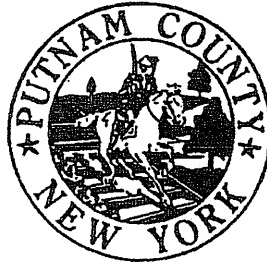


THE PUTNAM COUNTY LEGISLATURE

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

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

(Chairman Gouldman, Legislators Castellano, & Montgomery)

Monday

6:30p.m.

June 12, 2023

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ May 16, 2023
4. Approval/ 2023 Agricultural District Inclusion Recommendations/ Interim Director Putnam County Soil & Water District Neal Tomann
5. Approval/ Budgetary Amendment - 23A033/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP) Funds- Putnam County Intersection Planning and Feasibility Study/ Acting Administrator Planning John Tully
6. Approval/ Budgetary Amendment - 23A034/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP) Funds- Putnam County Complete Streets Initiative/ Acting Administrator Planning John Tully
7. Approval/ SEQR Determination/ Type II/ Tilly Foster Farm Cantina Replacement Building #6/ Acting Administrator of Planning John Tully
8. Approval/ Ratification of Applications Submitted for Grant Funding- 2023 Consolidated Funding Application Program/ Acting Administrator of Planning John Tully

- 9. Discussion/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm**
- 10. FYI/ County Facility Renovations Capital Reserve/ Interim Commissioner of Finance Michael Lewis**
- 11. Other Business**
- 12. Adjournment**

#3

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

Committee Members: Chairman Castellano, Legislators Gouldman & Montgomery

Tuesday

May 16, 2023

(Rules Meeting to Immediately Follow)

The meeting was called to order at 6:34p.m. by Chairman Gouldman and he led in the Pledge of Allegiance. Upon roll call, Legislator Montgomery and Chairman Gouldman were present. Legislator Castellano was absent. Chairman Gouldman stated that Legislator Nacerino would be sitting as a member of the committee in the absence of Legislator Castellano.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ March 22, and April 18, 2023

Chairman Gouldman stated the minutes were accepted as submitted.

Item #4 - Approval/ Eminent Domain Procedure Law Settlement/ Fair Street Reconstruction Project/ Highways & Facilities Acting Deputy Commissioner Joseph Bellucci

Chairman Gouldman stated Acting Deputy Commissioner Joseph Bellucci and Program Manager Zenon Wojcik were both present to address this item.

Highways & Facilities Acting Deputy Commissioner Joseph Bellucci stated the original fee for a temporary easement related to the Fair Street project was offered, and under the EDPL the landowner has the right to seek additional compensation. He stated the County Attorney, the County's outside counsel, Robert Hite, and the Administrative Director of Highways & Facilities Tom Feighery have recommended the settlement of \$7,200.

Chairman Gouldman made a motion to Approve/ Eminent Domain Procedure Law Settlement/ Fair Street Reconstruction Project; Legislator Nacerino. All in favor.

Item #5 – Approval/ Budgetary Amendment 23A027/ NY Metropolitan Transportation Council- Unified Planning Work Program (UPWP)/ Acting Commissioner of Planning John Tully

Acting Commissioner of Planning John Tully explained the UPWP funding is used by the County Planning Department to conduct feasibility studies, and there is also funding that can be put toward employees' compensation. He spoke to past feasibility studies that have been done

and the UPWP was used to fund the work. He stated in 2023 the County will be doing a Complete Streets feasibility study. He stated the County Highway Department relies on the feasibility studies, to assist them in the planning of what projects are right for construction.

Legislator Montgomery questioned if the money has been given to the County already.

Acting Commissioner of Planning John Tully stated this is a budgetary amendment to appropriate the funds, the funding has been awarded to the County.

Legislator Montgomery stated the County does not have a Complete Streets policy.

Acting Commissioner of Planning John Tully explained that this funding is for the review phase of a potential project. He cited an example: conducting a concept study of the lower area in Cold Spring where the turnaround is. He stated this funding cannot be used for engineering. He stated the County has utilized this funding in the past in several areas throughout the County. He stated the County does have a Complete Streets plan that is a requirement of the Consolidated Local Street and Highway Improvement Program. He continued to speak briefly to what work falls under the Complete Streets Program.

Legislator Crowley confirmed, based on the information that Acting Commissioner of Planning Tully provided, the County is in compliance with the Complete Streets policy.

