioner of Finance  
CC: Michele Alfano-Sharkey, County Auditor; John Tully, Director of Purchasing  
Alexis Hawley, Assistant Supervisor of Planning & Design  
FROM: Joseph Bellucci, Acting Deputy Commissioner  
DATE: June 12, 2023

A handwritten signature in black ink, appearing to be "John", is written over the "FROM" line of the memo.

We would like to request the following individual CP projects to be closed. We understand these funds will be returned to account number 55197000 53000 51509.

55197000 531901 51509	CP1901 COMPUTER UPGRADE - HIGH	\$858.17
55197000 531902 51509	CP1902 JAIL LIGHTING - SHERIFF	\$115.00
55197000 531908 51509	CP1908 DEMOLISH THE BLUE HOUSE	\$5,715.39
55197000 532101 51509	CP2101 GENERATORS 121 MAIN, VT	\$20,048.11
55197000 532102 51509	CP2102 DOOR REPL SHERIFF JAIL	\$5,332.00
55197000 532104 51509	CP2104 STORM DEBRIS	\$10,995.00
		\$42,558.67

Thank you.



#69

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ PUTNAM COUNTY VETERANS' RESIDENCE/ LEASE AGREEMENTS**

**WHEREAS, the County of Putnam is the owner of certain real property, including the building situated thereon, located at 9 Drew Lane, Carmel, New York 10512, which is known as the Putnam County Veterans' Residence; and**

**WHEREAS, the Putnam County Veterans' Residence is operated as a communal residence for veterans who meet the established eligibility criteria; and**

**WHEREAS, the County of Putnam previously entered into separate lease agreements with certain veterans for single-residence rooms in the Putnam County Veterans' Residence; and**

**WHEREAS, said lease agreements expire on July 31, 2023, and the County of Putnam is again desirous of leasing same for a period of one (1) year to those veterans listed in Schedule "A", attached hereto; now therefore be it**

**RESOLVED, that the County of Putnam approves the leases between the County and those veterans listed in the attached Schedule "A"; and be it further**

**RESOLVED, that the County Executive is authorized to execute lease agreements with the veterans listed in the attached Schedule "A", for said single-residence rooms in the Putnam County Veterans' Residence at the rental amounts listed in the attached Schedule "A", which renewal leases shall be in substantial conformance with the form attached hereto as Schedule "B"; and be it further**

**RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate said lease agreements in the manner approved herein and as written; and be it further**

**RESOLVED, this Resolution shall take effect immediately.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

#6h

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ LIMITED WAIVER/ DEED RESTRICTION/ TOWN OF KENT TM NO.: 22.-1-23.2**

**WHEREAS, by deed dated December 12, 1990, which was recorded in the Office of the Putnam County Clerk on December 18, 1990 in Liber 1111 at Page 110, the County of Putnam conveyed a certain parcel of real property designated and described as Town of Kent TM No.: 22.-1-23.2 to the Town of Kent; and**

**WHEREAS, the County previously acquired Town of Kent TM No.: 22.-1-23.2 through a tax foreclosure proceeding; and**

**WHEREAS, said deed contains a reversionary interest requiring the County's express written consent in the event that the property is used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, or in the event that the property is used for other than a public purpose and benefit; and**

**WHEREAS, Sunberry Properties LLC is seeking to develop adjoining parcels of real property, identified as Town of Kent TM No. 22.-1-21; and**

**WHEREAS, it is expected that such project will result in economic development and job creation in the Town and the County; and**

**WHEREAS, in furtherance of this project, Sunberry Properties LLC has requested that the Town provide it with an easement across a certain portion of Town of Kent TM No.: 22.-1-23.2, for the purposes of accessing Town of Kent TM No.: 22.-1-21, from NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances therein to serve Town of Kent TM No.: 22.-1-21; and**

**WHEREAS, the Town of Kent is desirous of conveying such easement to Sunberry Properties LLC; and**

**WHEREAS, the Town of Kent has requested that the County of Putnam grant a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110 for such purpose; and**

**WHEREAS, Sunberry Properties LLC has agreed to pay the County of Putnam valuable consideration in the amount of sixty-five thousand dollars (\$65,000) for the County's consent to the easement; and**

**WHEREAS, the Physical Services Committee has reviewed and approved this matter; now therefore be it**

**RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein; and be it further**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**RESOLVED**, that the County of Putnam consents to and approves an easement across Town of Kent TM No.: 22.-1-23.2, which shall be in the substantial form and content contained in the attached Exhibit "A"; and be it further

**RESOLVED**, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM No.: 22.-1-21 would not be deemed uses of Town of Kent TM No.: 22.-1-23.2 for "other than a public use"; and be it further

**RESOLVED**, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect; and be it further

**RESOLVED**, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", Sunberry Properties LLC shall pay to the County the sum of \$65,000; and be it further

**RESOLVED**, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

**RESOLVED**, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

**RESOLVED**, this Resolution shall take effect immediately.

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

Approved  
#4  
Phys.  
7/18/23

RESOLUTION

APPROVAL/LIMITED WAIVER/DEED RESTRICTION/TOWN OF KENT TM NO.: 22.-1-23.2

WHEREAS, by deed dated December 12, 1990, which was recorded in the Office of the Putnam County Clerk on December 18, 1990 in Liber 1111 at Page 110, the County of Putnam conveyed a certain parcel of real property designated and described as Town of Kent TM No.: 22.-1-23.2 to the Town of Kent; and

WHEREAS, the County previously acquired Town of Kent TM No.: 22.-1-23.2 through a tax foreclosure proceeding; and

WHEREAS, said deed contains a reversionary interest requiring the County's express written consent in the event that the property is used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, or in the event that the property is used for other than a public purpose and benefit; and

WHEREAS, Sunberry Properties LLC is seeking to develop adjoining parcels of real property, identified as Town of Kent TM No. 22.-1-21; and

WHEREAS, it is expected that such project will result in economic development and job creation in the Town and the County; and

WHEREAS, in furtherance of this project, Sunberry Properties LLC has requested that the Town provide it with an easement across a certain portion of Town of Kent TM No.: 22.-1-23.2, for the purposes of accessing Town of Kent TM No.: 22.-1-21, from NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances therein to serve Town of Kent TM No.: 22.-1-21; and

WHEREAS, the Town of Kent is desirous of conveying such easement to Sunberry Properties LLC; and

WHEREAS, the Town of Kent has requested that the County of Putnam grant a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110 for such purpose; and

WHEREAS, Sunberry Properties LLC has agreed to pay the County of Putnam valuable consideration in the amount of sixty-five thousand dollars (\$65,000) for the County's consent to the easement; and

WHEREAS, the Physical Services Committee has reviewed and approved this matter; now therefore be it

RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein; and be it further

RESOLVED, that the County of Putnam consents to and approves an easement across Town of Kent TM No.: 22.-1-23.2, which shall be in the substantial form and content contained in the attached Exhibit "A"; and be it further

RESOLVED, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM No.: 22.-1-21 would not be deemed uses of Town of Kent TM No.: 22.-1-23.2 for "other than a public use"; and be it further

RESOLVED, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect; and be it further

RESOLVED, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", Sunberry Properties LLC shall pay to the County the sum of \$65,000; and be it further

RESOLVED, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

RESOLVED, this Resolution shall take effect immediately.

EXHIBIT "A"

## EASEMENT AGREEMENT

**EASEMENT AGREEMENT** (this “Easement Agreement”) made the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF KENT, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (the “**Town**”) and SUNBERRY PROPERTIES LLC, having an office address of 1834 Route 376, Poughkeepsie, New York 12603 (“Sunberry”).

### WITNESSETH

**WHEREAS**, the Town is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described on **Schedule “A”** which is attached hereto and made a part hereof (the “Town Parcel”); and

**WHEREAS**, Sunberry is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 21, and being more fully described on **Schedule “B”** which is attached hereto and made a part hereof (the “Sunberry Parcel” which together with the Town Parcel are collectively called herein the “Subject Parcels” and each of which Subject Parcels are sometimes referred to as a “Subject Parcel”); and

**WHEREAS**, to gain adequate access to the Sunberry Parcel for the purposes of future economic development, Sunberry seeks a permanent easement and right of way for all purposes of ingress to and egress from the Sunberry Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances,

upon, over, under and across a certain portion of the Town Parcel as more fully described in **Schedule “C”** which is attached hereto and made a part hereof (the “**Easement Area**”); and

**WHEREAS**, the County of Putnam (the “**County**”) granted and conveyed the Town Parcel to the Town by a deed dated December 12, 1990 and recorded in the Putnam County Clerk’s Office on December 18, 1990 (the “**County Deed**”, a copy of which is attached hereto and made a part hereof as **Schedule “D”**), wherein the County (i) reserved a right-of-way and easement across the Town Parcel, (ii) granted a right-of-way and easement to the Town across the Town Parcel; and (iii) created a reversionary interest for the County’s benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County’s express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit; and

**WHEREAS**, the Town Parcel is the site of the *Kent Recycling Center*, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for in this Easement Agreement subject to the conditions below; and

**WHEREAS**, on August 7, 2018, by Resolution No. 191 of 2018 (“**Resolution No.191**”, a copy of which is attached hereto and made a part hereof as **Schedule “E”**), the County of Putnam Legislature consented to and approved the grant of an easement and right-of-way on terms similar to the terms in this Easement Agreement, and confirmed that the construction and use of a driveway thereon to provide access to the Sunberry Parcel, would not be deemed uses of the Town Parcel for “other than a public purpose”; and



**WHEREAS**, on August 14, 2018, by Resolution No. 316 (“**Resolution No. 316**”, a copy of which is attached hereto and made a part hereof as **Schedule “F”**), the Town of Kent Town Board approved the grant of the easement and right-of-way on terms similar to the terms in this Easement Agreement as memorialized in the proposed agreement between the prior owner of the Sunberry Parcel (the “**Prior Sunberry Parcel Owner**”) and the Town (the “**Resolution No. 316 Easement Agreement**,” a copy of which is attached hereto and made a part hereof as **Schedule G**; and

**WHEREAS**, the grant of easement and right of way approved by the Town of Kent Town Board by Resolution No. 316 and as reflected in the Resolution No. 316 Easement Agreement was terminated by the Prior Sunberry Parcel Owner pursuant to Paragraph 7 of the Resolution No. 316 Easement Agreement by a termination document recorded in the Office of the Putnam County Clerk (the “**Termination**”, a copy of such Termination is annexed hereto and made a part hereof as **Schedule H**; and

**NOW THEREFORE**, the Town, in consideration of the premises and other good and valuable consideration received from Sunberry, the receipt of which is acknowledged, does hereby establish for the benefit of the Sunberry Parcel and any present and future owners of the Sunberry Parcel (each a “**Sunberry Parcel Owner**” and collectively the “**Sunberry Parcel Owners**”), and gives and grants unto each Sunberry Parcel Owner and such Sunberry Parcel Owner’s heirs, executors, administrators, legal representatives, successors and assignees forever, a permanent easement and right-of-way (collectively the “**Easement**”) upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Sunberry Parcel from and to NYS Route 52, and (ii) the installation, use, repair and

replacement and maintenance of utility lines and appurtenances to serve the Sunberry Parcel, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in **Paragraph 7** of this Easement Agreement:

**1. The Easement.**

The Easement shall run with the land in perpetuity for the benefit of the Sunberry Parcel and the Sunberry Parcel Owners, but the Easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

The Town reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or cause physical damage or injury to the Easement Area. The Town shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved non-exclusively to the Sunberry Parcel Owners. In addition, the Town shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express prior written approval of the Sunberry Parcel Owner at the time of such landscape work, and in such Sunberry Parcel Owner's sole discretion, with regard to the location and species of said trees, bushes or shrubs. The County of Putnam's rights provided for in the County Deed, including the County's right of way over the Town Parcel, shall be in no way limited, restricted or fettered by this Easement Agreement.

**2. Installation, Maintenance and Repair.**

The Sunberry Parcel Owner shall bear all costs and expenses for the installation of any and all improvements made by Sunberry Parcel Owner to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's established standards as well as all applicable building and other governmental codes, regulations and permits.

The Sunberry Parcel Owner (always to be read as inclusive of its successors and assigns) shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously (but subject to force majeure delays), so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area.

The Sunberry Parcel Owner shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to construct and install improvements to the Kent Recycling Center to improve ingress and egress to and from the Kent Recycling Center. Such improvements shall be vetted during the Town of Kent's review of the site plan application for future development of the Sunberry Parcel and shall include, as determined appropriate by the Town of Kent, the following elements or suitable alternatives: (1) improved access, including a queue lane, (2) landscape

screening from the Easement Area, and (3) secondary means of ingress and egress for the Kent Recycling Center.

The Town hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by the Sunberry Parcel Owner within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued (but subject to force majeure delays), and so long as customary insurance is maintained protecting the Town from the risks involved.

### **3. Insurance.**

The Sunberry Parcel Owner shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Town as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the Town at the address as set forth above or such other address as the Town shall specify. Certificates of insurance shall be provided to the Town within fifteen (15) days of a written request.

Prior to the Sunberry Parcel Owner commencing any construction work within the Easement Area, the Sunberry Parcel Owner shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of construction work in on or about the Easement Area, general liability insurance in a commercially reasonable amount

naming the Town as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### **4. Damage and Default.**

Regardless of availability of insurance proceeds, the Sunberry Parcel Owner shall promptly repair any damage to the Easement Area caused by the Sunberry Parcel Owner or Sunberry Parcel Owner's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Sunberry Parcel Owner fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently and commencing and continuing to perform the necessary work, the Town may make such repairs and the Sunberry Parcel Owner shall reimburse the Town for the cost thereof within thirty (30) days of presentation of documentation to Sunberry Parcel Owner which reasonably details such costs. In the event damage to the Easement Area occurs by casualty at no fault of the Town or the Sunberry Parcel Owner, the Town and the Sunberry Parcel Owner shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, the Town and the Sunberry Parcel Owner shall cooperate to the fullest extent reasonably required to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Sunberry Parcel Owner, the lien must

be bonded, satisfied or removed by the Sunberry Parcel Owner within thirty (30) days following the receipt of notice of the filing thereof.

**5. Indemnity.**

The Sunberry Parcel Owner shall indemnify, defend and save the Town harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Sunberry Parcel Owner and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Sunberry Parcel Owner or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

**6. Notices.**

All notices, requests, claims, demands, and other communications (together "Notices") hereunder shall be in writing and shall be sent by (i) overnight delivery using a nationally recognized overnight courier, (ii) personally delivered, or (iii) mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same as its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery. All Notices under this agreement shall be provided to the County of Putnam, in the care of the County Attorney, at 48 Gleneida Ave, Carmel Hamlet, NY 10512.

**7. Effective Date, Duration, Modification, Cancellation.**

This Easement Agreement is intended to be recorded by the Sunberry Parcel Owner following its full execution and delivery to the Sunberry Parcel Owner. Sunberry shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Sunberry Parcel and the Sunberry Parcel Owner shall not be exercised or deemed effective until and unless the Sunbury Parcel Owner receives the approval from the Town Board of the Town of Kent and from the County of Putnam and this Easement Agreement is recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Town or the Sunberry Parcel Owner. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the Town and the Sunberry Parcel Owner and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Sunberry Parcel Owner unilaterally by a written instrument executed and acknowledged by the Sunberry Parcel Owner releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office. The Sunberry Parcel Owner shall provide the Town with notice of such termination cancellation within fourteen (14) business days following such termination.

**8. Binding: Assignment.**

This Easement Agreement shall be binding upon and inure to the benefit of and be enforceable by the Town and its successors and assigns; and by Sunberry and the Sunberry Parcel Owner's heirs, executors, administrators, legal representatives, successors and assigns.

The Sunberry Parcel Owner may freely assign its rights hereunder to any person, firm or entity acquiring title to the Sunbury Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all the assignor's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to the Town, the assignor shall be released from all of its obligations thereafter arising hereunder.

**9. Non-Waiver.**

No waiver by a party hereto of any provision of this Easement Agreement shall constitute a waiver by such party of any other provision. No failure to insist upon or to enforce any provision of this Easement Agreement shall constitute or be interpreted as a waiver thereof.

**10. Governing Law.**

This Easement Agreement shall be governed by the laws of the State of New York.

**11. Severability.**

If any term or provisions of this Easement Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

**12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Sunberry Parcels shall at all times be subordinate to the terms of this Easement Agreement and to the County of Putnam's interests contained in the County Deed and any party foreclosing any



such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement Agreement.

**13. Reference to Agreement in Deeds.**

This Easement Agreement shall run with the land, and each and every owner of the Sunberry Parcel by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Easement Agreement, covenants and agrees to observe, perform and be bound by this Easement Agreement and to incorporate the same by reference in any deed or other conveyance of any portion of the Sunberry Parcel Owner but failure to incorporate this Easement Agreement by reference shall have no bearing on the effectiveness of this Easement Agreement.

**14. Interpretation**

The singular number as used in this Easement Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

**15. Recording.**

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Easement Agreement and the Easement created hereby shall run with the land in perpetuity.

**16. Consent of Putnam County.**

The County of Putnam shall be required to execute this Agreement for the limited purposes of confirming County of Putnam's consent to the grant of the Easement as herein

provided and that it does not consider the use of the Easement Area for access to the Sunberry Parcel Owner's Parcel to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

**17. Consent of Owners of the Sunberry Parcel.**

Sunberry, owner of the Sunbury Parcel, is executing this Easement Agreement for the purposes of consenting to the terms and provisions hereof and the recording of this Easement Agreement in the Putnam County Clerk's Office.

**18. Additional Consideration for Grant of Easement.**

Sunbury, in order to facilitate consideration of the grant by the County of its consent to the grant of the Easement provided for in this Easement Agreement, hereby agrees to pay to the County the sum of \$65,000 by official bank check drawn to the County's order, or by such other method as the County and Sunberry shall otherwise agree, to be delivered to the County immediately following the recording of this Easement Agreement.

