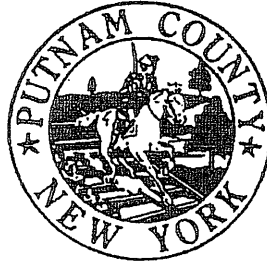


THE PUTNAM COUNTY LEGISLATURE

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)

Thursday

August 17, 2023

(Immediately Following the 6:00p.m. Protective Services Mtg.)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Physical Services Meeting Minutes/ July 18, 2023**
- 4. Approval/ Budgetary Amendment 23A048/ Geico Insurance Co. Reimbursement to Cover Damages to a Social Services Vehicle/ Manager Risk & Compliance Mat Bruno**
- 5. Approval/ Cornell Cooperative at Tilly Foster – Lease/ Sr. Deputy County Attorney Conor McKiernan**
- 6. Approval/ Budgetary Amendment 23A050/ Repurpose A Portion of ARPA Funds Earmarked for Bridges and Culverts to go to the Fair Street Reconstruction Project – Additional Design Services/ Commissioner of Finance Michael Lewis**
- 7. Approval/ Budgetary Amendment 23A051/ Repurpose A Portion of ARPA Funds Earmarked for Countywide Highway Infrastructure Projects to go to Fund Anticipated Construction and Construction Inspection Costs for the Sprout Brook Road Bridge Project (PIN 8762.13)/ Acting Deputy Commissioner of Department of Public Works Joseph Bellucci**

- 8. Approval/ Budgetary Amendment 23A053/ Use of Capital Reserve Funds - Article 9
Rehab Project Replacement of Roof at the Emergency Operations Center/ Acting
Deputy Commissioner of Department of Public Works Joseph Bellucci**
- 9. Approval/ Request Funding for Renovations to Donald B. Smith Campus/ Department
of Public Works Administrative Director Thomas Feighery**
- 10. Other Business**
- 11. Adjournment**

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

Phys.
August
17
#3

Committee Members: Chairman Gouldman, Legislators Castellano & Montgomery

Tuesday

July 18, 2023

The meeting was called to order at 6:04p.m. by Chairman Gouldman and he led in the Pledge of Allegiance. Upon roll call, Legislators Castellano, Montgomery, and Chairman Gouldman were present.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ June 12, 2023

Chairman Gouldman stated the minutes were accepted as submitted.

Susan Kotzur, Chairperson of the Commission of the Kent Recycling Center claimed there was an incorrect statement made and it was included in the June 12th minutes. She requested that it be corrected.

Legislative Counsel Firriolo explained that the Legislature's committee meeting minutes are to be a record of what was said. He stated the clerk cannot include a statement/ information that was not said.

Item #4 - Approval/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Sr. Deputy County Attorney Conor McKiernan

a. Correspondence from Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm

Chairman Gouldman made a motion to waive the rules and accept the additional; Seconded by Legislator Castellano. All in favor.

Chairman Gouldman stated the additional material was dropped of at the Legislative Office today. He stated it is from the members of the Town of Kent Recycling Commission.

Sr. Deputy County Attorney Conor McKiernan stated this matter involves an easement over a property that was provided to the Town of Kent by the County. He stated in order to effectuate the easement the Town of Kent needs to receive County approval. He explained the County Law Department worked with all of the parties involved and negotiated terms that the County Law

Department is comfortable with. He stated the Law Department believes what is being proposed is fair along with the consideration that the property owner is going to be providing for the easement. He stated in closing the Law Department has no objections.

Chairman Gouldman questioned if the Town of Kent is in agreement with this.

Attorney Jamie Spillane, from Hogan, Rossi & Liguori Law Firm, stated she is representing the Town of Kent. She stated they are in agreement with this easement and in favor of moving this project forward. She explained this reversionary matter needs to be addressed and then the matter of the easement will need to come before the Town of Kent to be voted on.

Legislator Montgomery stated she would have liked to have had a correspondence from the Town of Kent stating their support.

Legislator Ellner stated he has constituents in the Town of Kent who vehemently oppose this. He stated that his recent conversations with the Town of Kent Board Members on this topic have not been evident that they are in favor of this.

Legislator Addonizio stated she agrees with Legislator Ellner.

Legislator Ellner stated he agrees with Legislator Montgomery, in that the Legislature should have been sent documentation from the Town of Kent Board stating their position on this matter.

Legislator Addonizio stated that she has heard from her constituents who are not in favor of this. She stated she would like to see the Town of Kent weigh in on this matter before the Legislature moves forward. She stated the residents' main concern is what are the plans for the property. She stated she believes that should be reported.