Chairman Gouldman made a motion to Approve/ Budgetary Amendment 23A027/ NY Metropolitan Transportation Council- Unified Planning Work Program (UPWP); Legislator Montgomery. All in favor.

Item #6 - Approval/ Budgetary Amendment 23A029/ Amend the 2023 Consolidated Local Street and Highway Improvement Program (CHIPS) County Capital Project Budget to Equal the Adopted NYS Budget/ Acting Commissioner of Planning John Tully (*Letter from NYS DOT should have been addressed to Administrative Director of Highways & Facilities Tom Feighery*)

Acting Commissioner of Planning John Tully stated this item was addressed to him, in error. He stated it is a Highway & Facilities Department item. He stated that he was in said department for the past few years but has since changed positions and is now in the Purchasing Department. He continued by stating he is happy to speak to this item, but just wanted to clarify that for the record. He stated this is the annual State allocation of CHIPS funds that the Commissioner of Finance is appropriating through Budgetary Amendment 23A029. He stated there are three (3) programs that are part of the CHIPS: Extreme Winter Recovery (EWR), Pave our Potholes (POP), and Pave NY. He stated all in it totals approximately \$1.9 million.

Legislator Nacerino questioned if the amount of this budgetary amendment, \$736,715, was the amount that was anticipated.

Acting Commissioner of Planning John Tully stated during the budget process Commissioner of Finance Carlin budgets approximately \$1.2 million, based on the three (3) year average. He explained Budgetary Amendment 23A029 will appropriate the balance of what Commissioner of Finance did not account for.

Chairman Gouldman made a motion to Approve/ Budgetary Amendment 23A029/ Amend the 2023 Consolidated Local Street and Highway Improvement Program (CHIPS) County Capital Project Budget to Equal the Adopted NYS Budget; Seconded by Legislator Nacerino. All in favor.

Item #7 – Other Business

Legislator Montgomery requested that the matter of Remote Access to the Legislative Meetings be approved for discussion as Other Business. She clarified that she has written to Chairman Jonke, Legislator Gouldman and tried to get the matter discussed at the March Physical Services, but that did not happen. She continued to speak to her request and belief that this is a practice this Legislature should put in place.

Chairman Gouldman stated he also has requested the topic of Remote Access to the Legislative be discussed. He stated this is not the Committee Meeting where it should be discussed. He stated it is a matter to be discussed at the Rules, Enactments & Intergovernmental Committee (Rules Committee).

Legislator Montgomery stated the Rules Committee Chair has not placed the item on an agenda.

Chairman Gouldman stated it will ultimately be placed on the Rules Committee agenda.

Item #8 - Adjournment

There being no further business at 6:47 PM Chairman Gouldman made a motion to adjourn; Seconded by Legislator Montgomery. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

THE PUTNAM COUNTY LEGISLATURE

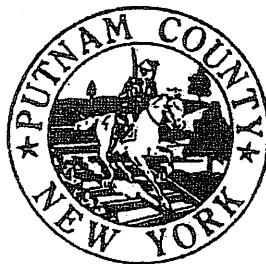
40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1020

Fax (845) 808-1933

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



Nancy Montgomery	Dist. 1
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Erin L. Crowley	Dist. 9

***REVISED**

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Gouldman, Legislators Castellano, & Montgomery)

Tuesday

6:30p.m.

May 16, 2023

(Rules, Enactments & Intergovernmental Relations Meeting to Immediately Follow)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Physical Services Meeting Minutes/ March 22, and April 18, 2023**
- 4. Approval/ Eminent Domain Procedure Law Settlement/ Fair Street Reconstruction Project/ Highways & Facilities Acting Deputy Commissioner Joseph Bellucci**
- 5. Approval/ Budgetary Amendment 23A027/ NY Metropolitan Transportation Council- Unified Planning Work Program (UPWP)/ Acting Commissioner of Planning John Tully**
- 6. Approval/ Budgetary Amendment 23A029/ Amend the 2023 Consolidated Local Street and Highway Improvement Program (CHIPS) County Capital Project Budget to Equal the Adopted NYS Budget/ Acting Commissioner of Planning John Tully (*Letter from NYS DOT should have been addressed to Administration Director of Highways & Facilities Tom Feighery)**
- 7. Other Business**
- 8. Adjournment**