**IN WITNESS WHEREOF**, the undersigned have signed this Easement Agreement as of the date first above written.

**TOWN OF KENT**

**SUNBERRY PROPERTIES LLC**

By: \_\_\_\_\_  
Name  
Title:

By: \_\_\_\_\_  
Name:  
Title

**Consented to and Confirmed By:**

THE COUNTY OF PUTNAM

By: \_\_\_\_\_

Name:

Title:

**ACKNOWLEDGMENTS FOLLOW**

STATE OF NEW YORK            )  
  )SS.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared JAMIE McGLASSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            )  
  )SS.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared STEPHEN HOARE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            )  
  )SS.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that **he/she** executed the same in **his/her** capacity, and that by **his/her** signature on the instrument, the person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Schedule A**

Description of Town Parcel

SCHEDULE "A"

LIACR 11.1.1 = 111

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 812.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1807.00 feet, a delta of 08°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 85°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 588.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 85°-55'-48" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

**Schedule B**

Description of the Sunbury Parcel



Tax Parcel Section 22. Block 1 Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at the corner formed by the intersection of the southwesterly side of SH 503 - Route 84 and the westerly side of Lorne Road;

RUNNING THENCE along the westerly side of Lorne Road, the following courses and distances:

South 14° 17' 35" West 12.51 feet;

South 6° 46' 20" West 35.47 feet;

South 13° 19' 50" West 90.89 feet;

South 13° 22' West 340.98 feet;

South 13° 48' 40" West 211.31 feet;

South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

RUNNING THENCE along lands now or formerly of Thomas and Mary A. Brogan, and lands now or formerly of Johns and lands now or formerly of Hickey and lands now or formerly of Lawson and lands now or formerly of Joseph and Antoinette Czaha and lands now or formerly of Vincent and Genoveffa Fouchet and lands now or formerly of Joseph and Aura Galfi and lands now or formerly of Patrick F. and Angela M. Gartlan, the following courses and distances:

North 87° 31' 10" West 106.34 feet;

North 89° 01' 20" West 280.46 feet;

North 87° 14' West 255 feet;

North 88° 31' West 165 feet;

South 13° 05' 10" West 207.31 feet;

South 17° 25' 50" West 82.40 feet;

South 4° 13' 50" West 147.60 feet;

South 11° 18' 30" West 94.60 feet;

South 6° 59' 20" West 258.51 feet;

South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

RUNNING THENCE along said last mentioned lands, North 76° 40' 20" West 463.68 feet to lands now or formerly of Kent Development Company, Inc.; and

RUNNING THENCE along last mentioned lands, the following courses and distances:

North 76° 35' West 214.49 feet;  
North 78° 37' 10" West 205.98 feet;  
North 6° 41' 30" West 173.63 feet;  
North 72° 03' 50" West 45.33 feet;  
North 68° 44' 30" West 92.41 feet;  
North 9° 46' 10" West 24.02 feet;  
Due North 114.82 feet;  
North 65° 33' West 440.61 feet;  
South 14° 18' West 191.57 feet;  
South 15° 13' 40" West 248.92 feet;  
North 73° 00' 50" West 201.57 feet;  
North 75° 42' 30 seconds West 70.94 feet;  
North 82° 28' 30" West 42.43 feet;  
South 80° 34' 40" West 72.49 feet;  
South 88° 34' 40" West 53.19 feet;  
North 62° 22' 10" West 73.01 feet;  
North 64° 14' 40" West 91.76 feet;  
North 69° 14' West 37.03 feet;  
North 82° 56' 50" West 52.75 feet;  
North 77° 30' 50" West 94.17 feet;  
North 69° 10' 30" West 122.45 feet;  
North 74° 58' 40" West 69.12 feet;  
North 9° 35' East 291.76 feet;  
North 3° 43' East 1119.25 feet;  
North 5° 24' 10" East 304.16 feet;  
South 88° 13' 50" East 43.75 feet;  
North 3° 43' 10" East 114.94 feet;  
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

RUNNING THENCE along the last mentioned lands, the following courses and distances:

North 66° 38' 40" East 341.70 feet;  
North 8° 08' 40" East 269.23 feet;  
North 55° 36' 40" East 229.39 feet to lands now or formerly of Mays Ware, Inc.; and

RUNNING THENCE along last mentioned lands, South 70° 16' 10" East 56.95 feet and  
South 84° 37' 20" East 528.02 feet to lands now or formerly of Rachel Palley Panken; and

RUNNING THENCE along said last mentioned lands, the following courses and distances:

South 21° 33' West 798.19 feet;  
South 84° 30' 30" East 90.96 feet;  
North 81° 26' 40" East 75.99 feet;  
South 83° 20' 50" East 298.51 feet;  
South 85° 08' 20" East 339.42 feet;  
South 83° 07' 40" East 106.50 feet;  
South 85° 45' 30 seconds East 41.95 feet;  
South 84° 24' 10 seconds East 354.39 feet;  
South 85° 24' 20 seconds East 184.72 feet;  
South 83° 38' 50" East 109.90 feet;  
South 85° 40' 30" East 97.35 feet;  
South 83° 47' 20" East 145.01 feet;  
South 84° 40' 20" East 305.23 feet;  
South 85° 00' 20" East 250.34 feet to the southwesterly side of SH 503 - Route 84; and

RUNNING THENCE along said road, South 36° 32' East 213.15 feet to the point or place or  
BEGINNING.

TOGETHER with an easement of ingress and egress to and from the above described premises over the  
road known as "Old Bowen Road" to the highway known as Bowen Road.

TOGETHER with all the right, title and interest of the party of the first part, of, in  
and to the land lying in the street in front of and adjoining said premises.

**Schedule C**

Description of the Easement Area

**Description of Proposed Easement  
over Lands of the Town of Kent**

BEGINNING AT A POINT located S 25° 39' 11" E 112.15 feet from a point formed by the intersection of the northerly line of lands of the grantor herein as described in Liber 1111, Cp 110, and further shown on a survey by Kayler Geoscience, Ltd., dated October 26, 2001, with the easterly line of New York State Route 52; thence from said point of beginning through lands of the grantor herein N 69° 41' 58" E 85.91 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 07° 09' 57" and distance of 37.52 feet to a point of tangency; thence N 76° 51' 55" E 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 26° 46' 50" and distance of 116.85 feet to a point of tangency; thence N 50° 05' 05" E 166.21' to a point in the westerly line of lands now or formerly of Foursome Partnership; thence along same S 03° 03' 52' E 62.48 feet to a point being the southwesterly corner of lands of said Foursome Partnership; thence through lands of the grantor herein S 50° 05' 05" W 128.73 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 26° 46' 50" and distance of 140.22 feet to a point of tangency; thence S 76° 51' 55" W 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 07° 09' 57" and distance of 31.27 feet to a point of tangency; thence S 69° 41' 58" W 81.23 feet to a point in the easterly line of New York State Route 52; thence along same N 25° 39' 11" W 50.22 feet to the point and place of beginning. Being intended to describe an easement fifty (50) feet in width over lands of the grantor for the purpose of ingress and egress.

**Schedule D**

County Deed to Town of Kent

WCS4

Statute N.Y.S.T. U. Form 1001

Question Directed-Indefinite Corporation (page 4 of 4)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE made the 11th day of December, nineteen hundred and ninety BETWEEN THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, at Two County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of New York having its principal offices at Kent Town Hall, 290 Smadbeck Avenue, Carmel, New York 10512

party of the second part, WITNESSETH, that the party of the first part, in consideration of the sum of dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kent, County of Putnam, State of New York, more particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those lands described in Schedule "C" attached hereto.

The premises conveyed herein shall REVERT to the County of Putnam in the event the premises are used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, except with the express written consent by the County of Putnam or in the event the premises conveyed is used for other than for a public purpose and benefit.

As Per Resolution R0554 of the year 1990

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN WITNESS WHEREOF: [Signature]

Peter C. Alexander  
PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/E Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-56'-24", and an arc length of 196.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-08'-46" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 588.64 feet to a point in the easterly boundary of lands N/E Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.03 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

- 1. S. 19°-13'-59" E. 585.98 feet to a point,
- 2. S. 27°-30'-00" E. 60.00 feet to a point,
- 3. S. 65°-55'-45" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

SCHEDULE "B"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, whose said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.68 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 10°-55'-50", and an arc length of 530.86 feet to a point,

thence: N. 12°-06'-45" W. 600.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77°-53'-15" E. 193.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S. 74°-06'-06" E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent,

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S. 19°-13'-59" E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N. 74°-05'-06" W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of 28°-01'-39", and an arc length of 97.83 feet to a point,
- 3). S. 77°-53'-15" W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N. 12°-06'-45" W. 50.00 feet to the Point or Place of Beginning.



LINER 1111 - 1113

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 53-32-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4-34-43", and an arc length of 72.88 feet to a point,

thence: N. 31-02-35" W. 78.42 feet to The Point or Place of Beginning.

thence: the following two courses through lands of Putnam County,

- 1). N. 56-57-25" E. 141.76 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 80-00-00", and an arc length of 708.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent.

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 86-55-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58-04-49" W. to its radius point, a radius of 400 feet, a delta of 90-52-37", and an arc length of 534.44 feet to a point,
- 2). S. 58-57-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 S. 31-02-35" E. 50.00 feet to the Point or Place of Beginning.

STATE OF NEW YORK, COUNTY OF PUTNAM  
 On the 13 day of December 1990, before me personally came  
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF PUTNAM  
 On the 13 day of December 1990, before me personally came  
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF PUTNAM  
 On the 13 day of December 1990, before me personally came Peter C. Alexanderson to me known, who, being by me duly sworn, did depose and say that he resides at 215a Dravoscer, New York that he is the County Executive of Putnam County the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the same was affixed to said instrument under the authority of the Putnam County Charter and that he signed his name thereto under the same authority.

STATE OF NEW YORK, COUNTY OF PUTNAM  
 On the 13 day of December 1990, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

*Marilyn Laspallio*  
 (Notary Public)

MARILYN LASPALLIO  
 NOTARY PUBLIC, State of New York  
 No. 4725638  
 Qualified in Putnam County  
 Commission Expires July 31, 1992

SECTION 43  
 BLOCK 2  
 LOT p/o 2  
 COUNTY OF TOWN PUTNAM COUNTY  
 Town of Kent

TITLE No.  
 The COUNTY OF PUTNAM

TO  
 THE TOWN OF KENT

Recorded At Request of  
 First American Title Insurance Company of New York  
 RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
 Putnam County Attorney  
 County Office Building  
 The County Center  
 Carmel, New York 10512  
 Tel: (914) 225-3641  
 Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00  
 P.T. Exempt

1046

RECEIVED  
 REAL ESTATE  
 DEC 18 1990  
 TRANSFER TAX  
 PUTNAM COUNTY

PUTNAM COUNTY CLERK'S OFFICE  
 RECEIVED ON THE 15 DAY OF DEC 1990  
 AT 2 43 P.M. RECORDED IN  
 BOOK No. 1111 OF 2000  
 AT PAGE 110 AND EXAMINED

Dec 16 2 49 PM '90  
 PUTNAM COUNTY CLERK'S OFFICE

**Schedule E**

Certified Copy of Resolution 191 of Putnam County Legislature

PUTNAM COUNTY LEGISLATURE

Resolution #191

Introduced by Legislator Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 7, 2018.

page 2

RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein, and be it further

RESOLVED, that the County of Putnam consents to and approves an easement across Town of Kent TM No. 22-1-23-2, which shall be in the substantial form and content contained in the attached Exhibit "A", and be it further

RESOLVED, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM Nos. 22-1-21, 22-3-73, and 22-1-22, would not be deemed uses of Town of Kent TM No. 22-1-23-2 for "other than a public use", and be it further

RESOLVED, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect, and be it further

RESOLVED, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", John Clardy shall pay to the County the sum of \$65,000, and be it further

RESOLVED, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution, and be it further

RESOLVED, this Resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES, ONE ABSTENTION - LEGISLATOR JONKE, LEGISLATORS NAGERINO & SOUGGIMARRA WERE ABSENT, MOTION CARRIES.



Votes:  
State Of New York

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 7, 2018.

Dated: August 9, 2018

Signed: *[Signature]*

Diane Schiraldi  
Clerk Of The Legislature - Putnam County

**Schedule F**

Resolution No. 316 of the Town of Kent Town Board

YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

**Town Clerk's Office  
Town of Kent**

**RESOLUTION**

**Resolution #316 - Amended Resolution Authorizing Supervisor To Execute Access Easement & Maintenance Agreement**

On a motion by Councilman Denbaum

Seconded by Councilwoman Woolley

WHEREAS, the Town Board of the Town of Kent has received a proposed Access Easement and Maintenance Agreement from John Clancy ("Clancy") showing a proposed Easement upon, under and across premises shown on the Tax Map of the Town of Kent as 22.-1-23.2 ("Town Parcel"); and

WHEREAS, Clancy is the contract vendee of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

WHEREAS, said Access Easement and Maintenance Agreement would grant Clancy permission to gain access to the Grantee Parcels, including without limitation the construction and installation of all Improvements necessary or convenient thereto, and conducting its business thereon, ingress to and egress from the Grantee Parcels from and to NYS Route 52, and for the Installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel; and

WHEREAS, the said Access Easement and Maintenance Agreement would obligate Clancy to maintain the easement area granted therein;

WHEREAS, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Town of Kent by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County's express written consent, or in the event that

the Town Parcel is used for other than a public purpose and benefit.

WHEREAS, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the Access Easement and Maintenance Agreement; and

WHEREAS, the Town Board wishes to grant the easement memorialized by the Access Easement and Maintenance Agreement;

WHEREAS, the Town Board passed a resolution on August 14, 2018 authorizing the action contained herein which this resolution is intended to amend;

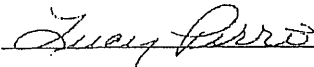
NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute the Access Easement and Maintenance Agreement, and all other documents necessary to give effect to this Resolution, consistent with the terms hereof and in such form as is satisfactory to the Town Planner and Town Attorney; and be it further

RESOLVED that this resolution is subject to Permissive Referendum as provided by New York State Town Law.

Motion carried unanimously

I Lucy Pirro, Deputy Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on September 4th, 2018.

October 12th, 2018



Lucy Pirro, Deputy Town Clerk

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for \_\_\_\_\_

weeks commencing on 9-12-2018

and ending same

*Don Hall*

Sworn to before me, this 12<sup>th</sup>

day of September 2018

*Albert M. Osten*

ALBERT M. OSTEN  
JUDICIAL PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
#14-0240780  
COMMISSION EXPIRES 6/15/2019

PUBLIC NOTICE

PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent adopted a Resolution  
authorizing the adoption of a  
Memorandum of Understanding  
with John Clancy memorializing  
the parties' intent that in consider-  
ation of a certain easement granted  
by the Town to Clancy pursuant to  
the Access Easement and Mainte-  
nance Agreement considered and  
approved in conjunction herewith,  
and in the event Clancy proceeds  
with the purchase and develop-  
ment of certain parcels adjacent to  
the Town Center, (i) the Town and  
Clancy will each convey and ex-  
change portions of their respective  
Parcels to the other as described in  
the Memorandum of Understand-  
ing; and (ii) Clancy will grant to  
the Town an access easement over  
the Town Parcel to be conveyed to  
Clancy for access to the existing  
Town Center property.

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Memorandum of Understanding  
and the Resolution, as amended,  
are available at Town Hall, 25  
Sybil's Crossing, Kent Lakes,  
New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent



## **Schedule G**

Access Easement and Maintenance Agreement between Prior Property Owner and  
the Town (the Resolution No. 316 Easement Agreement)

**ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT (the "Easement") made the 29<sup>th</sup> day of OCTOBER, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee).

**WITNESSETH**

WHEREAS, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

WHEREAS, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I – owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22., Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II – owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12., Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22., Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein ; and

WHEREAS, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

WHEREAS, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i)

reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

**WHEREAS**, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

**WHEREAS**, on August 7, 2018 by Resolution No. 191 of 2018, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. 191 of the Putnam County Legislature is attached hereto as Schedule "G"; and incorporated herein; and

**WHEREAS**, on August 14, 2018 Resolution No.316 the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein, and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. 316 is attached hereto as Schedule "H" and incorporated herein; and

**NOW THEREFORE**, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

#### **1. The Easement.**

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or

cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

## **2. Installation, Maintenance and Repair.**

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area .

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

## **3. Insurance.**

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and

non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### **4. Damage and Default.**

Regardless of availability of insurance proceeds, the Grantee shall promptly repair any damage to the Easement Area caused by the Grantee or Grantee's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Grantee fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently commencing and continuing to perform the necessary work, the Grantor may make such repairs and the Grantee shall reimburse the Grantor for the cost thereof within thirty (30) days of presentation of an invoice. In the event damage to the Easement Area occurs by casualty at no fault of the Grantor or the Grantee, the Grantor and Grantee shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, Grantor and Grantee shall cooperate to the fullest extent to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Grantee, the lien must be bonded, satisfied or removed by the Grantee within thirty (30) days following the filing thereof.

#### **5. Indemnity.**

The Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Grantee and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Grantee or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

#### **6. Notices.**

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same at its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery.

#### **7. Effective Date, Duration, Modifications, Cancellation.**

This Easement Agreement is intended to be recorded by the Grantee following its full execution and delivery to the Grantee. Grantee shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Grantee Parcels shall not be exercised or deemed effective until and unless the Grantee becomes the owner of the

Grantee Parcels as evidenced by a deed or deeds duly recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Grantor or the Grantee. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the parties and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Grantee unilaterally by a written instrument executed and acknowledged by Grantee releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office; or (ii) the Grantor unilaterally by a written instrument executed and acknowledged by the Grantor following its receipt of notice from the Grantee that the contracts of sale between Grantee and the owners of the Grantee Parcels have been cancelled. Grantee agrees to provide Grantor of notice of such cancellation within fourteen (14) business days following such cancellation.

**8. Binding; Assignment.**

This Easement shall be binding upon and inure to the benefit of and be enforceable by the Grantor and its successors and assigns; and by the Grantee and his heirs, executors, administrators, legal representatives, successors and assigns.

Grantee may freely assign its rights hereunder to any person, firm or entity acquiring title to the Grantee Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all of Grantee's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to Grantor, Grantee shall be released from all of its obligations thereafter arising hereunder.

**9. Non-Waiver.**

No waiver by the Grantor of any provision of this Easement shall constitute a waiver by the Grantor of such provision on any other. No failure to insist upon or to enforce any provision of this Easement shall constitute or be interpreted as a waiver thereof.

**10. Governing Law.**

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

**11. Severability.**

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

**12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Grantee Parcels shall at all times be subordinate to the terms of this Easement and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.

**13. Reference to Agreement in Deeds.**

This Agreement shall run with the land, and each and every owner of the Grantee Parcels, by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Agreement, covenants and agrees to observe, perform and be bound by this Agreement and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any such Lot.

**14. Miscellaneous.**

A. The singular number as used in this Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

B. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

C. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one single Agreement among the parties.

**15. Recording.**

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Agreement and the easement created hereby shall run with the land in perpetuity.

**16. Consent of Putnam County.**

The County of Putnam is executing this Agreement for the limited purposes of confirming its consent to the grant of the Easement as herein provided and that it does not consider the use of the Easement Area for access to the Grantee Parcels to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

**17. Consent of Owners of the Grantee Parcels.**

Newburgh Boxing Club, Inc., owner of the Grantee Parcel described in Schedule "B" hereof, and Real Holding Corp., owner of the Grantee Parcels described in Schedule C and D, are executing this Agreement for the purposes of (i) consenting to the terms and provisions hereof and the recording of this Agreement in the Putnam County Clerk's Office in order to facilitate the sale of the grantee Parcels to the Grantee and for no other purpose.

18. Additional Consideration for Grant of Easement.

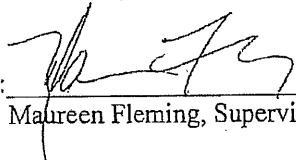
The Grantee, in order to facilitate his purchase of the Grantee Parcels and in consideration of the grant by the County of its consent to the grant of the Easement provided for herein, hereby agrees to pay to the County the sum of \$65,000. Grantee shall pay same to the County by official bank check drawn to the County's order, or by such other method as the County and the Grantee shall otherwise agree, to be delivered to the County at or immediately following the closing of the transfer to the Grantee of fee simple title to the Grantee Parcels pursuant to and in accordance with said contracts of sale.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.