Attorney Jamie Spillane, from Hogan, Rossi & Liguori Law Firm, stated that was discussed at the June Physical Services Meeting. She stated the current owner of the property is not a developer. She stated before any construction begins, the project would need to be consistent with the zoning regulations and go through all of the approval processes of the Town of Kent. She stated said property is a residential zoning district so it would have to be residential, or they would need to apply to the Town Board to be in a Business Park Overlay District. She stated there are very light manufacturing uses permitted in the Business Park Overlay District. She stated there is extensive regulation that would go on before any project could be approved there.

Chairman Gouldman stated based on the comments from his colleagues, he asked Attorney Spillane speak to who she was referring to when she said the Town of Kent is in favor of this.

Attorney Jamie Spillane, from Hogan, Rossi & Liguori Law Firm, stated she was referring the Town of Kent Board.

Legislator Montgomery stated that she spoke to a Town of Kent Board Member who was in favor of this. She stated she did not speak for every member. She stated she believes in light of the fact that they have their Attorney bringing this forward that speaks to their position. She stated she believes the onus is on the members of the Town Board if they are adamantly opposed to this to contact the Legislators to communicate their position. She stated the Town Board of Kent still has the option to vote this down if that is their decision.

Legislator Castellano stated to be clear this is the first step. He stated if approved, then the matter goes before the Town of Kent Board for their consideration. He stated that is what happened a few years ago, but the project did not move forward, and therefore the easement was reverted back to the County.

Attorney Jamie Spillane, from Hogan, Rossi & Liguori Law Firm, stated to be clear there was an informal presentation given to the Town of Kent Board a few months ago. She stated the Board Members were made aware of this matter and informed it was coming before the Physical Services Committee of the Putnam County Legislature. She confirmed Legislator Castellano's statement was correct in that the Town of Kent Board cannot make their formal vote until they know the reversionary interest will be waived on this project.

Legislator Nacerino stated she agrees with Legislator Montgomery, in that the Town of Kent Board hired an attorney to support their endeavor.

Legislator Jonke spoke to his knowledge of said property. He explained he was the Town Assessor when the last business owner, John Clancy, was interested in the property. He stated this property can only be accessed through the Ray Singer Court access to the Town of Kent Recycling Center. He stated he personally walked the area along with the Town Supervisor at that time, and a member of the Recycling Center Mr. Carpenter, to see if there is another access point. He stated it was confirmed there is not. He stated the Town of Kent then and now is in desperate need of development. He stated this property backs up almost to Route 84, in his opinion is a perfect property to be a development. He stated this is the first step, and the applicant is willing to pay for the easement, just as John Clancy was going to do. He stated this will be a long process after this first step. He closed by stating this is the first step and the County will be compensated, he does not understand the confusion.

Legislator Ellner stated there is a lot of confusion because the proposed project by John Clancy was going to be commercial. He stated it was just stated said property is zoned residential.

Legislator Jonke and Attorney Spillane stated they can opt to go for the Business Park Overlay District.

Legislator Ellner stated he would like to see what the true intent is for this property. He stated it is his understanding when the County deeded the property to the Kent Recycling Center, which is a quasi-governmental that the non-profit Town of Kent Recycling had to pay, out of their own pocket, \$150,000 to install their own culvert. He stated there is a major concern related to the use of that roadway. He questioned why the developer can't install a culvert. He stated he believes they are coming to the County to get a discount. He stated if we had a conceptual site plan he would be in favor of this. He stated based on the people who have reached out to him on this, he will not be able to support this request.

Legislator Jonke requested an explanation as to what a quasi-governmental means.

Legislator Ellner stated there is governmental entity.

Legislator Jonke stated the Kent Recycling Center is a private entity.

Legislator Ellner requested the representative from the Kent Recycling Center address if there are private or do they report to the Town of Kent (Town).

Susan Kotzur, Chairperson of the Commission of the Kent Recycling Center stated they are a private entity, and they report to the Town and they have Town rules they need to adhere to.

Legislator Jonke requested confirmation when a resident writes a check they write it out to the Kent Recycling Center not the Town.

Susan Kotzur, Chairperson of the Commission stated that is correct. She stated she needs to bring the money received within two (2) days to the Town of Kent.

Legislator Jonke questioned how many days and hours is the Kent Recycling Center open.

Susan Kotzur, Chairperson of the Commission stated two (2). She stated that one (1) day they are open four (4) hours and the second day they are open five (5) hours. She stated those are not the only number of hours that are put into the operations of the Kent Recycling Center.

Legislator Sayegh stated what is in front of the Legislature is consideration of granting use of the easement. She stated the use of the property falls within the purview of the Town. She stated if

constituents in the Town of Kent and for or against a certain type of project, they should go to their Town Board, and make their case, and have their voices heard.