Putnam County
 Agriculture & Farmland Protection Board
 842 Fair Street, Carmel, NY 10512
 Phone: 845-878-7918 ~ Fax: 845-808-1908
 Email: neal.tomann@putnamcountyny.gov

*cc: all
 Phys. 6/12/23
 Approval
 #4*

MEMORANDUM

Date: June 5, 2023
To: Diane Schonfeld, Putnam County Clerk of the Legislature
From: The Putnam County Agriculture & Farmland Protection Board
Re: 2023 Agricultural District Inclusion Recommendations

In April 2023, the Putnam County Agriculture and Farmland Protection Board (PCAFPB) received two (2) petitions/applications for inclusion into the Putnam County Agricultural District. The two (2) petitions/applications were reviewed by members of the PCAFPB and site visits were conducted during the month of May 2023. The PCAFPB held a meeting on May 31, 2023 to discuss the petitions/applications, site visits and subsequently voted on the parcels with nine (9) voting members present. The following are the PCAFPB's recommendations:

Town of Southeast; Tax Map # 80.-1-3.3 (4.99 acres); Tax Map # 80.-1-3.2 (32.62); Tax Map # 80.-1-3.1 (27.91): Total Acreage: 65.52

BarnDog LLC applied for inclusion as a horse boarding operation which would include barn construction with 42 stalls. The applicant indicated no outstanding town/county/state violations. They did not provide a business plan. At the time of the site visit, no land had been cleared and there was no sign of fencing or any farming activities. The parcel has potential and is also adjacent to a parcel that is currently being farmed but is not yet included in the Agricultural District. The PCAFPB voted (8 nay: 0 aye: 1 abstention) to not recommend this parcel for inclusion in 2023.

X The PCAFPB does not recommend this parcel for inclusion into the Agricultural District.

Town of Putnam Valley, Tax Map # 72.-1-33 (66.44 acres): Total Acreage: 66.44

Hollister Hills Farm applied for inclusion as an alpaca and chicken farm, with a future plan for hydroponics vegetable production and firewood production. The applicant indicated no outstanding town/county/state violations. At the time of the site visit, land had been cleared for fencing and the proposed barn site, however there are no current farming activities. The parcel has potential and could be a viable agricultural operation. The PCAFPB voted (5 nay: 4 aye) to not recommend this parcel for inclusion in 2023.

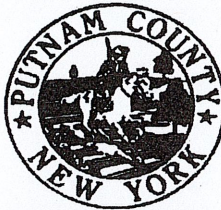
X The PCAFPB does not recommend this parcel for inclusion into the Agricultural District.

**Total Acreage in Petitions: 131.96
 Total Acreage Recommended: 0**

Cc: Jocelyn Apicello, PCAFPB Chairperson
 Neal Tomann, Interim Director PCSWD
 John Tully, Interim Commissioner of Planning
 Tony Hay, Town of Southeast Supervisor
 Jacqueline Annabi, Town of Putnam Valley Supervisor
 Members of the PCAFPB

2023 JUN - 6 PM 4: 24
 LEGISLATURE
 PUTNAM COUNTY
 CARMEL, NY

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance



cc: all
Phys
A&A

MICHAEL J. LEWIS
Chief Deputy Commissioner Of
Finance

Reso

#5

SHEILA M. BARRETT
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, Deputy Commissioner of Finance *ymb*
Re: Budgetary Amendment - 23A033
Date: May 25, 2023

At the request of the Acting Commissioner of Planning, the following budgetary transfer is required. (Effective April 1, 2023)

Increase estimated revenue:

55997000.53000.52308 Special Services \$75,828

Increase estimated appropriations:

55997000.449895.52308 UPWP - Federal Aid \$75,828

2023 JUN - 2 AM 9:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

This Resolution is required to account for additional UPWP Funding under NYMTC awarded to Putnam County as per the attached correspondence.