GRANTOR:

Town of Kent, New York

By:

  
Maureen Fleming, Supervisor

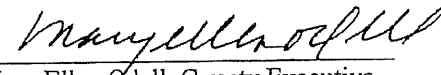
GRANTEE:

  
John Clancy

Consented to and Confirmed:

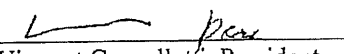
The County of Putnam, New York

By:

  
Mary Ellen Odell, County Executive

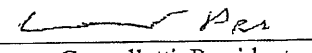
Newburgh Boxing Club, Inc.

By:

  
Vincent Cappelletti, President

Real Holding Corp.

By:

  
Vincent Cappelletti, President

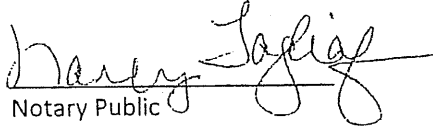
ACKNOWLEDGMENTS FOLLOW



STATE OF NEW YORK  
COUNTY OF Putnam ss.:

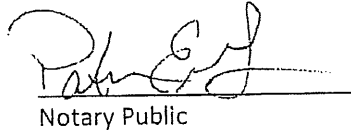
On the 26 day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

NANCY TAGLIAFIERRO  
Notary Public, State of New York  
No. 02TA6277617  
Qualified in Dutchess County  
Commission Expires April 21, 2021

  
Notary Public

STATE OF NEW YORK  
COUNTY OF Putnam ss.:

On the 29<sup>th</sup> day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN CLANCY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

PATRICIA E. GUNN  
Notary Public, State of New York  
No. 01GU6101725  
Qualified in Dutchess County  
Commission Expires Nov 17, 20 19

STATE OF NEW YORK  
COUNTY OF Putnam ss.:

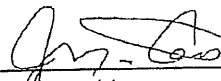
On the 24<sup>th</sup> day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared MARY ELLEN ODELL, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

ANDREW W. NEGRO  
Notary Public, State of New York  
No. 02NE6070549  
Qualified in Putnam County  
Commission Expires March 4, 20 22

STATE OF NEW YORK  
COUNTY OF Westchester, ss.:

On the 5<sup>th</sup> day of ~~August~~ <sup>October</sup> in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared VINCENT CAPPELLETTI, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Anthony J Centone  
Notary Public, State of New York  
Registration No. 02CE4892119  
Qualified in Westchester County  
My Commission Expires April 13, 2019

**Schedule A to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Town Parcel**  
**Dated: October ,2018**

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 589.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

- 1. S. 19°-13'-59" E. 585.98 feet to a point,
- 2. S. 27°-30'-00" E. 60.00 feet to a point,
- 3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

**Schedule B to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Clancy Property – Parcel I**  
**Dated: October ,2018**

Tax Parcel Section 22. Block 1 Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at the corner formed by the intersection of the southwesterly side of SH 503 - Route 84 and the westerly side of Lorne Road;

RUNNING THENCE along the westerly side of Lorne Road, the following courses and distances:

South 14° 17' 35" West 12.51 feet;  
South 6° 46' 20" West 35.47 feet;  
South 13° 19' 50" West 90.89 feet;  
South 13° 22' West 340.98 feet;  
South 13° 48' 40" West 211.31 feet;  
South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

RUNNING THENCE along lands now or formerly of Thomas and Mary A. Brogan, and lands now or formerly or Johns and lands now or formerly of Hickey and lands now or formerly or Lawson and lands now or formerly of Joseph and Antoinette Czaha and lands now or formerly of Vincent and Genoveffa Fouchet and lands now or formerly of Joseph and Aura Galli and lands now or formerly of Patrick F. and Angela M. Gartlan, the following courses and distances:

North 87° 31' 10" West 106.34 feet;  
North 89° 01' 20" West 280.46 feet;  
North 87° 14' West 255 feet;  
North 88° 31' West 165 feet;  
South 13° 05' 10" West 207.31 feet;  
South 17° 25' 50" West 82.40 feet;  
South 4° 13' 50" West 147.60 feet;  
South 11° 18' 30" West 94.60 feet;  
South 6° 59' 20" West 258.51 feet;  
South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FP; and

RUNNING THENCE along said last mentioned lands, North 76° 40' 20" West 463.68 feet to lands now or formerly or Kent Development Company, Inc.; and

RUNNING THENCE along last mentioned lands, the following courses and distances:

North 76° 35' West 214.49 feet;  
North 78° 37' 10" West 205.98 feet;  
North 6° 41' 30" West 173.63 feet;  
North 72° 03' 50" West 45.33 feet;  
North 68' 44' 30" West 92.41 feet;  
North 9' 46' 10" West 24.02 feet;  
Due North 114.82 feet;  
North 65° 33' West 440.61 feet;  
South 14° 18' West 191.57 feet;  
South 15° 13' 40' West 248.92 feet;  
North 73° 00' 50" West 201.57 feet;  
North 75° 42' 30 seconds West 70.94 feet;  
North 82° 28' 30" West 42.43 feet;  
South 80° 34' 40" West 72.49 feet;  
South 88° 34' 40" West 53.19 feet;  
North 62° 22' 10" West 73.01 feet;  
North 64° 14' 40" West 91.76 feet;  
North 69° 14' West 37.03 feet;  
North 82° 56' 50" West 52.75 feet;  
North 77° 30' 50" West 94.17 feet;  
North 69° 10' 30" West 122.45 feet;  
North 74° 58' 40" West 69.12 feet;  
North 9° 35' East 291.76 feet;  
North 3° 43' East 1119.25 feet;  
North 5° 24' 10" East 304.16 feet;  
South 88° 13' 50" East 43.75 feet;  
North 3° 43' 10" East 114.94 feet;  
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

RUNNING THENCE along the last mentioned lands, the following courses and distances:

North 66° 38' 40" East 341.70 feet;  
North 8° 08' 40" East 269.23 feet;  
North 55° 36' 40" East 229.39 feet to lands now or formerly of Mays Ware, Inc.; and

RUNNING THENCE along last mentioned lands, South 70° 16' 10" East 56.95 feet and  
South 84° 37' 20" East 528.02 feet to lands now or formerly of Rachel Palley Panken; and

RUNNING THENCE along said last mentioned lands, the following courses and distances:

South 21° 33' West 798.19 feet;  
South 84° 30' 30" East 90.96 feet;  
North 81° 26' 40" East 75.99 feet;  
South 83° 20' 50" East 298.51 feet;  
South 85° 08' 20" East 339.42 feet;  
South 83° 07' 40" East 106.50 feet;  
South 85° 45' 30 seconds East 41.95 feet;  
South 84° 24' 10 seconds East 354.39 feet;  
South 85° 24' 20 seconds East 184.72 feet;  
South 83° 38' 50" East 109.90 feet;  
South 85° 40' 30" East 97.35 feet;  
South 83° 47' 20" East 145.01 feet;  
South 84° 40' 20" East 305.23 feet;  
South 85° 00' 20" East 250.34 feet to the southwesterly side of SH 503 - Route 84; and

RUNNING THENCE along said road, South 36° 32' East 213.15 feet to the point or place or  
BEGINNING.

TOGETHER with an easement of ingress and egress to and from the above described premises over the  
road known as "Old Bowen Road" to the highway known as Bowen Road.

TOGETHER with all the right, title and interest of the party of the first part, of, in  
and to the land lying in the street in front of and adjoining said premises.

**Schedule C to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Clancy Property – Parcel II**  
**Dated: October ,2018**



Tax Parcel Section 12, Block 3 Lot 74

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at a point on the westerly aide of New Route 84 (Road 503-3-1.2) where the same is intersected by the southerly line of land formerly of Dolan, now or formally of Eva Schnaudigel;

RUNNING THENCE along the westerly aide of Route 84 (Road 503-3-1.2) the following courses and distances:  
South 14° 13' 00" East, 520.55 feet;  
South 22° 29' 10" East, 687.48 feet; and  
South 25° 52' 10" East, 492.66 feet to a point in the center line of a stone wall and land now formerly or Panken;

RUNNING THENCE along said land of Panken and along the center line of a stone wall, South 10° 13' 00" West, 268.13 feet; and  
South 9° 04' 00" West, 388.50 feet to a corner;

THENCE westerly, along said land of Panken, and continuing along land now or formerly of Knapp and along land now or formerly of Sands and part of the way along wire strung on trees and part of the way along the center fine of a stone wall, the following courses and distances:

North 83° 28' 10" West, 106.31 feet;  
South 84° 51' 20" West, 181.48 feet;  
North 86° 21' 10" West, 96.67 feet;  
South 86° 19' 00" West, 87.80 feet;  
North 89° 30' 30" West, 17.48 feet;  
North 75° 01' 40" West, 91.85 feet;  
North 60° 53' 00" West, 63.79 feet;  
North 41° 16' 40" West, 20.15 feet;  
North 11° 46' 50" West, 34.38 feet;  
North 0° 50' 00" East, 34.38 feet;  
North 2° 54' 30" West, 20.11 feet;  
North 2° 34' 30" East, 72.32 feet;  
North 4° 21' 50" East, 104.84 feet;  
North 8° 20' 00" East, 50.03 feet to beginning of stone wall;  
North 3° 38' 20" East, 188.42 feet;  
North 5° 18' 00" East, 136.97 feet;  
North 5° 43' 50" East, 106.74 feet; and  
North 2° 34' 50" East, 31.31 feet to a stone wall corner;

THENCE westerly along the center line of a stone wall and still along land of Sands;  
South 76° 29' 10" West, 186.25 feet,  
South 72° 06' 40" West, 103.03 feet, and  
South 84° 55' 10" West, 11.40 feet to a stone wall corner;

THENCE northerly, along the center line of a stone wall and along land now or formerly of Irene Sands,

the following courses and distances:

North 6° 41' 40 seconds East, 254.21 feet;  
North 9° 58' 10" East, 92.35 feet;  
North 5° 24 minutes 40 seconds East, 171.56 feet;  
North 15° 19' 00" East, 21.80 feet;  
North 5° 20' 40" East, 64.21 feet;  
North 78° 38' 10" East, 69.40 feet;  
North 1° 26' 50" East, 168.44 feet;  
North 1° 08' 10" East, 194.73 feet;  
Due North, 29.75 feet;  
North 1° 51' 10" East, 169.40 feet;  
Due East, 46.68 feet;  
North 10° 21' 30" West, 142.76 feet;  
North 15° 16' 10" West, 17.77 feet; and  
North 11° 03' 50" West, 117.81 feet to land formerly of Dolan, now or formerly of Eva Schnaudigel;

RUNNING THENCE along the same, North 81° 43' 50" East, 247.31 feet to the point of BEGINNING.

**Schedule D to Access Easement and Maintenance Agreement  
By and Between  
The Town of Kent, New York  
and  
John Clancy  
Clancy Property – Parcel III  
Dated: October ,2018**

Tax Parcel Section 22, Block 1 Lot 22

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at a point on the westerly side of Interstate Route No. 84 where it intersects with the subject premises and lands now or formerly Foursome Partnership (formerly Duncan, formerly sells);

RUNNING THENCE along the division line of said properties in a westerly direction in the following courses and distances:

North 82° 16' 07" West 135.03 feet;  
North 82° 49' 05" West 1151.53 feet;  
North 81° 30' 05" West 147.58 feet;  
North 83° 06' 30" West 383.95 feet;  
North 81° 35' 40" West 414.02 feet;  
South 83° 24' 40" West 75.99 feet;  
North 82° 32' 30" West 90.96 feet to a point;

RUNNING THENCE North 24° 41' 00" East 840.18 feet; North 17° 56' East 87.78 feet to a point and lands now or formerly of MacGregor;

RUNNING THENCE along said last mentioned lands and lands now or formerly Bare Hills Corp. the following courses and distances:

South 72° 28' 25" East 933.06 feet;  
North 23° 53' 50" East 354.43 feet;  
North 24° 25' 10" East 229.31 feet;  
North 27° 04' 20" East 62.58 feet;

South 83° 09' 28" East 4.71 feet to a point and former southerly line of lands of Tampane and Macchio as recited in Liber 475 cp 238 and the westerly side of Interstate Route 84; and

RUNNING THENCE along the westerly side of said Interstate Route 84 the following courses and distances:

South 30° 52' 25" East 411.95 feet;  
South 29° 09' 00" East 1084.19 feet;  
South 34° 12' 36" East 177.90 feet to the point and place of BEGINNING.

**Schedule E to Access Easement and Maintenance Agreement  
By and Between  
The Town of Kent, New York  
and  
John Clancy  
Easement Area  
Dated: October ,2018**

**Description of Proposed Easement  
over Lands of the Town of Kent**

BEGINNING AT A POINT located S 25° 39' 11" E 112.15 feet from a point formed by the intersection of the northerly line of lands of the grantor herein as described in Liber 1111, Cp 110, and further shown on a survey by Kayler Geoscience, Ltd., dated October 26, 2001, with the easterly line of New York State Route 52; thence from said point of beginning through lands of the grantor herein N 69° 41' 58" E 85.91 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 07° 09' 57" and distance of 37.52 feet to a point of tangency; thence N 76° 51' 55" E 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 26° 46' 50" and distance of 116.85 feet to a point of tangency; thence N 50° 05' 05" E 166.21' to a point in the westerly line of lands now or formerly of Foursome Partnership; thence along same S 03° 03' 52" E 62.48 feet to a point being the southwesterly corner of lands of said Foursome Partnership; thence through lands of the grantor herein S 50° 05' 05" W 128.73 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 26° 46' 50" and distance of 140.22 feet to a point of tangency; thence S 76° 51' 55" W 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 07° 09' 57" and distance of 31.27 feet to a point of tangency; thence S 69° 41' 58" W 81.23 feet to a point in the easterly line of New York State Route 52; thence along same N 25° 39' 11" W 50.22 feet to the point and place of beginning. Being intended to describe an easement fifty (50) feet in width over lands of the grantor for the purpose of ingress and egress.

**Schedule F to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**County Deed to Town of Kent**  
**Dated: October       ,2018**

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE made the 12th day of December, nineteen hundred and ninety BETWEEN THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, at Two County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of New York having its principal offices at Kent Town Hall, 290 Sandbeck Avenue, Carmel, New York 10512

party of the second part, WITNESSETH, that the party of the first part, in consideration ~~thereof~~ paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kent, County of Putnam, State of New York, more particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those lands described in Schedule "C" attached hereto.

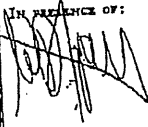
The premises conveyed herein shall REVERT to the County of Putnam in the event the premises are used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, except with the express written consent by the County of Putnam or in the event the premises conveyed is used for other than for a public purpose and benefit.

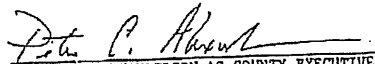
As Per Resolution R0554 of the year 1990

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN PRESENCE OF: 

  
PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/E Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 185.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 336.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 588.64 feet to a point in the easterly boundary of lands N/E Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwestern corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-58" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.



SCHEDULE "B"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 18°-55'-50", and an arc length of 530.96 feet to a point,

thence: N. 12°-06'-45" W. 800.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77°-53'-15" E. 193.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S. 74°-05'-06" E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent,

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S. 19°-13'-59" E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N. 74°-05'-06" W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of 28°-01'-39", and an arc length of 97.83 feet to a point,
- 3). S. 77°-53'-15" W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N. 12°-06'-45" W. 50.00 feet to the Point or Place of Beginning.

LIBER 1111 - 115

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-00" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 78.42 feet to The Point or Place of Beginning.

thence: the following two courses through lands of Putnam County,

- 1). N. 58°-57'-25" E. 141.76 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 90°-00'-00", and an arc length of 706.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent,

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 66°-55'-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58°-04'-49" W to its radius point, a radius of 400 feet, a delta of 90°-52'-37", and an arc length of 534.44 feet to a point,
- 2). S. 58°-57'-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 S. 31°-02'-35" E. 50.00 feet to the Point or Place of Beginning.

LIBER 111 - 111

STATE OF NEW YORK, COUNTY OF Putnam  
On the 12 day of December 1990, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF Putnam  
On the 12 day of December 1990, before me personally came Peter C. Alexanderson to me known, who, being by me duly sworn, did depose and say that he resides at No. Brewster, New York

that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that he is a member of the board of directors of said corporation; and same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Marilyn LaSpaluto  
(Notary Public)

STATE OF NEW YORK, COUNTY OF Putnam  
On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF Putnam  
On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

MARILYN LaSPALUTO  
NOTARY PUBLIC, State of New York  
No. 475658  
Qualified in Putnam County  
Commission Expires July 31, 1992

SECTION 43  
BLOCK 2  
LOT p/n 2  
COUNTY OR TOWN PUTNAM COUNTY  
Town of Kent

TITLE No.  
The COUNTY OF PUTNAM

TO  
THE TOWN OF KENT

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
Putnam County Attorney  
County Office Building  
Two County Center  
Carmel, New York 10512  
Tel: (914) 225-3641

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00

J.T. Everett

1048

RECEIVED  
\$ 25.00  
REAL ESTATE  
DEC 18 1990  
TRANSFER TAX  
PUTNAM  
COUNTY

PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 16 DAY OF Dec 1990  
AT 2 11 43 P.M. RECORDED IN  
BOOK No 1111 OF Series  
AT PAGE 110 AND EXAMINED

Dec 18 2 19 PM '90  
PUTNAM COUNTY  
CLERK'S OFFICE

Joseph J. [Signature]  
CLERK

**Schedule G to Access Easement and Maintenance Agreement  
By and Between**

**The Town of Kent, New York  
and**

**John Clancy**

**Certified Copy of Resolution 191 of Putnam County Legislature  
Dated: October ,2018**

PUTNAM COUNTY LEGISLATURE

Resolution #191

Introduced by Legislator: Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 7, 2018.

page 2

**RESOLVED**, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein, and be it further

**RESOLVED**, that the County of Putnam consents to and approves an easement across Town of Kent TM No.: 22-1-23.2, which shall be in the substantial form and content contained in the attached Exhibit "A"; and be it further

**RESOLVED**, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM Nos.: 22-1-21, 12-3-74, and 22-1-22, would not be deemed uses of Town of Kent TM No.: 22-1-23.2 for "other than a public use"; and be it further

**RESOLVED**, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect; and be it further

**RESOLVED**, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", John Clancy shall pay to the County the sum of \$65,000; and be it further

**RESOLVED**, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein; and be it further

**RESOLVED**, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

**RESOLVED**, this Resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES, ONE ABSTENTION - LEGISLATOR JONKE, LEGISLATORS NACERINO & SCUCCIMARRA WERE ABSENT. MOTION CARRIES.



Voter:  
State of New York

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 7, 2018.

Dated: August 9, 2018

Signed: *Diane Schönfeld*

Diane Schönfeld  
Clerk Of The Legislature Of Putnam County

**ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

**THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT** (the "Easement") made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee").