Approved:

Kevin M. Byrne
County Executive

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

fy 2023/2024

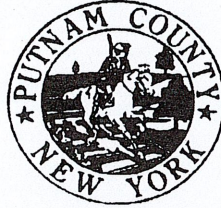
Main Menu
Projects
View Projects for All Years
View Projects for Session Year
Budgets
Budget Cost by PIN
Budget Cost by Staff Member
Other Studies
View All Other Studies
Logout

Load/Edit Budget Cost by PIN		
Click on the underlined PIN to select BUDGET DETAILS		
PIN	Project Name	Cost Budgeted
<u>PTPN23D00.A01</u>	MPO Operations and Management	\$ 11,199
<u>PTPN23D00.A02</u>	Annual UPWP Development and Reporting	\$ 24,008
<u>PTPN23D00.B01</u>	Socioeconomic and Demographic (SED) Forecasts and Census Data	\$ 6,933
<u>PTPN23D00.C01</u>	FFYs 2022-2050 Plan Maintenance / FFYs 2026-2055 Plan Development	\$ 27,185
<u>PTPN23D00.C02</u>	Congestion Management Process (CMP)	\$ 3,001
<u>PTPN23D00.C03</u>	Transportation Performance Management (TPM)	\$ 3,313
<u>PTPN23D00.C04</u>	Regional Designations	\$ 3,088
<u>PTPN23D00.C05</u>	Model Development, Enhancement, and Applications	\$ 3,006
<u>PTPN23D00.C06</u>	Regional Surveys	\$ 2,614
<u>PTPN23D00.C07</u>	Data Management	\$ 439,779
<u>PTPN23D00.D01</u>	Regional Program Management	\$ 255,608
<u>PTPN23D00.D02</u>	Regional Emissions Analysis and Transportation Conformity	\$ 2,614
<u>PTPN23D00.G01</u>	Putnam County Intersection Planning and Feasibility Study	\$ 75,828
<u>PTPN23D00.G02</u>	SouthEast to Danbury Feasibility Study	\$ 118,430
<u>PTPN23D00.G03</u>	Putnam County Complete Streets Initiative	\$ 151,099

\$400,000 Consultant / \$21,200 Planning / Highway 18,557

\$ 1,127,705

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance



cc: all
phys
A&A

MICHAEL J. LEWIS
Chief Deputy Commissioner Of
Finance

Reso

SHEILA M. BARRETT
Deputy Commissioner Of Finance

#6

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, Deputy Commissioner of Finance ^{SYB}
Re: Budgetary Amendment - 23A034
Date: May 25, 2023

At the request of the Acting Commissioner of Planning, the following budgetary transfer is required. (Effective April 1, 2023)

Increase estimated revenue:

55997000.53000.52308 Special Services \$125,000

Increase estimated appropriations:

55997000.449895.52308 UPWP - Federal Aid \$125,000

2023 JUN - 2 AM 9:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

This Resolution is required to account for additional UPWP Funding under NYMTC awarded to Putnam County as per the attached correspondence.

Approved:

Kevin M. Byrne
County Executive

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Load/Edit Budget Cost by PIN

Click on the underlined PIN to select BUDGET DETAILS

Main Menu
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View Projects for All Years
View Projects for Session Year
Budgets
Budget Cost by PIN
Budget Cost by Staff Member
Other Studies
View All Other Studies
Logout

<u>PIN</u>	<u>Project Name</u>	<u>Cost Budgeted</u>
PTPN23D00.A01	MPO Operations and Management	\$ 11,199
PTPN23D00.A02	Annual UPWP Development and Reporting	\$ 24,008
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PTPN23D00.C03	Transportation Performance Management (TPM)	\$ 3,313
PTPN23D00.C04	Regional Designations	\$ 3,088
PTPN23D00.C05	Model Development, Enhancement, and Applications	\$ 3,006
PTPN23D00.C06	Regional Surveys	\$ 2,614
PTPN23D00.C07	Data Management	\$ 439,779
PTPN23D00.D01	Regional Program Management	\$ 255,608
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NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

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View Projects for Session Year
Budgets
Budget Cost by PIN
Budget Cost by Staff Member
Other Studies
View All Other Studies
Logout

View project definition:

Budget

PIN : PTPN23D00.G03

Project Name : Putnam County Complete Streets Initiative

Staff Members:

Click an underlined staff member to review, change or delete budget information for staff member.

<u>Staff Name</u>	<u>Available Days</u>	<u>Budgeted Days</u>	<u>Budgeted Staff Cost</u>
<u>Barosa, Barbara</u>	101	12	\$ 9,264
<u>Hawley, Alexis</u>	207	5	\$ 6,185
<u>Hildenbrand, Brian</u>	192	10	\$ 10,650

Total staff costs: 27 \$ 26,099

Consultants:

Click an underlined Consultant work to review, change or delete Consultant information

<u>Consultant Work Title</u>	<u>Actual Program Year of Contract Funds</u>	<u>Budgeted Consultant Cost</u>
<u>Putnam County Complete Streets Initiative</u>	2023	\$ 125,000

Total consultant costs: \$ 125,000

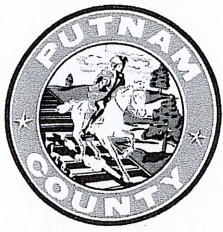
Non-personnel costs:

Click an underlined Cost to review, change or delete Cost information

<u>Type of Cost</u>	<u>Budgeted Other Cost</u>

Unspent Funds: \$ 0

Total for PIN: \$ 151,099 **New Funds:** \$ 151,099



Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

841 Fair Street
Carmel, NY 10512

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

Phys. June

CC: All

#7

TO: Legislator William Gouldman
Chairman, Physical Services Committee

FROM: Barbara Barosa, AICP, Principal Planner
Department of Planning, Development and Public Transportation

DATE: May 11, 2023

RE: SEQR Resolution for the Tilly Foster Farm – Cantina Replacement Building

After a review of the proposed plans for the replacement of the Cantina (Building #6) at Tilly Foster Farm, it has been determined that the project is classified as a Type II action under SEQR, and no further environmental review is required.

To this end, it is respectfully requested that this matter be placed on the upcoming Physical Services Committee meeting agenda scheduled for ~~May 16~~, 2023.

Thank you in advance for your consideration.

June

2023 MAY 11 PM 4:35
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

APPROVAL/ SEQRA DETERMINATION/TYPE II/CANTINA AT TILLY FOSTER FARM

WHEREAS, the Putnam County Legislature is considering the replacement of Building #6 (“the Cantina”) at Tilly Foster Farm with a slab on grade, 2,500 square foot wood frame structure to be used for office space and classroom instruction by Cornell Cooperative Extension. The design will be aesthetically consistent with the rest of the property and will use existing water supply and septic infrastructure, and

WHEREAS, the existing building is in poor condition and it has been determined that replacement of Building #6 is the preferred alternative for Cornell Cooperative Extension to utilize the building, and

WHEREAS, this action has been determined to be a Type II Action in accordance with 6 NYCRR Part 617.5(c)(9) “construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities” and 617.5(c)(2) “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site”, now therefore be it

RESOLVED, that the Putnam County Legislature accepts the determination that this project is a Type II Action and pursuant to the State Environmental Quality Review Act §617.6(1)(i), there is no further environmental review necessary.

cc: all
phys 6.12.23
APPROVED
#8

APPROVAL/RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2023 CONSOLIDATED FUNDING APPLICATION PROGRAM AIMED TO INCREASE LOCAL ECONOMIC DEVELOPMENT AND ENCOURAGE GROWTH IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the “Legislature”) agree that through economic development efforts that generate, retain and/or create jobs; prevent, maintain and upgrade government facilities to improve operations; and increase business and economic activity in Putnam County (the “County”); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC’s 2023 Available CFA Resources Manual (the “Manual”), for which the submission deadline of applications is July 28, 2023; and

WHEREAS, funding opportunities described in the Manual include repairing or renovating historic structures, implementation of carbon neutral projects, and economic development generating infrastructure projects including property restoration/ trail and dam renovation projects, all of which are expected to improve the economic and environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County’s economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the “Department”), is desirous to competitively seek grant funds through REDC’s 2023 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to fifty percent of the total project costs:

Proposed Project Application	Location	Estimated Costs	CFA
<i>Putnam County Salt Storage Facility</i>	<i>841 Fair Street Carmel, NY</i>	<i>\$619,000</i>	<i>\$309,500</i>
<i>Putnam County Historic Courthouse Column Restoration</i>	<i>40 Gleneida Avenue Carmel, NY</i>	<i>\$175,000</i>	<i>\$87,500</i>
<i>Fire Training Center</i>	<i>192 Gipsy Trail Road Carmel, NY</i>	<i>\$750,000</i>	<i>\$200,000</i>
<i>Golf Course Maintenance and Cart Storage facility</i>	<i>187 Hill Street Mahopac, NY</i>	<i>\$1,500,000</i>	<i>\$1,125,000</i>