**WITNESSETH**

**WHEREAS**, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

**WHEREAS**, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I - owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22, Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12, Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22, Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein; and

**WHEREAS**, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

**WHEREAS**, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County

Clerk's Office on December 18, 1999 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County's express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

**WHEREAS**, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

**WHEREAS**, on \_\_\_\_\_ by Resolution No. \_\_\_\_\_, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. \_\_\_\_\_ is attached hereto as Schedule "G" and incorporated herein; and

**WHEREAS**, on \_\_\_\_\_ by Resolution No. \_\_\_\_\_, the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein; and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. \_\_\_\_\_ is attached hereto as Schedule "H" and incorporated herein; and

**NOW THEREFORE**, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns, forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

#### 1. The Easement.

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges

herein established, and further provided that in no event shall such use or enjoyment interfere with or cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or plant or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

## 2. Installation, Maintenance and Repair.

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Keat's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area.

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

## 3. Insurance.

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in or on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional



insured; automobile insurance, including contractual liability coverage for all owned, hired and non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### 4. Damage and Default.

Regardless of availability of insurance proceeds, the Grantee shall promptly repair any damage to the Easement Area caused by the Grantee or Grantee's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Grantee fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently commencing and continuing to perform the necessary work, the Grantor may make such repairs and the Grantee shall reimburse the Grantor for the cost thereof within thirty (30) days of presentation of an invoice. In the event damage to the Easement Area occurs by casualty at no fault of the Grantor or the Grantee, the Grantor and Grantee shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, Grantor and Grantee shall cooperate to the fullest extent to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Grantee, the lien must be bonded, satisfied or removed by the Grantee within thirty (30) days following the filing thereof.

#### 5. Indemnity.

The Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Grantee and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Grantee or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

#### 6. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same at its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery.

#### 7. Effective Date, Duration, Modifications, Cancellation.

This Easement Agreement is intended to be recorded by the Grantee following its full execution and delivery to the Grantor. Grantee shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Grantee Parcels shall

not be exercised or deemed effective until and unless the Grantee becomes the owner of the Grantee Parcels as evidenced by a deed or deeds duly recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Grantor or the Grantee. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the parties and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Grantee unilaterally by a written instrument executed and acknowledged by Grantee releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office; or (ii) the Grantor unilaterally by a written instrument executed and acknowledged by the Grantor following its receipt of notice from the Grantee that the contracts of sale between Grantee and the owners of the Grantee Parcels have been cancelled. Grantee agrees to provide Grantor of notice of such cancellation within fourteen (14) business days following such cancellation.

#### **8. Binding; Assignment.**

This Easement shall be binding upon and inure to the benefit of and be enforceable by the Grantor and its successors and assigns; and by the Grantee and his heirs, executors, administrators, legal representatives, successors and assigns.

Grantee may freely assign its rights hereunder to any person, firm or entity acquiring title to the Grantee Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all of Grantee's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to Grantor, Grantee shall be released from all of its obligations thereafter arising hereunder.

#### **9. Non-Waiver.**

No waiver by the Grantor of any provision of this Easement shall constitute a waiver by the Grantor of such provision on any other. No failure to insist upon or to enforce any provision of this Easement shall constitute or be interpreted as a waiver thereof.

#### **10. Governing Law.**

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

#### **11. Severability.**

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

#### **12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Grantee Parcels shall at all times be subordinate to the terms of this Easement and any party

foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.

### 13. Reference to Agreement in Deeds.

This Agreement shall run with the land, and each and every owner of the Grantee Parcels, by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Agreement, covenants and agrees to observe, perform and be bound by this Agreement and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any such Lot.

### 14. Miscellaneous.

A. The singular number as used in this Agreement shall be read as the plural number, and vice versa; the masculine gender shall be read as the feminine or neuter gender, and vice versa, whenever necessary to give full effect to the terms and provisions hereof.

B. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

C. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one single Agreement among the parties.

### 15. Recording.

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Agreement and the easement created hereby shall run with the land in perpetuity.

### 16. Consent of Putnam County.

The County of Putnam is executing this Agreement for the limited purposes of confirming its consent to the grant of the Easement as herein provided and that it does not consider the use of the Easement Area for access to the Grantee Parcels to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

### 17. Consent of Owners of the Grantee Parcels.

Newburgh Boxing Club, Inc., owner of the Grantee Parcel described in Schedule "B" hereof, and Real Holding Corp., owner of the Grantee Parcels described in Schedule C and D, are executing this Agreement for the purposes of (a) consenting to the terms and provisions hereof and the recording of this Agreement in the Putnam County Clerk's Office in order to facilitate the sale of the grantee Parcels to the Grantee and for no other purpose.

18. Additional Consideration for Grant of Easement.

The Grantee, in order to facilitate his purchase of the Grantee Parcels and in consideration of the grant by the County of its consent to the grant of the Easement provided for herein, hereby agrees to pay to the County the sum of \$65,000; Grantee shall pay same to the County by official bank check drawn to the County's order, or by such other method as the County and the Grantee shall otherwise agree, to be delivered to the County at or immediately following the closing of the transfer to the Grantee of fee simple title to the Grantee Parcels pursuant to and in accordance with said contracts of sale.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.

GRANTOR:  
Town of Kent, New York.

GRANTEE:

By: \_\_\_\_\_  
Maureen Fleming, Supervisor

\_\_\_\_\_  
John Clancy

Consented to and Confirmed:

The County of Putnam, New York

By: \_\_\_\_\_  
Mary Ellen Odell, County Executive

Newburgh Boxing Club, Inc.

By: \_\_\_\_\_  
Name and Title:

Real Holding Corp.

By: \_\_\_\_\_  
Name and Title:

**ADD ACKNOWLEDGMENTS**

**Schedule H to Access Easement and Maintenance Agreement**

**By and Between**

**The Town of Kent, New York**

**and**

**John Clancy**

**Copy of Resolution # 316 of Town of Kent**

**Dated: October ,2018**

YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

**Town Clerk's Office  
Town of Kent**

**RESOLUTION**

**Resolution #316 - Amended Resolution Authorizing Supervisor To Execute Access Easement & Maintenance Agreement**

On a motion by Councilman Denbaum  
Seconded by Councilwoman Woolley

**WHEREAS**, the Town Board of the Town of Kent has received a proposed Access Easement and Maintenance Agreement from John Clancy ("Clancy") showing a proposed Easement upon, under and across premises shown on the Tax Map of the Town of Kent as 22.-1-23.2 ("Town Parcel"); and

**WHEREAS**, Clancy is the contract vendee of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

**WHEREAS**, said Access Easement and Maintenance Agreement would grant Clancy permission to gain access to the Grantee Parcels, including without limitation the construction and installation of all Improvements necessary or convenient thereto, and conducting its business thereon, ingress to and egress from the Grantee Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel; and

**WHEREAS**, the said Access Easement and Maintenance Agreement would obligate Clancy to maintain the easement area granted therein;

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Town of Kent by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that

the Town Parcel is used for other than a public purpose and benefit.

**WHEREAS**, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the Access Easement and Maintenance Agreement; and

**WHEREAS**, the Town Board wishes to grant the easement memorialized by the Access Easement and Maintenance Agreement;

**WHEREAS**, the Town Board passed a resolution on August 14, 2018 authorizing the action contained herein which this resolution is intended to amend;

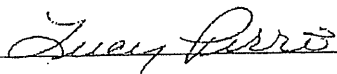
**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute the Access Easement and Maintenance Agreement, and all other documents necessary to give effect to this Resolution, consistent with the terms hereof and in such form as is satisfactory to the Town Planner and Town Attorney; and be it further

**RESOLVED** that this resolution is subject to Permissive Referendum as provided by New York State Town Law.

Motion carried unanimously

I Lucy Pirro, Deputy Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on September 4th, 2018.

October 12th, 2018

 \_\_\_\_\_

Lucy Pirro, Deputy Town Clerk

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall

Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED TO SUTCHERS COUNTY  
#14-8240780  
COMMISSION EXPIRES 6/15/2019

**PUBLIC NOTICE**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018**

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent adopted a Resolution  
authorizing the adoption of a  
Memorandum of Understanding  
with John Clancy memorializing  
the parties' intent that in consid-  
eration of a certain easement granted  
by the Town to Clancy pursuant to  
the Access Easement and Mainte-  
nance Agreement considered and  
approved in conjunction herewith,  
and in the event Clancy proceeds  
with the purchase and develop-  
ment of certain parcels adjacent to  
the Town Center, (i) the Town and  
Clancy will each convey and ex-  
change portions of their respective  
Parcels to the other as described in  
the Memorandum of Understand-  
ing; and (ii) Clancy will grant to  
the Town an access easement over  
the Town Parcel to be conveyed to  
Clancy for access to the existing  
Town Center property.

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Memorandum of Understanding  
and the Resolution, as amended,  
are available at Town Hall, 25  
Sybil's Crossing, Kent Lakes,  
New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent



State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall

Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN PUTNAM COUNTY  
#24-8240780  
COMMISSION EXPIRES 6/15/2019

PUBLIC NOTICE

**Kent**

PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent has adopted a Resolution  
approving a certain Access Ease-  
ment and Maintenance Agreement  
between the Town and John Clancy  
("Clancy"), as Contract Vendee  
of premises shown on the Tax Map  
of the Town of Kent as Section  
22., Block 1, Lot 21, Section 22.,  
Block 3, Lot 74, and Section 22.,  
Block 1, Lot 22 (the "Benefitted  
Parcels"), establishing an ease-  
ment and right-of-way upon, over,  
under and across premises owned  
by the Town of Kent and shown on  
the Tax Map of the Town of Kent  
as 22.-1-23,2.. The Access Ease-  
ment and Maintenance Agree-  
ment will provide Clancy, upon  
his purchase of the Benefitted  
Parcels, with permission to cross  
the Town's parcel for ingress and  
egress and to install utility lines to  
serve the Benefitted Parcels, and  
obligates Clancy to maintain the  
easement area established thereby.

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Access Easement Agreement and  
the Resolution, as amended, are  
available at Town Hall, 25 Sybil's  
Crossing, Kent Lakes, New York  
10512.

September 5, 2018  
Yolanda D. Cappelli, Town  
Clerk, Town of Kent

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall

Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
JUDICIAL PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
#14-0240780  
COMMISSION EXPIRES 6/15/2019

**PUBLIC NOTICE**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018**

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent adopted a Resolution  
authorizing the adoption of a  
Memorandum of Understanding  
with John Clancy memorializing  
the parties' intent that in consid-  
eration of a certain easement granted  
by the Town to Clancy pursuant to  
the Access Easement and Mainte-  
nance Agreement considered and  
approved in conjunction herewith,  
and in the event Clancy proceeds  
with the purchase and develop-  
ment of certain parcels adjacent to  
the Town Center, (i) the Town and  
Clancy will each convey and ex-  
change portions of their respective  
Parcels to the other as described in  
the Memorandum of Understand-  
ing; and (ii) Clancy will grant to  
the Town an access easement over  
the Town Parcel to be conveyed to  
Clancy for access to the existing  
Town Center property;

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Memorandum of Understanding  
and the Resolution, as amended,  
are available at Town Hall, 25  
Sybil's Crossing, Kent Lakes,  
New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent

State of New York  
County of Putnam

I, DON HALL

being duly sworn, says that the attached legal notice was published in the PUTNAM COUNTY PRESS newspaper in the Town of Carmel, in said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall  
Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN PUTNAM COUNTY  
#24-82407MB  
COMMISSION EXPIRES

6/15/2019

**PUBLIC NOTICE**

**Kent**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Kent has adopted a Resolution approving a certain Access Easement and Maintenance Agreement between the Town and John Clancy ("Clancy"), as Contract Vendee of premises shown on the Tax Map of the Town of Kent as Section 22, Block 1, Lot 21, Section 12, Block 3, Lot 74, and Section 22, Block 1, Lot 22 (the "Benefitted Parcels"), establishing an easement and right-of-way upon, over, under and across premises owned by the Town of Kent and shown on the Tax Map of the Town of Kent as 22.-1-23.2.. The Access Easement and Maintenance Agreement will provide Clancy, upon his purchase of the Benefitted Parcels, with permission to cross the Town's parcel for ingress and egress and to install utility lines to serve the Benefitted Parcels, and obligates Clancy to maintain the easement area established thereby.

**PLEASE TAKE FURTHER NOTICE** that the aforesaid Resolution was adopted on August 14, 2018, and was amended by Resolution adopted on September 4, 2018, and is subject to a permissive referendum as set forth in Article 4, Section 64(2) and Article 7, Section 90 of the Town Law of the State of New York. Full and complete copies of the Access Easement Agreement and the Resolution, as amended, are available at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512.

September 5, 2018  
Yolanda D. Cappelli, Town  
Clerk, Town of Kent

## Schedule H

Termination (of Resolution No. 316 Easement Agreement)

TERMINATION  
OF  
ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS TERMINATION OF ACCESS EASEMENT AND MAINTENANCE AGREEMENT is made this 20<sup>th</sup> day of May, 2019 by JOHN CLANCY, having an office at 2963 Route 22, Patterson, New York 12563.

WITNESSETH:

WHEREAS, the Town of Kent, New York (hereinafter referred to as the "Grantor") is the owner of a parcel of land shown and designated on the Town of Kent Tax Maps as Section 22, Block 1 and Lot 23.2 (the "Grantor Parcel"); and

WHEREAS, John Clancy (hereinafter referred to as the "Grantee") was the contract vendee of three (3) certain parcels of land located in the Town of Kent shown and designated on the Town of Kent Tax Maps as Section 22., Block 1, Lot 21, Section 12., Block 3, Lot 74 and Section 22., Block 1, Lot 22 (collectively, the "Grantee Parcels"); and


WHEREAS, the parties executed a certain Access Easement and Maintenance Agreement dated October 29, 2018 and recorded in the Office of the Putnam County Clerk on November 19, 2018 in Liber 2095 Page 453 (the "Agreement") which, *inter alia*, established a permanent easement and right-of-way for the benefit of the Grantee Parcels upon, over, under and across the Grantor Parcel; and

WHEREAS, the Agreement specifically provided that the Easement would not become effective until and unless the Grantee became the owner of the Grantee Parcels, and that either the Grantor or the Grantee could, unilaterally, terminate the Agreement if the Contracts of Sale between the Grantee and the owners of the Grantee Parcels were terminated; and

WHEREAS, both Contracts of Sale were terminated by notices dated January 19, 2019, and Grantee, consistent with the provisions of Paragraph 7 of the Agreement, desires to formally terminate the Agreement of record;

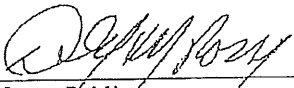
NOW, THEREFORE, the Grantee hereby unilaterally declares that the Agreement is hereby terminated and consents that this instrument be recorded in the Office of the Clerk of the County of Putnam.

IN WITNESS WHEREOF, the Grantee has executed this instrument as of the date and year first above written.

  
\_\_\_\_\_  
John Clancy

STATE OF NEW YORK  
COUNTY OF PUTNAM

On the 20<sup>th</sup> day of May in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared John Clancy, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

DONALD M. ROSSI  
Notary Public State of New York  
#02RO4714664  
Qualified in Westchester County  
Commission Expires October 31, 2022

**Patrick J. O'Sullivan**

---

**From:** proofpoint-pps@websterbank.com  
**Sent:** Tuesday, November 29, 2022 12:40 PM  
**To:** Patrick J. O'Sullivan  
**Subject:** Welcome to Proofpoint



**Webster**

Welcome to Proofpoint  
For Patrick O SULLIVAN pjosullivan@kblaw.com

---

An account has been created for you to manage your personal safe senders and blocked senders lists and to manage your personal quarantine

Your temporary password is **S8ggXsvmM4**

#62

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A040)/ SHERIFF'S DEPARTMENT/ CYBER FRAUD TASK FORCES GRANT / MEMORANDUM OF UNDERSTANDING (MOU)**

**WHEREAS, the Putnam Sheriff has entered into a Memorandum of Understanding (MOU) with the United States Secret Service for the purposes of receiving reimbursable costs incurred by the Putnam County Sheriff's Office (PCSO) in providing resources to joint operations towards its Cyber Fraud Task Forces (CFTF); and**

**WHEREAS, the maximum reimbursement for overtime worked is \$15,000 per law enforcement official; and**

**WHEREAS, the PCSO has designated one (1) law enforcement official for this joint operation; and**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment to account for the Cyber Fraud Task Forces Grant awarded to Putnam County; and**

**WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**Increase Estimated Revenue:**

**32311000 443890 10204      Public Safety – Cyber Fraud Task Forces Grant    15,000**

**Increase Estimated Appropriations:**

<b>32311000 51093 10204</b>	<b>Overtime</b>	<b>13,853</b>
<b>32311000 58002 10204</b>	<b>FICA</b>	<b><u>1,147</u></b>
		<b>15,000</b>

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



MICHAEL J. LEWIS  
Commissioner Of Finance



cc: all  
Prot  
ATA

Reso

SHEILA M. BARRETT  
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk  
From: Sheila M. Barrett, Deputy Commissioner of Finance *SM*  
Re: Budgetary Amendment - **23A040**  
Date: June 22, 2023

At the request of the Sheriff, the following budgetary transfer is required.

**Increase estimated revenue:**

32311000.443890.10204      Public Safety: Cyber Fraud Task Forces Grant      \$15,000

**Increase estimated appropriations:**

32311000.51093.10204      Overtime      \$13,853  
32311000.58002.10204      FICA      \$1,147

2023 JUN 23 AM 11:11  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Fiscal Impact - 2023 - \$ 0  
Fiscal Impact - 2024 - \$ 0

This Resolution is required to account for the Cyber Fraud Task Forces Grant awarded to Putnam County as per the attached correspondence.

*(Did not apply for grant)*

Approved:

Kevin M. Byrne  
County Executive



**KEVIN J. MCCONVILLE**  
SHERIFF

**PUTNAM COUNTY  
OFFICE OF THE SHERIFF  
AND  
CORRECTIONAL FACILITY  
THREE COUNTY CENTER  
CARMEL, NEW YORK 10512  
845-225-4300**



**THOMAS H. LINDERT**  
UNDERSHERIFF

June 20, 2023

Michael Lewis  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, NY 10512

Dear Commissioner Lewis:

I am advising you of the following request to amend the 2023 Putnam County Sheriff's Department budget:

**Increase Estimated Revenues:**

32311000 443890 10204: BCI: Federal Aid: Public Safety: Cyber Fraud Task Forces: \$15,000

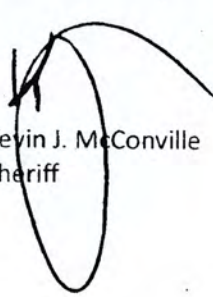
**Increase Estimated Appropriations:**

32311000 51093 10204: BCI: Overtime: Public Safety: Cyber Fraud Task Forces: \$13,852.50

32311000 58002 10204: BCI: FICA: Public Safety: Cyber Fraud Task Forces \$ 1,147.50

The request is based on an agreement (attached hereto) between the Putnam County sheriff's Office (PCSO) and the United States Secret Service, for the purpose of receiving reimbursable costs incurred by the PCSO in providing resources to joint operations towards its Cyber Fraud Task Forces (CFTF's). The maximum reimbursement for overtime worked is \$15,000 per law enforcement official. The PCSO has designated one law enforcement official for this joint operation.