2023 JUN -7 PM 12:18
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

<i>Putnam County Trail Maintenance</i>	<i>Mahopac, NY</i>	<i>\$250,000</i>	<i>\$200,000</i>
<i>Dam Improvement Project</i>	<i>South Lake Dams Kent, NY</i>	<i>\$250,000</i>	<i>\$200,000</i>
<i>Strategic Plan for County-owned Buildings</i>	<i>Various Locations</i>	<i>\$200,000</i>	<i>\$100,000</i>

Now therefore be it

RESOLVED, that the County Executive, together with the Legislature, supports and approves of the County's applications for CFA grant funding to be submitted by the Department by July 28, 2023 to the NYREDC for its consideration; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

Diane Schonfeld

From: Barbara Barosa
Sent: Wednesday, June 7, 2023 11:59 AM
To: Diane Schonfeld; Diane Trabulsky; Edward Gordon
Cc: John Tully
Subject: Resolution for June Physical Services Agenda
Attachments: Reso-2023 CFA-Grant Apps.docx

Good Morning,

Please see attached for Resolution requesting to apply for Consolidated Funding Application (CFA) grant funding for several projects to be placed for consideration on this month's Physical Services agenda. Please let me know if you need anything further.

Thank you,
Barbara

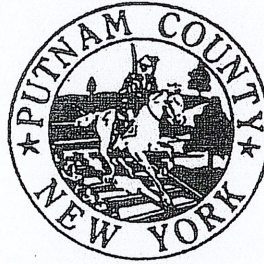
*Barbara Barosa, AICP, Principal Planner
Putnam County Department of Planning, Development and Public Transportation
841 Fair Street
Carmel, NY 10512
845-878-3480 x48107*

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

F. Le.
TOKent

CC: All
PHYS 6.12.23
Discussion
#9

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

June 7, 2023

Jamie Spillane, Esq.
Hogan, Rossi & Liguori Attorneys at Law
3 Starr Ridge Road
Suite 200
Brewster, NY 10509

Re: Town of Kent with Sunberry Properties LLC
Tax Map Section 22, Block 1, Lot 23.2, Town of Kent

Dear Attorney Spillane,

I am in receipt of your letter dated June 1, 2023.

Respectfully, I request that you and/or a representative from the Town of Kent be in attendance at the June 12, 2023, Physical Services Meeting (Meeting). The above referenced will be on the agenda as a discussion item.

The Meeting will be held in the County Office Building in Conference Room #318 at 6:30p.m. Please confirm your availability to attend said meeting with the Legislative Office. Thank you.

Regards,

William Gouldman
Chairman Physical Services Committee

Cc: Jamie McGlasson
Town of Kent Supervisor

cc All
Phys



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

Nancy Tagliafierro*
Jamie Spillane*†
Scott J. Steiner
Bonnie N. Feinzig
Adriana Nolan†
Brendan J. Liberati*

Of Counsel
Mary Jane MacCrae

* Also Admitted in CT
† Also Admitted in NJ

June 1, 2023

VIA FEDERAL EXPRESS

Hon. William Gouldman, Chairman
Physical Services Committee
Putnam County Legislature
40 Gleneida Avenue
Carmel, New York 10512

Re: Town of Kent with Sunberry Properties LLC
Tax Map Section 22, Block 1, Lot 23.2, Town of Kent

2023 JUN -5 PM 2:15
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Chairman Gouldman:

This office is counsel to the Town of Kent. We write to renew the Town of Kent's request for consent from the County of Putnam to grant an easement over to above referenced property. Consent was previously granted by the County in 2018, but the transaction was never consummated. A new owner is interested in the same transaction which is why the Town is renewing its previously approved request.

The Town of Kent is contemplating a proposed land swap transaction with Sunberry Properties LLC. The transaction contemplates a swap of 4.7 acres of vacant land owned by the Town for 6.7 acres of adjoining in kind property owned by a private landowner. The transaction also contemplates the Town granting a fifty foot wide easement for fair market value to the private party. The easement would be over the real property commonly known as Ray Singer Court, Kent Lakes, New York. This property is the site of the Town's recycling facility.