Thank you for your attention to this matter.

  
Kevin J. McConville  
Sheriff

*Sheriff office did not apply for grant*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PUTNAM COUNTY SHERIFF'S OFFICE  
AND  
THE UNITED STATES SECRET SERVICE**

The Putnam County Sheriff's Office (PCSO) and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the PCSO and the Secret Service or upon 30 day written notice by either party to this agreement.

**I. AUTHORITY**

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment, and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I) (hereinafter "overtime costs and other expenses").

**II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Putnam County Sheriff's Office and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

**III. CONDITIONS AND PROCEDURES**

The parties agree to the following conditions:

- (a) The PCSO may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The PCSO will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for

**FOR OFFICIAL USE ONLY**

reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service CTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CTF, the PCSO will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The PCSO shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the PCSO, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The PCSO shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the PCSO wants the Electronic Funds transfer (EFT) payment deposited for the

**FOR OFFICIAL USE ONLY**

reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

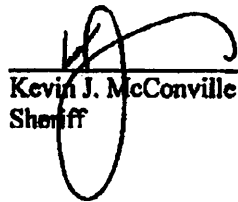
#### IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the PCSO and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service  
New York Field Office

Putnam County Sheriff's Office

  
SAIC Patrick J. Preaney

  
Kevin J. McConville  
Sheriff

Date: 05/17/23

Date: 5/3/23

U.S. Secret Service  
Criminal Investigations Division

  
for SAIC William Mancino

Date: 5/16/23

FOR OFFICIAL USE ONLY

#6j

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A041)/ DISTRICT ATTORNEY/ ASSET FORFEITURE PROGRAM**

**WHEREAS, the District Attorney has requested a budgetary amendment (23A041) to use Forfeiture Asset Reserve funds to purchase video and recording equipment for two (2) interview rooms at the Town of Kent Police Department; and**

**WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**Increase Revenue:**  
10001000 427152      DA Asset Forfeiture – Asset Forfeiture Program                      19,500

**Increase Appropriations:**  
10001000 54936      DA Asset Forfeiture – Partnership Initiative                                      19,500

**2023 Fiscal Impact – 0 –**  
**2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



cc:all  
Prot  
A+A

RESO



MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 23, 2023

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

2023 JUL - 7 AM 10: 57  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following budgetary amendment **23A041** which was submitted for approval:

**Increase Revenue:**  
**10001000 427152**

**DA Asset Forfeiture – Asset Forfeiture Program      \$ 19,500**

**Increase Appropriations:**  
**10001000 54936**

**DA Asset Forfeiture – Partnership Initiative      \$ 19,500**

2023 Fiscal Impact -0-  
2024 Fiscal Impact -0-

District Attorney Robert Tandy respectfully requests the use of Forfeited Asset reserve funds to purchase video and recording equipment for two interview rooms at the Town of Kent Police Department.

Please forward to the appropriate committee.

**AUTHORIZATION:**

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

\_\_\_\_\_  
Date                      County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000

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

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

PCDA Forfeited Asset Acct ~ Ck # 1036 ~ \$19,500.

**CHIEF ASSISTANT DISTRICT ATTORNEY**  
Chana Krauss

**FIRST ASSISTANT DISTRICT ATTORNEY**  
Breanne Smith



**ASSISTANT DISTRICT ATTORNEYS**  
Todd Carpenter  
Joseph Charbonneau  
Mackenzie Ferguson  
Melissa Lynch  
Kerianne Morrissey

**ROBERT V. TENDY**  
District Attorney

**TO:** Michael Lewis, Interim Commissioner of Finance  
**FROM:** Christina Rizzo, Chief of Staff to the District Attorney  
**DATE:** June 22, 2023  
**RE:** Increase Budget Line

Enclosed is check #1036 for \$19,500 to increase 10001000 54936 Partnership Initiatives to be used to purchase video and recording equipment for 2 interview rooms at the Kent Police Department.

Thank you.

  
Christina Rizzo

CC: Robert V. Tendy



#6K

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A044)/ EMERGENCY SERVICES/ EMS  
CONTRACTS/ EMPRESS AMBULANCE SERVICES/ ADVANCED LIFE SUPPORT (ALS)**

**WHEREAS, through a competitive selection process, Empress Ambulance Services has been awarded the Advanced Life Support (ALS) contract with the effective date of July 16, 2023 through July 15, 2026; and**

**WHEREAS, ALS services are not mandated for county governments by state or federal government; and**

**WHEREAS, Putnam County has taken on this countywide responsibility with the understanding that providing this service is a priority and essential and it provides a substantial cost savings to local towns and villages throughout the County; and**

**WHEREAS, the Commissioner of Emergency Services has requested a budgetary amendment (23A044) to provide additional funding needed to accommodate the new fees and conditions of this contract; and**

**WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:**

**14398900 54646 EMS – Contracts 600,000**

**Increase Estimated Revenues:**

**10131000 424011 Interest & Earnings 600,000**

**2023 Fiscal Impact – 0 –**

**2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner Of Finance



cc: all  
Prot  
A&A

Reso

SHEILA BARRETT  
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Commissioner of Finance  
RE: **Budgetary Amendment – 23A044**  
DATE: July 13, 2023

2023 JUL 14 AM 9:56  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Commissioner of the Bureau of Emergency Services, the following budgetary amendment is necessary.

**General Fund:**

**Increase Appropriations:**

14398900 54646 EMS - Contracts \$ 600,000

**Increase Estimated Revenues:**

10131000 424011 Interest and Earnings \$ 600,000

Fiscal Impact - 2023 - \$ 0

Fiscal Impact - 2024 - \$ 0

Empress Ambulance Services through a competitive selection process has been awarded the advanced life support (ALS) contract with the effective date of July 16, 2023, through July 15, 2026. Additional funding is needed to accommodate the new fees and conditions of this contract.

To be noted, ALS services are not mandated for county governments by state or federal government. Putnam County has taken on this countywide responsibility with the understanding that providing this service is a priority and essential and provides substantial cost savings to local towns and villages throughout the County.

Please forward to the appropriate committee.

Approved

---

Kevin M. Byrne -County Executive

#62

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BUDGETARY AMENDMENT (23A046)/ SHERIFF'S DEPARTMENT/  
PREVENTION COUNCIL OF PUTNAM, INC. FUNDS/ NARCOTICS OVERTIME**

**WHEREAS, the Putnam County Sheriff's Department received a check in the amount of \$5,000 from the Prevention Council of Putnam, Inc. to conduct off-premises compliance checks at alcohol establishments in Putnam County; and**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (23A046) to use these funds to offset the Narcotics Unit's Overtime expense; and**

**WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**Increase Estimated Revenues:**

**14311000 415899 Sheriff – Narcotics – NCADD 5,000**

**Increase Appropriations:**

**14311000 Sheriff – Narcotics**  
**51093 Overtime 4,645**  
**58002 Social Security 355**  
**5,000**

**2023 Fiscal Impact – 0 –**  
**2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



cc: all  
Prot  
A+K

Reso

MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

July 13, 2023

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

2023 JUL 14 AM 9:56  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following **2023** budgetary amendment which has been submitted for approval.

Increase Estimated Revenues:

14311000 415899 Sheriff – Narcotics – NCADD \$5,000.00

Increase Appropriations:

14311000	Sheriff – Narcotics	
51093	Overtime	\$4,645.00
58002	Social Security	<u>355.00</u>
		<u>\$5,000.00</u>

2023 Fiscal Impact -0-  
2024 Fiscal Impact -0-

The PC Sheriff's department received a check in the amount of \$5,000 from the Prevention Council of Putnam, Inc to conduct off-premises compliance checks at alcohol establishments in Putnam County. The Sheriff respectfully requests these funds be used to offset the Narcotics Unit's overtime expense.

AUTHORIZATION:

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

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

Date \_\_\_\_\_ Chairperson Audit/Designee: \$0 - \$10,000.00 **23A046**

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





**PUTNAM COUNTY  
OFFICE OF THE SHERIFF  
AND  
CORRECTIONAL FACILITY  
THREE COUNTY CENTER  
CARMEL, NEW YORK 10512  
845-225-4300**



**KEVIN J. MCCONVILLE**  
SHERIFF

**THOMAS H. LINDERT**  
UNDERSHERIFF

**PREVENTION COUNCIL OF PUTNAM, INC DONATION.**

DATE: 6/16/2023

Mr. Michael Lewis  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #0000995498 in the amount of \$5,000.00

**From: PREVENTION COUNCIL OF PUTNAM, INC**

As per the attached letter from the Prevention Council, this enclosed check represents funding, towards overtime, to the PCSO to conduct off-premise compliance checks at alcohol establishments in Putnam County,

Please apply to the corresponding 2023 revenue account#:

14311000.415899	\$5,000
-----------------	---------

Also increase 2023 expenditure lines:

14311000.51093	\$4,645.00
----------------	------------

*Narcotics Overtime*

14311000.58002	\$ 355.00
----------------	-----------

*Narcotics Social Security*

Very truly yours,

Thomas H. Lindert  
Undersheriff

The  
**Prevention Council**  
of Putnam

Kristin E. McConnell, MS, CPP-G  
Executive Director

67 Glenelda Avenue, Carmel, NY 10612

Tel: (845)226-4646  
Fax: (845)226-5935  
www.preventioncouncilputnam.org

March 31, 2023

Sheriff Kevin McConville  
Putnam County Sheriff's Office  
Three County Center  
Carmel, NY 10512

Dear Sheriff McConville,

This letter will confirm our agreement regarding overtime funding for the Putnam County Sheriff's Office to conduct off-premise compliance checks at alcohol establishments in Putnam County. The following outlines the roles, responsibilities and service between the Putnam County Sheriff's Office and the Prevention Council of Putnam.

1. The Prevention Council of Putnam will compensate the Putnam County Sheriff's Office up to \$5,000 for this work. ***This work must be completed by June 1, 2023***
2. The Putnam County Sheriff's Office will provide the Prevention Council of Putnam with the results of the compliance check operations.
3. The Putnam County Sheriff's Office will issue a press release to local media outlets with the results of the compliance checks. **The press release will include mention of the co-sponsorship between the Putnam County Sheriff's Office and the Prevention Council of Putnam.** The press release will be pre-approved by both entities before it is released to the media.
4. The entire \$5,000 will be payable upon the Putnam County Sheriff's Office completion of the specified work.

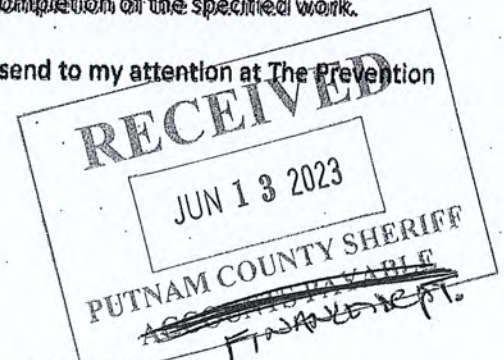
To confirm that this is acceptable, please sign the bottom portion of this letter and send to my attention at The Prevention Council of Putnam, 67 Glenelda Avenue, Carmel, NY 10512. Thank you.

Sincerely,

Kristin McConnell

  
\_\_\_\_\_  
Kevin McConville, Sheriff

April 12, 2023  
Date



ck 0000 995498 6/12/23

#6m

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ FUND TRANSFER (23T192)/ EMERGENCY SERVICES / OTHER EQUIPMENT**

**WHEREAS, the Commissioner of the Bureau of Emergency Services has requested a fund transfer (23T192) to cover the purchase of two (2) Message Boards; and WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it RESOLVED, that the following fund transfer be made:**

**Decrease:**  
10398901 54379 10157                      Training Supplies                      28,650

**Increase:**  
10398901 52680 10157                      Other Equipment                      28,650

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



Special  
Prot  
A+A

Reso

COUNTY OF PUTNAM  
FUND TRANSFER REQUEST

TO: Commissioner of Finance  
FROM: Robert Lipton, Commissioner  
DEPT: Bureau of Emergency Services  
DATE: 7/11/23

2023 JUL 12 AM 11:40  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT# / NAME	TO ACCOUNT# / NAME	AMOUNT	PURPOSE
10398901 54379 10157 Training Supplies	10398901 52680 10157 Other Equipment	\$28,650.00	Additional funds needed for 2 Message Boards

20 Fiscal Impact \$ \_\_\_\_\_

20 Fiscal Impact \$ \_\_\_\_\_

Department Head Signature/Designee Date

AUTHORIZATION: (Electronic signatures)

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

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

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

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

23T192





PO Box 726  
Brewster NY 10509  
United States

# Estimate

Date: 7/3/2023  
 Estimate #: QUO4844  
 Expires: 8/2/2023  
 Exp. Close: 7/3/2023  
 Project:  
 Terms: Net 30  
 Shipping Method: Manufacturer Shipping

**Bill To**  
 Ralph Falloon  
 Putnam County Bureau of Emerge...  
 112 Old Route 6  
 Carmel NY 10512  
 United States

**Ship To**  
 Ralph Falloon  
 Putnam County Bureau of Emerge...  
 112 Old Route 6  
 Carmel NY 10512  
 United States

Item	Description	Quantity	Units	Rate	Amount
VERM-PCMS 548/WIN (PRO)	Ver-mac 548, Proseries, 45"x80" Display, 30x68 Pixels, 3x65 Watt Solar Panels, Tilt & Rotate, Manual Winch, Refresh/alerts, V-synch Wifi Ntcp Touchscreen, Stealth Tech Batteries, 4g Jamlogic 10 Yr, 15 Amp Chgr, Anti-theft Bars. - UNIT# / SN#: - UNIT# / SN#:  - HITCH TYPE & POWER HARNESS TYPE TO BE CONFIRMED UPON RELEASE OF ORDER -  ***SPECIAL ORDER ITEM, NOT STOCKED. CURRENT MFRs LEAD TIMES ARE 5-7 WEEKS ARO***  ***MFRs FREIGHT TO TLC \$1,500.00 FOR (2EA)***	2	Ea	14,050.00	28,100.00
QUOTE	* All Quotes Good For 30 Days ** If No Freight Charges Are Present They Will Be Added When Location Is Supplied *** Contractor/customer Is Responsible For Quantities **** State And Local Taxes May Apply	1	Ea	0.00	0.00
QUOTE1	***** Pricing Subject To Availability If Item Is Out Of Stock And Is Unable To Be Added To A Stocking Order, Additional Freight Charges May Apply ***** All Pricing Is Subject To Engineer Approval	1	Ea	0.00	0.00
QUOTE2	**** Returns **** **** Signs - No Returns **** Stock Items - 30 Days From Date Of Invoice Assuming Products In New Condition, Unopened, Etc, No Returns Over 30 Days **** Non Stock/special Order Items - Absolutely No Returns **** Payment Is due N30 from date of invoice regardless of Modification or Purchase Order Issuance. Accounts will be put on Credit Hold when an invoice reaches 75 Days.	1	Ea	0.00	0.00

Subtotal 28,100.00  
 Shipping Cost (Manufacturer Shipping Charge) 1,500.00  
 Total \$29,600.00



23T192

#60

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ BREWSTER INDUSTRIAL OWNER, LLC PROJECT / PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

**WHEREAS, the Putnam County Legislature is in receipt of a request on behalf of Brewster Industrial Owner LLC the owner of premises situated at 101 and 201 Pugsley Road, Brewster, New York 10509, Section 45, Block 1, Lot 5 and Section 45, Block 1, Lot 8.2 on the Official Tax Map of the Town of Southeast (the "Subject Premises"), seeking Putnam County's involvement in a real property tax abatement program and payment in lieu of taxes ("PILOT") agreement in connection with certain improvements to be operated as a distribution center on the Subject Premises; and**

**WHEREAS, the project is being done with the financial assistance of the Putnam County Industrial Agency ("IDA"); and**

**WHEREAS, the Economic Development & Energy Committee of the Putnam County Legislature has reviewed and approves that IDA financing and associated tax abatement programs, coupled with agreements for payments to local municipalities and school districts in lieu of taxes, are an appropriate way to encourage commerce to grow and prosper in this region, as well to encourage job growth and business retention, while at the same time avoiding a complete loss of revenue resulting from the potential "tax exempt" status of the transaction; now therefore be it**

**RESOLVED, that the Putnam County Legislature hereby authorizes and approves the following tax abatement schedule to be applied only to so much of the assessed valuation of the Subject Premises applicable solely to the improvements made pursuant to the IDA benefits package contemplated hereunder:**

<b>Year 1</b>	<b>0%</b>
<b>Year 2</b>	<b>0%</b>
<b>Year 3</b>	<b>50%</b>
<b>Year 4</b>	<b>45%</b>
<b>Year 5</b>	<b>40%</b>
<b>Year 6</b>	<b>35%</b>
<b>Year 7</b>	<b>30%</b>
<b>Year 8</b>	<b>25%</b>
<b>Year 9</b>	<b>20%</b>
<b>Year 10</b>	<b>15%</b>
<b>Year 11</b>	<b>10%</b>
<b>Year 12</b>	<b>5%</b>

**And be it further**

**RESOLVED, that the Clerk of the Putnam County Legislature shall forward a certified copy of this resolution to the Putnam County Industrial Development Agency, the Assessor of the Town of Southeast and the Town of Southeast Receiver of Taxes.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

Revised - Received from Daniel D. Tartaglia, Esq.

7/19/23

PUTNAM COUNTY LEGISLATURE

Resolution # \_\_\_\_\_

Introduced By Legislator: \_\_\_\_\_ on behalf of the Economic Development & Energy Committee at a Regular Meeting held on July 24, 2023.

**APPROVAL/ BREWSTER INDUSTRIAL OWNER, LLC PROJECT / PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

WHEREAS, the Putnam County Legislature is in receipt of a request on behalf of Brewster Industrial Owner LLC the owner of premises situated at 101 and 201 Pugsley Road, Brewster, New York 10509, Section 45, Block 1, Lot 5 and Section 45, Block 1, Lot 8.2 on the Official Tax Map of the Town of Southeast (the "Subject Premises"), seeking Putnam County's involvement in a real property tax abatement program and payment in lieu of taxes ("PILOT") agreement in connection with certain improvements to be operated as a distribution center on the Subject Premises; and

WHEREAS, the project is being done with the financial assistance of the Putnam County Industrial Agency ("IDA"); and

WHEREAS, the Economic Development & Energy Committee of the Putnam County Legislature has reviewed and approves that IDA financing and associated tax abatement programs, coupled with agreements for payments to local municipalities and school districts in lieu of taxes, are an appropriate way to encourage commerce to grow and prosper in this region, as well to encourage job growth and business retention, while at the same time avoiding a complete loss of revenue resulting from the potential "tax exempt" status of the transaction; now therefore be it

RESOLVED, that the Putnam County Legislature hereby authorizes and approves the following tax abatement schedule to be applied only to so much of the assessed valuation of the Subject Premises applicable solely to the improvements made pursuant to the IDA benefits package contemplated hereunder:

Year 1	0%
Year 2	0%
Year 3	50%
Year 4	45%
Year 5	40%
Year 6	35%
Year 7	30%
Year 8	25%
Year 9	20%
Year 10	15%
Year 11	10%
Year 12	5%

2023 JUL 19 PM 1:42  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

And be it further

RESOLVED, that the Clerk of the Putnam County Legislature shall forward a certified copy of this resolution to the Putnam County Industrial Development Agency, the Assessor of the Town of Southeast and the Town of Southeast Receiver of Taxes.

BY POLL VOTE:

PUTNAM COUNTY LEGISLATURE

Resolution # \_\_\_\_\_  
Introduced By Legislator: \_\_\_\_\_ on behalf of the Economic  
Development & Energy Committee at a Regular Meeting held on July 24, 2023.

Page 2

Vote:

State of New York    )  
                                  ) ss:  
County of Putnam    )

I hereby certify that the above is a true and exact copy of a resolution passed by the  
Putnam County Legislature while n session on \_\_\_\_\_, 2023.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Clerk - Putnam County Legislature



## Edward Gordon

---

**From:** Daniel Tartaglia <daniel Tartaglia@gmail.com>  
**Sent:** Friday, June 30, 2023 11:46 AM  
**To:** putcoleg  
**Subject:** Brewster Industrial Owners LLC - PILOT for the Commercial Campus at Fields Corner Project - 101 and 201 Pugsley Road, Brewster, NY 10509 (Tax Lot(s) 45.-1-5 and 45.1-8.2)  
**Attachments:** Letter to Paul Jonke Chair Putnam County Board of Legislators 6-30-2023.pdf; Brewster Proposed PILOT 12 Year Term with 485b Discount Schedule.pdf

Some people who received this message don't often get email from daniel Tartaglia@gmail.com. [Learn why this is important](#)

### **PUTNAM COUNTY NOTICE**

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

Please see attached correspondence.

--

**Daniel D. Tartaglia, Esq.**  
Tartaglia Law Group LLC  
800 Westchester Avenue - N307  
Rye Brook, NY 10573  
(914) 481-1880  
Fax (914) 206-4858



This email, whether or not it contains a typed name or a signature block, does not constitute a signed writing for any purposes including an agreement or an amendment or other modification of any agreement that calls for such amendment or other modification to be in writing. For purposes of the foregoing sentence, the Electronic Signatures in Global and National Commerce Act (E-Sign Act, 15 U.S.C. 7001 et seq.) does not require the parties to use or accept electronic signatures and therefore is inapplicable.

## Veneziano & Associates

84 Business Park Drive – Suite 200  
Armonk, NY 10504

June 30, 2023

*Via Email: putcoleg@putnamcountyny.gov*  
Hon. Paul Jonke, Chairman  
Putnam County Board of Legislators  
40 Gleneida Avenue, Carmel, NY 10512

Re: Brewster Industrial Owners LLC - PILOT for the Commercial Campus at Fields Corner Project in the Town of Southeast, Putnam County, State of New York, located at 101 and 201 Pugsley Road, Brewster, NY 10509 (Tax Lot(s) 45.-1-5 and 45.1-8.2)

Dear Chairman Jonke,

Our office represents Brewster Industrial Owners LLC in connection with its application for benefits from the Putnam County Industrial Development Agency (“PIDA”). As identified in its Project SEQRA Environmental Findings, these requested benefits will significantly impact our client’s intended business operations while having the potential to bolster economic growth within the Town of Southeast.

Our client, Brewster Industrial Owners LLC, has recently embarked on a large-scale industrial project in Brewster. They are dedicated to investing in the local community, creating new jobs, and providing a stimulus to the local economy. However, to ensure the feasibility and success of this project and to assist in facilitating an initial 2-year build out and rental period, our client is requesting that the Putnam County Board of Legislators consider a 12-year Payment in Lieu of Taxes (PILOT) schedule (copy attached).

It should be noted that while this may be at variance with the typical 10-year schedule approved by the County in the past, the project will pay full taxes in the first 2 years, and the discount schedule for the next 10-years is identical to the 10-year statutory discount schedule contained in Real Property Tax Law Section 485-b.

The proposed PILOT schedule, in this case, will assist Brewster Industrial Owners LLC in effectively managing the economic challenges of this project involved in site development and initial leasing. It would ensure the company's financial stability over the next 12 years, allowing them to focus on project execution, local hiring, and long-term growth in our county.

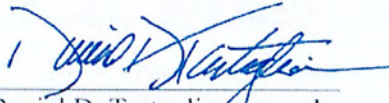
Moreover, this agreement would have a lasting positive impact on Putnam County's economy. By granting this request, the Board of Legislators will be endorsing a project that will drive job creation, enhance local industry, and contribute to the tax base over the long term. It is our belief that this is a win-win proposal for both Brewster Industrial Owners LLC and the County of Putnam.

Hon. Paul Jonke, Chairman  
Putnam County Board of Legislators  
June 30, 2023  
Page 2

We understand the implications such a commitment may have and the need for careful consideration, so, we are willing to provide any additional information, attend any meetings and engage in further discussions as required to facilitate this process.

Thank you for your time and consideration. We look forward to your response and are hopeful for a favorable outcome that supports both the success of Brewster Industrial Owners LLC and the growth of Putnam County.

Very truly yours,



Daniel D. Tartaglia, counsel  
Veneziano & Associates

cc: William Nulk, PIDA Chairman  
*Via Email: [william.nulk@putnamida.com](mailto:william.nulk@putnamida.com)*  
Daniel Birmingham, Esq.  
*Via Email: [dbirmingham@hawkins.com](mailto:dbirmingham@hawkins.com)*



PILOT YEAR	Combined Assessment:	Assessment/\$1000	COUNTY TAX RATE	SCHOOL TAX RATE	TOWN TAX RATE	COMBINED RATE	485(b) 10 Yr. Discount Schedule	Proposed 485(b) 12 Yr. Discount Schedule	PILOT Payment w/out Discount	PILOT PAYMENT 485(b) Discount Schedule	PROPOSED PILOT PAYMENT 485(b) Discount Schedule 12 Yr. Term	Difference
1	\$1,004,000.00	\$1,004.00	\$2.75	\$26.67	\$2.84	32.26	0.5	1	\$32,389.04	\$16,194.52	\$32,389.04	(\$16,194.52)
2	\$1,004,000.00	\$1,004.00	\$2.81	\$27.20	\$2.90	32.91	0.55	1	\$33,036.82	\$18,170.25	\$33,036.82	(\$14,866.57)
3	\$74,609,100.00	\$74,609.10	\$2.86	\$27.75	\$2.95	33.56	0.6	0.5	\$2,504,127.90	\$1,502,476.74	\$1,252,063.95	\$250,412.79
4	\$74,609,100.00	\$74,609.10	\$2.92	\$28.30	\$3.01	34.23	0.65	0.55	\$2,554,210.46	\$1,660,236.80	\$1,404,815.75	\$255,421.05
5	\$74,609,100.00	\$74,609.10	\$2.98	\$28.87	\$3.07	34.92	0.7	0.6	\$2,605,294.67	\$1,823,706.27	\$1,563,176.80	\$260,529.47
6	\$74,609,100.00	\$74,609.10	\$3.04	\$29.45	\$3.14	35.62	0.75	0.65	\$2,657,400.57	\$1,993,050.42	\$1,727,310.37	\$265,740.05
7	\$74,609,100.00	\$74,609.10	\$3.10	\$30.03	\$3.20	36.33	0.8	0.7	\$2,710,548.58	\$2,168,438.86	\$1,897,384.00	\$271,054.86
8	\$74,609,100.00	\$74,609.10	\$3.16	\$30.64	\$3.26	37.06	0.85	0.75	\$2,764,759.55	\$2,350,045.62	\$2,073,569.66	\$276,475.96
9	\$74,609,100.00	\$74,609.10	\$3.22	\$31.25	\$3.33	37.8	0.9	0.8	\$2,820,054.74	\$2,538,049.27	\$2,256,043.79	\$282,005.48
10	\$74,609,100.00	\$74,609.10	\$3.29	\$31.87	\$3.39	38.55	0.95	0.85	\$2,876,455.83	\$2,732,633.04	\$2,444,987.46	\$287,645.58
11	\$74,609,100.00	\$74,609.10	\$3.35	\$32.51	\$3.46	39.32	1	0.9	\$2,933,984.95	\$2,933,984.95	\$2,640,586.46	\$293,398.49
12	\$74,609,100.00	\$74,609.10	\$3.42	\$33.16	\$3.53	40.11	1	0.95	\$2,992,664.65	\$2,992,664.65	\$2,843,031.42	\$149,633.23

TOTALS: \$32,071,577.30 \$29,510,321.44 \$2,561,255.87

## Diane Schonfeld

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**From:** William Nulk  
**Sent:** Saturday, July 15, 2023 3:50 PM  
**To:** Kevin Byrne; Greg Ellner; James Burpoe; Diane Schonfeld  
**Cc:** Diane Trabulsy; Michael Lewis; Dan Birmingham; 'Dan Tartaglia'; Jane Orlin/USA  
**Subject:** PCIDA: Request for Approval of PILOT for Brewster Industrial Owners project - Campus at Fields Lane  
**Attachments:** 2023-2-21-2 Brewster Industrial authorization.pdf; 1 b Letter to Paul Jonke Chair Putnam County Board of Legislators 6-30-2023.pdf; 1 c Brewster Proposed PILOT 12 Year Term with 485b Discount Schedule.pdf

Dear County Executive Byrne and Chairman Ellner,

The Putnam County Industrial Development Agency asks for the consideration and approval of the application of benefit of **Payments In Lieu Of Taxes**, by our agency to the Brewster Industrial Owners LLC Project, now in progress on Pugsley Road/Fields Lane in Southeast.. The PCIDA passed a resolution authorizing appropriate Sales Tax benefits for the project on 2/21/2023, and closed on that agreement on 3/17/2023, after the Property Tax posting Date. That was because the Brewster School Board submitted a specific denial of the initially proposed PILOT. It was not a standard 485b PILOT structure, and they had a policy specifically allowing only that. The PCIDA **Universal Tax Exemption Policy** has allowances for the deviation of the standard format given specific considerations which the Board felt were merited. Brewster Industrial Owners LLC have revised their request for a deviation that now more closely aligns with the standard format while still allowing the the time needed to reasonably build and market their new facility. That is the PILOT we are asking the taxing entities, Town of Southeast, Putnam County, and the Brewster School District for their approval of. Attached are the Authorization Resolution 2023-2-21-2, the letter to Chairman Jonke, requesting the County's approval of the revised PILOT, and a copy of the revised PILOT schedule of payments. I am available to you if further information is required.

For the members of the Board, Ed Cooke, Joe Downey, Michael Karlsson, Simon Carey, Abby O'Brien, and myself, thank you for your support of the Putnam County Industrial Development Agency.



Bill Nulk, Chairman  
Putnam County Industrial Development Agency  
(c) 845 721-9216  
[William.Nulk@putnamida.com](mailto:William.Nulk@putnamida.com)





Putnam County Industrial Development Agency

2 Route 164, Suite 2B  
Patterson, NY 12563  
845-808-1031 [www.putnamida.com](http://www.putnamida.com)

## Record of Roll Call Vote

### RESOLUTION 2023-2-21-2

**RESOLUTION OF THE PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY ADOPTED FEBRUARY 21, 2023, APPROVING THE BREWSTER INDUSTRIAL OWNER, LLC PROJECT STRAIGHT-LEASE TRANSACTION**

February 21, 2023

PCIDA Conference Room, Patterson, NY

MEETING DATE

MEETING LOCATION

Board Member Mike Karlsson offered the above resolution and moved its adoption.

The resolution was seconded by Board Member Ben Cheah and duly put to a vote on roll call, which resulted as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Abby O'Brien	✓	—	—	—
Simon Carey	✓	—	—	—
Ben Cheah	✓	—	—	—
Edward Cooke	—	✓	—	—
Joe Downey	—	✓	—	—
Mike Karlsson	✓	—	—	—
Bill Nulk	✓	—	—	—

AYES: 5 NOES: 2 The resolution was declared adopted.

Testified: [Signature] Title: Secretary

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**RESOLUTION 2023-2-21-2**

**RESOLUTION OF THE PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY ADOPTED FEBRUARY 21, 2023, APPROVING THE BREWSTER INDUSTRIAL OWNER, LLC PROJECT STRAIGHT-LEASE TRANSACTION**

WHEREAS, the Putnam County Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular under the provisions of the New York State Industrial Development Agency Act, and Chapter 399 of the 1987 Laws of the State of New York, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York (the "State") and to improve their prosperity and standard of living; and

WHEREAS, Brewster Industrial Owner, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (the "Company"), the sole member of which is Brewster Industrial Investor LLC, a Delaware limited liability company (the "Sole Member"), has submitted an Application dated December 7, 2022 (the "Application") to the Agency for financial assistance with respect to a project to be located on a portion of approximately 228.94 acres of land located on Pugsley Road, in the Town of Southeast, New York (specifically, tax map numbers 45.-1-5 and 45.1-8.2, (collectively, the "Existing Tax Lots")) (collectively, the "Premises"), for the creation of a commercial campus for industries within the transportation/warehousing/logistical sectors, consisting of the acquisition of the parcel of land, the construction by Lincoln Equities Group LLC, a Delaware limited liability company (the "Developer") of two buildings thereon aggregating approximately 921,100 square feet of warehouse/logistics space to be leased to end users (collectively, the "Facility"), including all ancillary and related site work, demolition, and other work required in connection therewith, and the acquisition of equipment and furnishings to be installed therein, for lease to the Agency by the Company, for sublease by the Agency to the Company, and for sub-sublease by the Company to such end-users, and having an approximate total project cost of \$192,215,000 (the "Project"); and

WHEREAS, the Application sets forth certain information with respect to the Company, including that Agency financial assistance is needed for the Company to move forward with the Project in Putnam County (the "County") and New York State; and

WHEREAS, the Agency proposes to provide financial assistance in the form of real property tax abatements in the form of payments-in-lieu-of- taxes ("PILOT") payments and sales and use tax exemptions to the Company in developing the Project by entering into a straight-lease transaction (as such term is defined in the Act); and

WHEREAS, the Agency desires that, subsequent to the closing of the straight-lease transaction with respect to the Project, the Company utilize commercially reasonable efforts to diligently work in cooperation with the Town of Southeast Town Assessor to effect the



creation of one or more new tax lots (the "New Tax Lots") within the boundaries of the Existing Tax Lots so that certain "no build areas" of the Existing Tax Lots may be separated from that portion of said 228.94 acres comprising the Premises and thereby excluded from the subject Project property and the Project Documents (as defined below); and

WHEREAS, in order to provide financial assistance to the Company for the Project, the Agency intends to enter into (i) a lease/leaseback arrangement with respect to the Premises, the improvements and the equipment, (ii) a payment in lieu of taxes agreement, (iii) a sales tax benefits exemption agreement, and (iv) such other agreements as may be necessary or desired by the Agency in connection with the Project; and

WHEREAS, the Company has requested a proposed PILOT payment schedule which deviates from the Agency's Uniform Tax Exemption Policy ("UTEP") in both the amount and calculation of PILOT benefits, as well as the overall PILOT term; and

WHEREAS, on February 7, 2023, the Agency published in *The Journal News* a notice of a public hearing for the Project to be held on February 17, 2023 at 10:00 o'clock A.M., which public hearing was duly held at the Town of Southeast Town Hall, 1360 Route 22, Brewster, New York; and

WHEREAS, concurrently with the publication of such notice, the Agency notified the chief executive officer and governing board of each affected taxing jurisdiction of the proposed Project and of the public hearing, and that the proposed financial assistance would deviate from the UTEP, and stated the reasons for such deviation,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby accepts the Application.

Section 2. The Agency hereby finds and determines that (i) the Project is authorized by the Act, (ii) the Project constitutes a "project" within the meaning of the Act and will be in furtherance of the policy of the State of New York, (iii) there will be no loss of jobs in the County as a result of the Agency providing financial assistance to the Project, (iv) the Project will provide construction jobs within the County, and (v) the Project is considered an extremely significant project which is vital to the health and well-being of the County and the Putnam County region, and in consideration of the additional enhancements the Company is bringing to the area, including the two buildings that are a substantial portion of the Project, as well as the time and expense incurred for preparation and development of the Project site, and the requirements for occupancy of the facilities, a deviation from the UTEP is warranted. The Agency further determines that (x) the Project shall not result in the removal of any facility or plant of the Company or any other occupant or user of the Facility from outside of the County (but within the State) to within the County, or in the abandonment of one or more facilities or plants of the Company or any other occupant or user of the Facility located within the State (but outside of the County); (y) no funds of the Agency shall be used in connection with the Project for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government



officials in either print or electronic media, nor shall any funds of the Agency be given in connection with the Project to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State, and (z) not more than one-third of the total Project Cost is in respect of facilities or property primarily used in making retail sales of goods or services to customers who personally visit such facilities within the meaning of section 862 of the New York General Municipal Law.

Section 3. For purposes of compliance with the State Environmental Quality Review Act ("SEQRA"), the Planning Board of the Town of Southeast (the "Planning Board") has acted as lead agency for a review with respect to certain actions relating to the Project, and by various resolutions, issued a Final Conditional Plat Approval, an Amended Site Plan, Wetland Permit, and Architectural Approval with respect to the Project and a State Environmental Quality Review Act Findings Statement. The Agency concurs with the findings of the Planning Board based on the record of proceedings of the Planning Board, and incorporates such findings by reference as its own.

Section 4. To accomplish the purposes of the Act and to provide financial assistance to the Company in connection with the Project, a straight-lease transaction for the Project is hereby authorized subject to the provisions of this Resolution and to the Project Agreements (defined below) hereinafter authorized.

Section 5. The Agency hereby approves financial assistance ("Financial Assistance") in the form of a payment in lieu of taxes agreement and a sales tax exemption agreement. The benefits are summarized on Schedule A and Schedule A-1 attached hereto.

Section 6. In connection with the Project, the execution and delivery of (i) a Company Lease between the Company and the Agency pursuant to which the Company will lease the Premises and all buildings, structures and improvements now or hereafter located thereon (collectively, the "Facility Realty") to the Agency, (ii) a Lease Agreement (the "Lease Agreement") between the Agency and the Company pursuant to which the Agency will sublease the Facility Realty and the Project personalty to the Company, (iii) a Payment in Lieu of Taxes Agreement (the "PILOT Agreement") between the Agency and the Company with respect to the Project, (iv) a Sales Tax Exemption Agreement (the "Sales Tax Exemption Agreement") between the Agency and the Company; (v) a PILOT Mortgage from the Agency and the Company to the County of Putnam, the Town of Southeast and the Brewster Central School District; or such other security for the making of payment in lieu of real estate tax payments by the Company as the Chair or Vice Chair of the Agency may determine to be appropriate; (vi) an Agency Guaranty Agreement from the Company, the Sole Member and the Developer in favor of the Agency, and (vii) such additional agreements, amending agreements to any of the hereinafter defined Project Documents, papers, instruments, opinions, certificates, affidavits and other documents reasonable or necessary to carry out the purposes of this Resolution or the agreements referred to herein (the foregoing being referred to collectively as "Project Documents") are hereby authorized. Any Authorized Representative (as hereinafter defined) is hereby authorized to execute, acknowledge and deliver each such Project Document, and to affix the seal of the Agency on each such Project Document, if required, and attest the same. The execution and delivery of each such Project Document by one of said Authorized Representatives in substantially the form used in similar straight-lease transactions or as the



Chair or Vice Chair may determine to be necessary or advisable in connection with the Project, with such changes, insertions and omissions as may be approved by the Authorized Representative, shall be conclusive evidence of due authorization and approval.