The Town is considering undertaking the land swap with easement to effectuate the orderly development of a large vacant tract of land that borders the land that will be swapped. The proposed easement would provide the most direct access to the larger tract of land. For your convenience, enclosed please find an aerial map of the subject real property. The real property to be swapped by the Town is outlined in green. The real property to be swapped by the private party is outlined in red. The proposed easement is highlighted in yellow. The physical improvements appearing on the map by the "swap" property are the Town of Kent's municipal buildings.

The real property that would be burdened by the easement was conveyed to the Town by the County under deed, dated December 12, 1990. Attached please find a copy of the deed. The deed contains a reversionary interest in favor of the County. Specifically, the deed states that:

HOGAN, ROSSI & LIGUORI
Attorneys at Law

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 a public purpose and benefit.

Accordingly, we write to request written consent from the County for the Town to grant an easement to the private party. This consent was previously granted by the County for an identical transaction, albeit with a different purchaser, John Clancy. On August 7, 2018, by Resolution No. 191 of 2018, the County of Putnam previously consented to and approved the grant of the same easement and right of way being requested to John Clancy. Unfortunately, that transaction was never completed, and the Town now requests that consent be granted for the same easement and right of way to Sunberry Properties LLC, and for \$65,000 consideration.

Thank you for your consideration of this request.

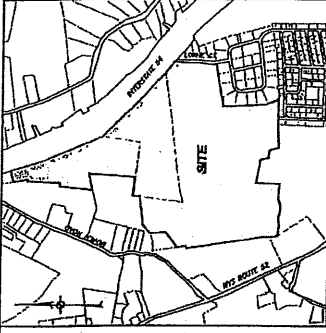
Respectfully submitted,



Jamie Spillane, Esq.

Encls.

cc: Jamie McGlasson, Town Supervisor



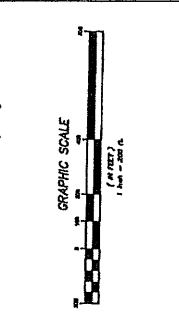
SCALE: 1" = 1000'

APPLICANT:
 GREEN-EXISTING TOWN
 1000 WINDING RD
 GREEN-EXISTING TOWN, VA

GENERAL NOTES:
 1. Property boundaries shown herein shall be those of the 1997 Plat for the site.
 2. Aerial imagery shown herein is from 2002 and is not necessarily current.
 3. The 1997 Plat for the site is on file with the Loudoun County Planning Department, P.O. Box 1000, Leesburg, VA 20109.

green-existing Town prop. to be swapped

Red-adjacent private property to be swapped with Town property.



NO.	DATE	REVISION	BY
1			
ONSITE			
ENGINEERING SURVEYING & LANDSCAPE ARCHITECTURE, P.C.			
PROJECT: CLASSIC RELOCATION & LOGISTICS			
ADDRESS: 1000 WINDING RD, GREEN-EXISTING TOWN, VA			
DRAWING: LOT LINE ADJUSTMENT AND EASEMENT MAP			
PROJECT	1000 WINDING RD	PROJECT	CLASSIC
DATE	1-18-10	DATE	11A-1
SCALE	1" = 200'	SCALE	11A-1



proposed easement.

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

1111 - 110
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 Smadbeck Avenue,
Carmel, New York 10512

party of the second part,

WITNESSETH, that the party of the first part, in consideration ~~of moneys~~ 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 R#554 of the year 1990

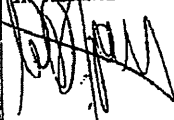
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances
and all the estate and rights of the party of the first part in and to said premises; 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 consid-
eration 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 indure 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/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 06°-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.

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. 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°-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 111 - 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'-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. 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. 65°-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 634.44 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 - 1A

STATE OF NEW YORK, COUNTY OF
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 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 was not a director of said corporation and that no such director 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
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
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. 4745658
Qualified in Putnam County
Commission Expires July 31, 1992

Quitclaim Deed

TITLE No.
The COUNTY OF PUTNAM

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

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
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00
T.T. Exempt.
PUTNAM COUNTY CLERK'S OFFICE
RECEIVED ON THE 16 DAY OF Dec 1990
AT 2 H 43 M P.M. RECORDED IN
BOOK No. 111 OF 1000
AT PAGE 110 AND EXAMINED
[Signature]
CLERK