Section 7. Pursuant to the Agency's Recapture Policy, attached hereto as Exhibit A (the "Recapture Policy"), the Agency hereby establishes the Material Factors for the Project. Upon the occurrence of any of the following conditions, the Agency may make demand upon the Company, the Sole Member and the Developer in accordance with the relevant Project Documents for reimbursement of any category of Financial Assistance:

- (a) the Company fails to complete the Project by the date required in the Lease Agreement;
- (b) the Company shall have failed to enter into leases with tenants for at least seventy percent (70%) of the total usable square footage of the Facility with tenants that are required to use the Facility for a Qualified Use (as defined in the Lease Agreement) by the 5<sup>th</sup> anniversary of the date of the entering into by the Agency of the Lease Agreement;
- (c) the Company shall have entered into leases with tenants for more than ten percent (10%) of the total usable square footage of the Facility with tenants for use as a Non-Qualified Use (as defined in the Lease Agreement);
- (d) by the 2<sup>nd</sup> anniversary of the date of the entering into by the Agency of the Lease Agreement, the Company has failed or refused to exercise commercially reasonable efforts to have New Tax created so that certain "no build areas" of the Existing Tax Lots are set off and separated from that portion of said 228.94 acres comprising the Premises and excluded from the subject Project property and the Project Documents;
- (e) the Company liquidates its operations or assets at the Facility (absent a showing of extreme hardship as determined by the Agency in its reasonable discretion);
- (f) the Company ceases all or substantially all of its operations at the Facility (whether by relocation to another facility, or otherwise, or whether to another location either within, or outside of the County);
- (g) the Company effects a substantial change in the scope and nature of the operations at the Facility, as determined by the Agency in its reasonable discretion;
- (h) the Company assigns or subleases all or any portion of the Facility in violation of the limitations imposed by the Lease Agreement, without the prior written consent of the Agency;
- (i) the Company sells, leases, transfers or otherwise disposes of all or substantially all of its interest in the Facility, except (i) in connection with a transfer or other disposition to any corporation or other entity into or with which the Company may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of the Company or (ii) as permitted under the Lease Agreement;



(j) an Event of Default under the Lease Agreement, the Agency Guaranty Agreement or the PILOT Agreement, or a default under the Sales Tax Exemption Agreement, shall occur; or

(k) the Company violates the provisions of the Agency's "Workforce Policy" adopted on December 30, 2021.

If any of the foregoing conditions occur during the term of the Lease Agreement, the Agency may take such actions, consistent with the Recapture Policy, as set forth in the Lease Agreement, the PILOT Agreement, the Sales Tax Exemption Agreement and the Agency Guaranty Agreement (the "Agreements"), including, without limitation, the reduction or termination of financial assistance, and recapture and reimbursement of financial assistance ("Reimbursement Actions"). However, the Agency, has the right, but not the obligation, to reduce or eliminate any of the Reimbursement Actions as set forth in the Agreements.

Section 8. The Agency authorizes the Company to proceed with the Project on behalf of the Agency as herein set forth and authorized; provided, however, that it is acknowledged and agreed by the Company that (i) nominal fee or leasehold title to or other interest of the Agency in the Project shall be in the Agency solely for purposes of granting financial assistance, and (ii) the Company is hereby constituted the agent for the Agency solely for the purpose of effecting the Project, and the Agency shall have no personal liability for any such action taken by the Company for such purpose.

Section 9. Any expenses incurred by the Agency with respect to the Project (including the fees of its project counsel) shall be paid by the Company, the Sole Member and the Developer. By acceptance hereof, the Company, the Sole Member and the Developer agree (y) to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Project and (z) to comply with Sections 875(1) and (3) of the New York General Municipal Law.

Section 10. Either one of the Chair and the Vice-Chair of the Agency (as used in this Resolution, an "Authorized Representative") is hereby designated an authorized representative of the Agency and each is hereby authorized to execute and deliver the Project Documents. The Authorized Representatives are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents, including any amendments to Project Documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution. The Agency recognizes that due to the unusual complexities of the transaction it may become necessary that certain of the terms approved hereby may require modifications which will not affect the intent and substance of the authorizations and approvals by the Agency herein. The Agency hereby authorizes the Authorized Representative to approve modifications to the terms approved hereby which do not affect the intent and substance of this Resolution. The approval of such modifications shall be evidenced by a certificate of determination of an Authorized Representative. The members, officers, representatives and agents of the Agency are hereby authorized and directed to take all actions deemed appropriate to assist the Company in commencing and carrying out the Project.



Section 11. Any Authorized Representative of the Agency is hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for in connection with the execution of all Project Documents and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary, or in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this resolution and to cause compliance by the Agency with the terms, covenants and provisions of the Project Documents.

Section 12. All covenants, stipulations, obligations and agreements of the Agency contained in this resolution and the Project Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this resolution and the Project Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 13. No covenant, stipulation, obligation or agreement contained in this resolution or the Project Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency or the County of Putnam in his or her individual capacity and neither the members of the Agency nor any officer shall be subject to any personal liability or accountability by reason of the execution thereof.

Section 14. The law firm of Hawkins Delafield & Wood LLP is hereby appointed project counsel to the Agency for this straight-lease transaction.

Section 15. In adopting this resolution, notwithstanding any other provision hereof, the Agency assumes no responsibility for obtaining or assisting the Company in obtaining financing for the Project. This Resolution is not a contract between the Agency and the Company and shall not be construed as such.

Section 16. This resolution may be deemed by the Agency to have expired at any time after twelve (12) months from the date hereof, unless (a) extended by the Agency within its sole discretion at the request of the Company and by the payment of any Agency fees therefor or (b) the straight-lease transaction has been consummated or closed. Any extension or renewal approved by the Agency will be for an additional twelve (12) months.

Section 17. This resolution shall take effect immediately.

ADOPTED: February 21, 2023

## Schedule A

The cost of the Project is expected to be approximately \$192,215,000. The financial assistance requested of the Agency includes the following:

*Payments In Lieu of Taxes:* Payments in lieu of taxes (PILOT) benefits of a duration and in amounts to be agreed to by the Putnam County Legislature, the Southeast Town Board and the Brewster Central School District Board of Education; such benefits to be no more beneficial to the Company than the schedule as set forth in Schedule A-1, as determined by an Authorized Representative of the Agency.

*Exemptions From Sales and Use Taxes:* Sales tax exemptions with respect to the cost of using or acquiring materials and equipment in the approximate amount of \$5,302,176 with respect to the \$63,271,800 cost of construction materials and equipment for the Project.

**Schedule A-1**

Received, Acknowledged and Agreed: February \_\_\_\_, 2023

BREWSTER INDUSTRIAL OWNER LLC

By: \_\_\_\_\_

Name:

Title:

BREWSTER INDUSTRIAL INVESTOR LLC

By: \_\_\_\_\_

Name:

Title:

LINCOLN EQUITIES GROUP LLC

By: \_\_\_\_\_

Name:

Title:

**Record of Roll Call Vote**

**RESOLUTION 2023-2-21-**

**RESOLUTION OF THE PUTNAM COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY ADOPTED FEBRUARY 21, 2023  
APPROVING THE BREWSTER INDUSTRIAL OWNER, LLC  
PROJECT STRAIGHT-LEASE TRANSACTION**

February 21, 2023

PCIDA Conference Room, Patterson, NY

MEETING DATE

MEETING LOCATION

Board Member \_\_\_\_\_ offered the above resolution and moved its adoption.

The resolution was seconded by Board Member \_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Abby O'Brien	___	___	___	___
Simon Carey	___	___	___	___
Ben Cheah	___	___	___	___
Edward Cooke	___	___	___	___
Joe Downey	___	___	___	___
Mike Karlsson	___	___	___	___
Bill Nulk	___	___	___	___

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ The resolution was declared adopted.

Testified: \_\_\_\_\_ Title: \_\_\_\_\_

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SECRETARY'S CERTIFICATE

I, Joseph M. Downey, being the duly appointed and acting Secretary of the Putnam County Industrial Development Agency, New York, HEREBY CERTIFY that the foregoing resolution of a meeting of the Members of the Putnam County Industrial Development Agency duly called and held on February 21, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relates to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Agency this \_\_\_\_\_ day of February, 2023

---

Secretary



## Exhibit A



### **Putnam County Industrial Development Agency**

2 Route 164, Suite 2B  
Patterson, NY 12563  
845-808-1031 [www.putnamida.com](http://www.putnamida.com)

## Recapture Policy

### **Purpose**

To establish a procedure and policy to be compliant with the new enabling legislation, established by the NYS Office of the Comptroller, that would establish Material Factors which would be used to determine if a company which is receiving financial assistance is meeting the obligations required and stated in the approval and project agreements, and if not, to establish a process to review and determine if a reduction, termination and/or recapture of financial assistance is required.

### **Material Factors**

The agency, for each project seeking financial assistance, will establish Material Factors which are to be defined and stated in the approving board resolution and project agreements. The required Material Factors, which will be explicit and measurable and may include items such as investment, job creation, retention, or other factors as determined by the board, may vary by project type or specific application. Each project approved by the board will have identified material factors, which will be measured and evaluated to determine if a project receiving financial assistance has met and or continues to meet the required obligations as set by the board at the time of project approval. (See attached best practice recommendations.)

For certain numerical Material Factors such as job creation, investment amount, etc., it is recommended that the board set an acceptable achievement factor, which would constitute compliance with the Material Factor requirement, not less than 85% of job creation or retention goals. For non-numeric factors, each board should determine how the project will be evaluated to demonstrate that it has met the Material Factor requirement.

The Board may consider a number of evaluative criteria when determining whether to approve a project for financial assistance; however, a Material Factor shall differ from Evaluative Criteria in that it should be directly measurable and will be utilized to determine whether a project has met its requirements under the conditions of project approval and project agreement.

### **Material Factor Monitoring**

The agency shall develop a reporting/monitoring system to determine whether the Material Factors have been met or are being met over the term of the financial assistance, such as the duration of the PILOT agreement. Some Material Factors may be required and complied with over the term of the financial assistance—i.e., jobs—others may be a one-time check—i.e., project investment. For Material Factors that are multi-year, the agency will monitor for compliance on at least an annual basis, and for the full



term of the financial assistance period. Upon project approval, the Board should be explicit in its project approvals, the Material Factors upon which the project will be evaluated, the measurable criteria, and the term for which each factor will be monitored.

Monitoring reports may be provided directly by the project applicant, from staff, field visits, or through various other methods as determined by the Board. Monitoring efforts should be documented in writing to verify compliance with Material Factor requirements.

Monitoring and compliance reports should be presented to the Board of Directors on an annual basis. If it is determined that a project receiving financial assistance has not met or maintained compliance with a Material Factor, term, or condition of the project agreement, or any other condition as set by the board, the Agency shall develop a procedure to resolve non-compliance issues, or may undertake termination, reduction, or recapture efforts.

### **Non-Compliance Process**

If a company is found to be in violation or non-compliant with a Material Factor during the course of the compliance period, the agency shall have a written procedure to determine if an action by its Board is necessary.

If, during the annual monitoring and or reporting period, it is found that a company which is receiving financial assistance (which shall be defined as Sales, PILOT or Mortgage Recording Tax incentives), is non-compliant or in violation, the agency shall undertake the following:

1. The agency shall notify the company in writing that in the agency's determination they are or have violated a Material Factor.
2. The company shall be given an opportunity to remedy the violation.
3. The agency shall seek additional information/ explanation from the company as to why a Material Factor was not achieved. These may include economic or natural factors that led to the default. These factors should be discussed and predetermined to the extent possible by the Board and may include items such as, natural disaster, industry dynamics, unfair competition, or economic events that were outside the control of the company.
4. The company shall be provided the opportunity to present before the Board or designated committee, any information as outlined in #3 above regarding why the Material Factor was not achieved.

### **Board Actions**

Actions regarding taking no action to recapture benefits, reduction, termination, or recapture of financial assistance should be made by the Board. The following options are recommended as considerations for actions when considering Material Factor compliance or violations of terms and conditions of project agreements.

1. Upon a review of the facts regarding a non-compliance determination, the Board may determine that the cause of the non-compliance was a valid reason for not meeting the Material Factor and may consider the matter closed without further action, or set a specific time period to give an



opportunity for the company to achieve compliance. This may also be accompanied by a period of increased reporting (i.e., review violated Material Factor(s) quarterly until remedied).

2. If a company is ultimately unable to meet a Material Factor or is in continued violation of the terms and conditions as set forth in the project agreement, the Board shall develop procedures and policies which will define when it will take actions regarding reduction, termination, or recapture of financial assistance. Below are listed several best practice options that may be undertaken.

### **Reduction of Financial Assistance**

At the discretion of the Board, it may consider a reduction in assistance as an appropriate action to take in the event of a Material Factor or project agreement non-compliance. The reduction may be set at the sole discretion of the Board, or may be based on a pro-rata basis, depending on the extent of the Material Factor non-compliance. As an example, a project may have met three (3) out of four (4) Material Factors and the board could consider a 25% reduction in PILOT scheduled abatements, or a project may have only met 80% of a specific Material Factor, i.e., job creation or investment, and a 20% reduction in assistance may be considered. This same pro-rata concept may be applied to Material Factors which are multi-year and are enforced over the term of a PILOT, i.e., project met job retention goals for 8 of 10 years, etc.

### **Termination of Financial Assistance**

In addition to the typical reasons why a Board may act to terminate financial assistance such as, closure, change of use, change of ownership, etc., a Board may elect to terminate any ongoing financial assistance to a company. Reasons for termination should be explicit and may include continued non-compliance with a Material Factor, continued violation of the terms and conditions of the Project Agreement, failure to comply with ongoing reporting or compliance requirements of the agency, and an action by the Board to recapture financial assistance shall be accompanied by a termination of ongoing financial assistance.

### **Recapture of Financial Assistance**

The Board may take action to recapture a portion or all of the financial assistance provided to a company. Actions to recapture shall be made by decision of the Board and shall be reserved for continued and/or severe violations of Material Factors or the terms and conditions of the Project Agreement. An event leading to recapture may include an applicant knowingly providing false information on an application or a compliance/monitoring report; the Board finds that the company did not make a good faith effort or have any intention of meeting a Material Factor or a term and condition of the Project Agreement; the company ceases operations and/or relocates prior to fulfilling the length of term for a Material Factor; or the company demonstrates a wanton disregard for state and or local laws or regulations.

In the event the agency is successful in receiving recaptured financial assistance, such funds shall be returned to the appropriate affected taxing jurisdictions, unless otherwise agreed upon by the local taxing jurisdiction.



**Putnam County Industrial Development Agency**

2 Route 164, Suite 2B  
Patterson, NY 12563  
845-808-1031 [www.putnamida.com](http://www.putnamida.com)

Minutes – Public Hearing – Brewster Industrial Owners

Town of Southeast Town Hall  
1360 Rout 22, Brewster, NY 10509  
Friday, February 17, 2023

**Call to Order: 10:00 AM - Public Hearing opened.**

Introduction of Member of the PCIDA: William Nulk, Chairman

Introduction of Representative of the Agency: Daniel Birmingham - Hawkins, Delafield & Wood

Introduction of Representative of the Applicant: Anthony Veneziano and Daniel Tartaglia - Veneziano & Associates; Robert Schenkel – Lincoln Equities

Michael Stephenson video and audio recorded the Hearing for the PCIDA.

**Reading of the Notice of Hearing:** Chairman William Nulk

There being no members of the public in attendance at the time of the opening of the hearing, a brief statement was made for the record that the Notice of Public Hearing had been properly published in the Westchester-Putnam addition of the Journal News on February 7, 2023.

NO OTHER PEOPLE ATTENDED THE HEARING.

There being no members of the Public present after a reasonable allowance of time, the Chairman declared the Public Hearing closed.

**Closing of Public Hearing:** \_\_\_\_\_ 10:20 AM \_\_\_\_\_

**SEE ATTACHED MESSAGE FROM:**

Victor Karlsson, CPA  
Assistant Superintendent for Finance & Operations  
Brewster Central School District

Reported by: William Nulk 2/17/2023

Comments received by e-mail:

**Brewster CSD Initial Comments re Brewster Industrial Owner Application**

Karlsson, Victor <vkarlsson@brewsterschools.org>

To:

- William Nulk

Fri 2/17/2023 9:57 AM

**BCSD Initial Comments re Brewster Industrial Owner Application 2023.02.17.pdf**

80 KB



Good morning Bill,

Please see attached on behalf of the Board of Education of the Brewster Central School District.

Take care,

Victor Karlsson, CPA  
Assistant Superintendent for Finance & Operations  
Brewster Central School District  
(845) 279 - 8000 ext 6117





Book	Brewster Central School District Policy Manual
Section	5000 - Non-Instructional/Business Operations
Title	IDA Tax Abatement Policy
Code	5241
Status	Active
Adopted	April 10, 2007
Last Reviewed	April 7, 2017

### **IDA TAX ABATEMENT POLICY**

WHEREAS, the Board of Education is defined as an affected taxing jurisdiction under Article 18-A of the General Municipal Law; and

WHEREAS, the Putnam County and Town of Southeast Industrial Development Agencies ("IDA") have adopted uniform tax exemption policies, which authorize a basic real property tax abatement modeled upon the tax exemption program available under Section 485-b of the Real Property Tax Law, but also authorize applicants to obtain enhanced tax abatements only by a negotiated payment-in-lieu of tax agreement ("PILOT Agreement") with each of the affected taxing jurisdictions; and

WHEREAS, the Board of Education is committed to delivering the best educational opportunities for its students in a fiscally responsible manner; and

WHEREAS the Board of Education recognizes that to help achieve this objective, it is necessary to adopt a policy that balances its need to preserve the financial tax base with the community's need to attract sound and responsible commercial/industrial development that can help alleviate the increasing fiscal burden to residential property owners;

NOW, THEREFORE, BE IT RESOLVED, that it is the policy of the Board of Education to grant only the basic real property tax abatement available under the uniform tax exemption policies when negotiating a PILOT Agreement with any applicant seeking IDA financial assistance for proposed commercial/industrial projects.