1048
RECEIVED
\$ [Amount]
REAL ESTATE
DEC 18 1990
TRANSFER TAX
PUTNAM
COUNTY

DEC 18 2 43 PM '90
PUTNAM COUNTY
CLERK'S OFFICE

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 1

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

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, John Clancy is seeking to develop adjoining parcels of real property, identified as Town of Kent TM Nos.: 22.-1-21, 12.-3-74, and 22.-1-22, as a warehouse and storage facility; 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 his project, John Clancy has requested that the Town provide him 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 Nos.: 22.-1-21, 12.-3-74, and 22.-1-22 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 Nos.: 22.-1-21, 12.-3-74, and 22.-1-22; and

WHEREAS, the Town of Kent is desirous of conveying such easement to John Clancy; 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, the Physical Services Committee has reviewed and approved this matter; now therefore be it

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 in session on August 7, 2018.

Dated: August 9, 2018

Signed: _____

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

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.



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 in session on August 7, 2018.

Dated: August 9, 2018

Signed: Diane Schonfeld

Diane Schonfeld
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, 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. 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 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

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

MICHAEL J. LEWIS
Interim Commissioner Of Finance



cc:all
Phys FYI
6-12-23

SHEILA BARRETT
Deputy Commissioner Of Finance

FH

#10

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Interim Commissioner of Finance
RE: County Facility Renovations Capital Reserve
DATE: June 6, 2023

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2023 JUN -7 AM 11:17

At the request of the Administrative Director of Highways & Facilities, the following CP projects are closed and will be repurposed for future CP County Facility Renovations.

PROJECT 55197000 53000 51509 - COUNTY FACILITY RENOVATIONS CAPITAL RESERVE

PROJECT DESCRIPTION	AUTHORIZATION	YTD 6/1/23 SPENT	AVAILABLE BUDGET	REPURPOSED
CP 1 COUNTY OFFICE BUILDING FAÇADE	\$ 50,000	\$ 48,377	\$ 1,623	\$ (1,623)
CP 2 HISTORIC COURTHOUSE BMS	60,000	55,089	4,911	(4,911)
CP 3 PUTNAM COUNTY GOLF COURSE UPDATES	250,000	249,369	631	(631)
CP 4 SHERIFF'S ELEVATED WALKWAY DEMOLITION	125,000	102,123	22,877	(22,877)
CP 5 HIGHWAY HVAC	50,000	23,015	26,985	(26,985)
CP 6 ACCESS CONTROL FOR CNTY FACILITIES	82,537	82,314	223	(223)
CP 7 DMV DOORS	32,836	20,787	12,049	(12,049)
CP 8 FORENSIC LAB	49,300	37,468	11,832	(11,832)
CP 9 JAIL GENERATOR TRANSFER SWITCH	20,000	16,750	3,250	(3,250)
CP 11 BURN CENTER	70,000	65,562	4,438	(4,438)
CP 12 KOEHLER WELL	40,000	37,929	2,071	(2,071)
CP 13 GENERATOR REMOTE MONITORING	40,000	39,707	293	(293)
CP XX - UNDESIGNATED	-	-	-	91,184
	<u>\$ 869,673</u>	<u>\$ 778,489</u>	<u>\$ 91,184</u>	<u>\$ -</u>

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Please forward to the appropriate committee.

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, Deputy Commissioner of Finance
CC: Michele Alfano-Sharkey, County Auditor; John Tully, Director of Purchasing
Alexis Hawley, Assistant Supervisor of Planning & Design

FROM: Thomas Feighery, Administrative Director

DATE: June 1, 2023

We would like to respectfully request the following CP projects to be closed that were earmarked in account number 55197000 53000 51509.

Project #	Name	Balance as of 6/1/23
CP 1	County Office Building Façade	\$1,622.98
CP 2	Historic Courthouse BMS	\$4,911.22
CP 3	PC Golf Course Updates	\$630.97
CP 4	Sheriff's Elevator Walkway Demo	\$22,876.94
CP 5	Highway HVAC	\$26,985.00
CP 6	Access Control for Cnty Facilities	\$222.81
CP 7	DMV Doors	\$12,049.22
CP 8	Forensic Lab	\$11,832.24
CP 9	Jail Generator Transfer Switch	\$3,250.00
CP 11	Burn Center	\$4,437.71
CP 12	Koehler Well	\$2,071.48
CP 13	Generator Remote Monitoring	\$293.20
		\$91,183.77

Thank you.