Adopted: 4/10/07  
Reviewed: 4/7/2017

**BREWSTER CENTRAL SCHOOL DISTRICT**

Last Modified by Erie BOCES Policy Publisher Account on September 26, 2019



**BREWSTER CENTRAL SCHOOL DISTRICT**  
30 FARM TO MARKET ROAD, BREWSTER, NY 10509-9956  
TELEPHONE 845-279-8000 FAX 845-279-6921  
WWW.BREWSTERSCHOOLS.ORG



**Laurie Bandlow, Ed.D.**  
Superintendent of Schools

**Michelle Gosh, Ed.D.**  
Deputy Superintendent

**Victor Karlsson, CPA**  
Assistant Superintendent  
for Finance and Operations

**Brent Harrington, Ed.D.**  
Director of  
Human Resources

February 17, 2023

Willaim Nulk, Chairman  
Putnam County Industrial Development Agency  
2 Route 164, Suite 2B  
Patterson, NY 12563

Honorable Chairman Nulk and Members of the Putnam County Industrial Development Agency,

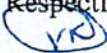
At the request of the Board of Education of the Brewster Central School District, I write to inform you that the Board of Education has been made aware of the application for financial assistance filed by Brewster Industrial Owners, LLC with the Putnam County Industrial Development Agency, concerning the proposed development of two warehouse distribution centers on approximately 324 acres of vacant land on Pugsley Road in the Town of Southeast.

As the Board of Education has not had adequate time to convene and review this application, and their next regularly scheduled meeting does not occur until February 28, 2023 (well after the Public Hearing), the Board respectfully requests the IDA for additional time to present its comments with regard to this proposal.

At this time, the Board wishes to make the IDA aware of [Board of Education Policy #5241: IDA Tax Abatement](#), which defines the parameters by which a PILOT agreement can be negotiated. Under this policy, the District is prohibited from granting real property tax abatement that exceeds the standard terms contained in Section 485-b of the Real Property Tax Law.

It is the Board's further understanding that the IDA requires applicants to obtain final approval of the PILOT Agreement from all affected taxing jurisdictions, including school districts, before a closing may be scheduled. The Board looks forward to providing the IDA with feedback regarding the financial assistance application filed by Brewster Industrial Owner, LLC. It would be appreciated if the Applicant and perhaps a representative from the IDA could present this proposal at a future Board of Education meeting, in order to help the Board make an informed decision with respect to this application.

Respectfully submitted on behalf of the Board of Education,

  
Victor Karlsson  
Assistant Superintendent  
for Finance and Operations

Att: Brewster CSD BoE Policy #5241: IDA Tax Abatement





Putnam County Industrial Development Agency

2 Route 164, Suite 2B
Patterson, NY 12563
845-808-1031 www.putnamida.com

February 6, 2023

Hon. Paul Jonke, Chairman
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Dear Chairman Jonke:

Brewster Industrial Owner, LLC (the "Applicant") has submitted an Application for Financial Assistance (the "Application") to the Putnam County Industrial Development Agency (the "Agency") for financial assistance with respect to a project to be located on not to exceed 324 acres of land located on Pugsley Road, in the Town of Southeast, New York (the "Premises"), for the creation of a commercial campus for industries within the transportation/warehousing/logistical sectors, consisting of the acquisition of parcels of land, the construction of two buildings thereon aggregating approximately 921,100 square feet of warehouse/logistics space to be leased to end users, including all ancillary and related site work, demolition, and other work required in connection therewith, for lease to the Agency by the Applicant, for sublease by the Agency to the Applicant, and for sub-sublease by the Applicant to such end-users (the "Project").

Please find attached a Notice of Public Hearing with respect to the Project and the financial assistance anticipated to be provided for the Project. Such financial assistance is anticipated to be:

Payments In Lieu Of Taxes: Payments in lieu of taxes (PILOT) for a period of 15 years (the "PILOT Period"), based upon assessments at (i) current assessment rates for the first and second years of the PILOT Period and (ii) a rate of \$81/square foot for approximately 921,100 aggregate square feet between two buildings beginning in the third year of the 15-year PILOT Period. The foregoing proposed benefits deviate from the Agency's Uniform Tax Exemption Policy ("UTEF"). The Agency is considering such deviation as the Project is considered an extremely significant project which is vital to the health and well-being of the County and the Putnam County region. Further, in consideration of the additional enhancements the Applicant is bringing to the area, including the two buildings that are the main part of its proposal, as well as the time and expense incurred for preparation and development of the site, and the requirements for occupancy of the facilities, a deviation from the UTEF is warranted.

Sales and Use Tax Exemptions: Sales tax exemptions with respect to the cost of using or acquiring materials and equipment in the approximate amount of \$5,302,176 with respect to the \$63,271,800 cost of construction materials and equipment for the Project.

With all best wishes, I am,

Your truly,

[Handwritten signature of William Nulk]

William Nulk, Chairman
Putnam County Industrial Agency
(c) 845 721-9216
william.nulk@putnamida.com

2023 FEB - 7 PM 1:08
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York State Industrial Development Agency Act of Article 18-A of the New York State General Municipal Law, as amended, will be held by the Putnam County Industrial Development Agency (the "Agency") on the 17<sup>th</sup> day of February, 2023, at 10:00 a.m. local time, at Town of Southeast Town Hall, 1360 Route 22, Brewster, NY 10509. The public hearing will concern the Agency's providing financial assistance for a project more fully described below:

Brewster Industrial Owner, LLC (the "Applicant") has submitted an Application for Financial Assistance (the "Application") to the Putnam County Industrial Development Agency (the "Agency") for financial assistance with respect to a project to be located on not to exceed 324 acres of land located on Pugsley Road, in the Town of Southeast, New York (the "Premises"), for the creation of a commercial campus for industries within the transportation/warehousing/logistical sectors, consisting of the acquisition of parcels of land, the construction of two buildings thereon aggregating approximately 921,100 square feet of warehouse/logistics space to be leased to end users, including all ancillary and related site work, demolition, and other work required in connection therewith, for lease to the Agency by the Applicant, for sublease by the Agency to the Applicant, and for sub-sublease by the Applicant to such end-users (the "Project").

The cost of the Project is estimated to be approximately \$192,215,000. The financial assistance requested by the Applicant and proposed by the Agency includes the following:

*Payments In Lieu Of Taxes:* Payments in lieu of taxes (PILOT) for a period of 15 years (the "PILOT Period"), based upon assessments at (i) current assessment rates for the first and second years of the PILOT Period and (ii) a rate of \$81/square foot for approximately 921,100 aggregate square feet between two buildings beginning in the third year of the 15-year PILOT Period. The foregoing proposed benefits deviate from the Agency's Uniform Tax Exemption Policy.

*Sales and Use Tax Exemptions:* Sales tax exemptions with respect to the cost of using or acquiring materials and equipment in the approximate amount of \$5,302,176 with respect to the \$63,271,800 cost of construction materials and equipment for the Project.

Copies of the Applicant's application for financial assistance is posted on-line at the Agency website at <https://www.putnamida.com>. Interested individuals may also submit written comments to the Agency on or before the date of the public hearing, Attention: William Nulk at 2 Route 164, Suite 2B, Patterson, New York 12563 or via e-mail at [william.nulk@putnamida.com](mailto:william.nulk@putnamida.com). A copy of the Cost Benefit Analysis relating to the Project is expected to be available for review at the public hearing.

The Agency will, at the above-stated time and place, hear all persons with views in favor of or opposed to the financial assistance described herein. A representative of the Agency will be at the above-stated time and place to hear oral comments and accept written comments from all persons with views in favor of or opposed to the granting of any of the foregoing financial assistance or the location or nature of the Project.

Dated: February 7, 2023

PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Tax Lot 45-1-5 Lot Size - Acres 64.48 Sq. Footage 303,100 Value p.s.f. \$81.00

PILLOT Year	ASSESSMENT:	COUNTY TAX RATE	SCHOOL TAX RATE	TOWN TAX RATE	COMBINED RATE	COUNTY TAX	SCHOOL TAX	TOWN TAX	TOTAL TAX	% Discount	PILLOT Payment	SAVINGS
1	\$350,000.00	\$2.75	\$26.67	\$2.84	\$32.26	\$962.50	\$9,334.50	\$964.00	\$11,291.00	0.00	\$11,291.00	\$0.00
2	\$350,000.00	\$2.81	\$27.20	\$2.90	\$32.91	\$981.75	\$9,521.19	\$1,013.88	\$11,516.82	0.00	\$11,516.82	\$0.00
3	\$350,000.00	\$2.86	\$27.75	\$2.95	\$33.56	\$1,001.50	\$9,712.69	\$1,046.92	\$11,761.11	0.00	\$11,761.11	\$0.00
4	\$350,000.00	\$2.92	\$28.30	\$3.01	\$34.23	\$1,021.25	\$9,904.24	\$1,081.96	\$12,007.45	0.00	\$12,007.45	\$0.00
5	\$350,000.00	\$2.98	\$28.87	\$3.07	\$34.92	\$1,041.00	\$10,095.79	\$1,117.00	\$12,253.79	0.00	\$12,253.79	\$0.00
6	\$350,000.00	\$3.04	\$29.45	\$3.14	\$35.62	\$1,060.75	\$10,287.34	\$1,152.04	\$12,500.13	0.00	\$12,500.13	\$0.00
7	\$350,000.00	\$3.10	\$30.03	\$3.20	\$36.33	\$1,080.50	\$10,478.89	\$1,187.08	\$12,746.47	0.00	\$12,746.47	\$0.00
8	\$350,000.00	\$3.16	\$30.64	\$3.26	\$37.06	\$1,100.25	\$10,670.44	\$1,222.12	\$13,000.00	0.00	\$13,000.00	\$0.00
9	\$350,000.00	\$3.22	\$31.25	\$3.33	\$37.80	\$1,120.00	\$10,861.99	\$1,257.16	\$13,253.15	0.00	\$13,253.15	\$0.00
10	\$350,000.00	\$3.29	\$31.87	\$3.39	\$38.55	\$1,139.75	\$11,053.54	\$1,292.20	\$13,506.50	0.00	\$13,506.50	\$0.00
11	\$350,000.00	\$3.35	\$32.51	\$3.46	\$39.32	\$1,159.50	\$11,245.09	\$1,327.24	\$13,760.85	0.00	\$13,760.85	\$0.00
12	\$350,000.00	\$3.42	\$33.16	\$3.53	\$40.11	\$1,179.25	\$11,436.64	\$1,362.28	\$14,015.20	0.00	\$14,015.20	\$0.00
13	\$350,000.00	\$3.49	\$33.82	\$3.60	\$40.91	\$1,199.00	\$11,628.19	\$1,397.32	\$14,269.55	0.00	\$14,269.55	\$0.00
14	\$350,000.00	\$3.56	\$34.50	\$3.67	\$41.73	\$1,218.75	\$11,819.74	\$1,432.36	\$14,523.90	0.00	\$14,523.90	\$0.00
15	\$350,000.00	\$3.63	\$35.19	\$3.75	\$42.57	\$1,238.50	\$12,011.29	\$1,467.40	\$14,778.25	0.00	\$14,778.25	\$0.00
<b>TOTALS:</b>												
Tax Rate Increases estimated at 2.00% per year												
<b>\$12,119,636.36</b>												
<b>\$9,282,322.56</b>												
<b>\$2,837,313.80</b>												

Tax Lot 45-1-8-2 Lot Size - Acres 164.46 Sq. Footage 616,000 Value p.s.f. \$81.00

PILLOT Year	ASSESSMENT:	COUNTY TAX RATE	SCHOOL TAX RATE	TOWN TAX RATE	COMBINED RATE	COUNTY TAX	SCHOOL TAX	TOWN TAX	TOTAL TAX	% Discount	PILLOT Payment	SAVINGS
1	\$654,000.00	\$2.75	\$26.67	\$2.84	\$32.26	\$1,798.50	\$17,442.18	\$1,857.36	\$21,098.04	0.00	\$21,098.04	\$0.00
2	\$654,000.00	\$2.81	\$27.20	\$2.90	\$32.91	\$1,818.25	\$17,633.73	\$1,877.11	\$21,329.09	0.00	\$21,329.09	\$0.00
3	\$654,000.00	\$2.86	\$27.75	\$2.95	\$33.56	\$1,837.50	\$17,825.28	\$1,896.86	\$21,560.64	0.00	\$21,560.64	\$0.00
4	\$654,000.00	\$2.92	\$28.30	\$3.01	\$34.23	\$1,856.75	\$18,016.83	\$1,916.61	\$21,794.19	0.00	\$21,794.19	\$0.00
5	\$654,000.00	\$2.98	\$28.87	\$3.07	\$34.92	\$1,876.00	\$18,208.38	\$1,936.36	\$22,027.74	0.00	\$22,027.74	\$0.00
6	\$654,000.00	\$3.04	\$29.45	\$3.14	\$35.62	\$1,895.25	\$18,400.93	\$1,956.11	\$22,261.29	0.00	\$22,261.29	\$0.00
7	\$654,000.00	\$3.10	\$30.03	\$3.20	\$36.33	\$1,914.50	\$18,593.48	\$1,975.86	\$22,494.84	0.00	\$22,494.84	\$0.00
8	\$654,000.00	\$3.16	\$30.64	\$3.26	\$37.06	\$1,933.75	\$18,786.03	\$1,995.61	\$22,728.39	0.00	\$22,728.39	\$0.00
9	\$654,000.00	\$3.22	\$31.25	\$3.33	\$37.80	\$1,953.00	\$18,978.58	\$2,015.36	\$22,961.94	0.00	\$22,961.94	\$0.00
10	\$654,000.00	\$3.29	\$31.87	\$3.39	\$38.55	\$1,972.25	\$19,171.13	\$2,035.11	\$23,195.49	0.00	\$23,195.49	\$0.00
11	\$654,000.00	\$3.35	\$32.51	\$3.46	\$39.32	\$1,991.50	\$19,363.68	\$2,054.86	\$23,429.04	0.00	\$23,429.04	\$0.00
12	\$654,000.00	\$3.42	\$33.16	\$3.53	\$40.11	\$2,010.75	\$19,556.23	\$2,074.61	\$23,662.59	0.00	\$23,662.59	\$0.00
13	\$654,000.00	\$3.49	\$33.82	\$3.60	\$40.91	\$2,030.00	\$19,748.78	\$2,094.36	\$23,896.14	0.00	\$23,896.14	\$0.00
14	\$654,000.00	\$3.56	\$34.50	\$3.67	\$41.73	\$2,049.25	\$19,941.33	\$2,114.11	\$24,129.69	0.00	\$24,129.69	\$0.00
15	\$654,000.00	\$3.63	\$35.19	\$3.75	\$42.57	\$2,068.50	\$20,133.88	\$2,133.86	\$24,363.24	0.00	\$24,363.24	\$0.00
<b>TOTALS:</b>												
Tax Rate Increases estimated at 2.00% per year												
<b>\$24,707,217.31</b>												
<b>\$18,922,130.11</b>												
<b>\$5,785,087.20</b>												



#60

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL/ FUND TRANSFER (23T193)/ FINANCE/ CORRECT VACANCY CONTROL FACTOR 2023 ENTRY**

**WHEREAS, by Resolution #135 of 2023, the Putnam County Legislature approved a budgetary amendment to provide for the Vacancy Control Factor for 2023; and**

**WHEREAS, Resolution #153 of 2023 corrected an account entry approved by Resolution #135 of 2023; and**

**WHEREAS, the Commissioner of Finance has requested a fund transfer (23T193) to further correct said account lines; and**

**WHEREAS, the Audit & Administration Committee has reviewed and approved said fund transfer; now therefore be it**

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

<b>108745000 51000</b>	<b>Soil &amp; Water Pers. Services</b>	<b>38,274</b>
<b>108745000 58002</b>	<b>Soil &amp; Water FICA</b>	<b><u>2,928</u></b>
		<b>41,202</b>

**Increase:**

<b>10802000 51000</b>	<b>Planning Personnel Services</b>	<b>38,274</b>
<b>10802000 58002</b>	<b>Planning FICA</b>	<b><u>2,928</u></b>
		<b>41,202</b>

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

**COUNTY OF PUTNAM  
FUND TRANSFER REQUEST**

*cc: all  
A+A*

*Reso*

TO: Commissioner of Finance

FROM: Sheila Barrett, Deputy Commissioner of Finance

*SMB correct entry*

DEPT: Finance

DATE: July 13, 2023

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
108745000.51000 Soil & Water Personnel Services	10802000.51000 Planning Personnel Services	\$38,274.00	Correct original Vacancy Control entry
108745000.58002 Soil & Water Personnel Services	10802000.58002 Planning Personnel Services	2,928.00	Correct original Vacancy Control entry
<b>Total</b>		<b>\$41,202.00</b>	

23T193

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2023 Fiscal Impact \$ -0-

2024 Fiscal Impact \$ -0-

\_\_\_\_\_  
Department Head Signature/Designee

\_\_\_\_\_  
Date

AUTHORIZATION:

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

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

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

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

**2023 JUL 14 PM 2:49  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY**

*23T193*

PUTNAM COUNTY LEGISLATURE

Resolution #153

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on July 5, 2023.

page 1

APPROVAL/ FUND TRANSFER (23T155)/ FINANCE/ CORRECT VACANCY CONTROL LINE

WHEREAS, by Resolution #135 of 2023, the Putnam County Legislature approved a budgetary amendment to provide for the Vacancy Control Factor for 2023; and

WHEREAS, the Commissioner of Finance has requested a fund transfer (23T155) to correct an account line approved by Resolution #135; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:

10802000 51000	Planning Personnel Services	19,137
10802000 58002	Planning FICA	<u>1,464</u>
		20,601

Increase:

10874500 51000	Soil & Water Pers. Services	19,137
10874500 58002	Soil & Water FICA	<u>1,464</u>
		20,601

2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR NACERINO WAS ABSENT. MOTION CARRIES.

APPROVED

*Kevin Bone* 7/11/23  
 COUNTY EXECUTIVE DATE

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 5, 2023.

Dated: July 7, 2023

Signed: *Diane Schonfeld*

Diane Schonfeld  
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on June 6, 2023.

page 1

APPROVAL/ BUDGETARY AMENDMENT (23A031)/ FINANCE/ VACANCY CONTROL FACTOR 2023

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (23A031) to provide for the Vacancy Control Factor for 2023; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Decrease Estimated Appropriations:

10131000 51000	Personnel Services (SEE ATTACHED)	23,176
10131000 58002	FICA	1,773
10141000 51000	Personnel Services (SEE ATTACHED)	12,042
10141000 58002	FICA	921
10141100 51000	Personnel Services (SEE ATTACHED)	49,488
10141100 58002	FICA	3,786
10315000 51000	Personnel Services (SEE ATTACHED)	76,920
10315000 58002	FICA	5,884
13398900 51000	Personnel Services (SEE ATTACHED)	32,225
13398900 58002	FICA	2,465
10431000 51000	Personnel Services (SEE ATTACHED)	30,388
10431000 58002	FICA	2,325
10802000 51000	Personnel Services (SEE ATTACHED)	54,442
10802000 58002	FICA	4,165
		<u>300,000</u>

Decrease Estimated Revenues:

10131000 427705	Vacancy Control Factor	300,000
-----------------	------------------------	---------

2023 Fiscal Impact - 0 -

2024 Fiscal Impact - 0 -

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

State of New York

ss:

County of Putnam

6/9/23  
 COUNTY EXECUTIVE DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on June 6, 2023.

Dated: June 9, 2023

Signed:

Diane Schonfeld  
Clerk of the Legislature of Putnam County