Attorney Spillane stated there will be public hearings before any use would be approved for the site. She stated she, a member of the Town Board, and the Applicant along with his attorney met with the members of the Recycling Center and tried to propose some minimal standards for if the easement were granted. She stated Ray Singer Court and improvements to said road, were incorporated. She stated minimal standards were included in the easement agreements, to make sure Ray Singer Court would not be adversely affected in any way. She continued to speak to that.

Susan Kotzur, Chairperson of the Commission requested that she be permitted to give the Legislature petition with 97 signatures.

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

Legislator Montgomery read from the petition. In summary the petition included 97 signatures of those against the use of the current entrance/exit, Ray Singer Court, for any other use except for the use of the Kent Recycling Center. Legislator Montgomery stated she understands and respects the mission and the service provided by the Kent Recycling Center to the residents. She stated it would be unreasonable for the members of the Kent Recycling Center to think there will be no development on said parcel. She stated she believes the applicant has shown good faith in his meeting with the Kent Recycling Center and ensuring that improvements will be made, and no disruption will take place regarding the recycling center. She stated she knows the negotiations are up to the Town Board, but she suggested something be offered to the Kent Recycling Center, as part of the negotiations. She offered some suggestions.

Legislator Jonke stated the landowner, and his attorney were present and he would like to hear from them.

Attorney Richard O'Rourke stated he is with Keane & Bean LLC and represents Stephen Hoare, who is the landowner. He stated he also represented Mr. Clancy, five (5) years ago, when he was looking to develop this property. He stated at that time the Legislature did adopt a resolution that the project could move forward. He provided an analogy that what is in front of the Legislature for consideration for approval is the first half of a nine-inning baseball game. He stated for the record there are absolutely no plans for residential development on said property. He stated what is being proposed ultimately is under section 77-26.6 the Business Park Overlay District that is codified in the Town of Kent. He read from said section 77-26.6 B. - "Permitted uses. Unless restricted by the Town Board in its resolution of zoning amendment approval, the following uses

are permitted:”. He stated if this matter is approved by the Legislature his next step with his Client is to then go the Town of Kent and work through their process. He stated he is an officer of the Court and has been practicing for 40 years, he nor Attorney Spillane are going to misrepresent anything. He stated Mr. Clancy did get the approval from the Legislature, but to be honest he looked at the task ahead in terms of the process and chose to bring his project to Connecticut. He stated there was a second applicant after Mr. Clancy who was considering the parcel. He stated he looked at what was required and decided not to fight the battle. He stated his client cannot commit to the plans for the property, because until he has an access point to the parcel, no developer will give it consideration. He stated that once a developer is in place there will be a complete and total commitment that must be met, which will be to improve the easement, improve the drainage, provide the width necessary. He stated working with Insite Engineering there has already been a conceptual plan that will improve the ingress and degrees.

Property Owner, Stephen Hoare stated he is a Car Dealer, he certainly would not be able to sell a car without an engine to a customer and promise he will put a good engine in later. He stated he cannot bring this property to market without an easement. He stated his goal is to bring a proposal to the Town that aligns with them to ease the burden of the process. He stated in his meeting with the members of the Kent Recycling Center they came to an agreement in regards to the easement and he will stand behind that. He stated he is not going to bring residential in front of the Town Board. He stated he will bring a project that will align with the Town and help with the burden of taxes. He stated it has taken 13 months for him to get to this point.

Attorney Richard O’Rourke stated in terms of the improvement of the road and what the uses are, which are enumerated in the Town of Kent Code, there is no slight of hand. He stated you have heard from the County Attorney, the Town of Kent’s Attorney, and they have worked to vet this thoroughly. He stated all they are requesting is the opportunity to develop this property. He stated without this approval they cannot move forward.

Legislator Ellner stated he is in support of the concept for the proposal of future development on said property. He stated he is concerned with the existing good neighbors and their concerns related to a non-paved road, which they paid for, and what the impact of the additional traffic will do to the road. He questioned for clarification if Property Owner Stephen Hoare plans to do the development or is looking to sell the property to a developer.

Property Owner, Stephen Hoare stated he is not a developer. He will not be developing the property. He continued speak to his hope for the property.

Chairman Gouldman facilitated further discussion. He thanked all the parties for their attendance and the information that had been provided.

Chairman Gouldman made a motion to approve Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement; Seconded by Legislator Castellano. All in favor.

Legislator Jonke stated he wanted to thank Senior Deputy County Attorney Conor McKiernan for making the Town of Kent Easement matter a priority in his demanding workload. He thanked him for the work he does on behalf of the County.

Item #5 – Approval/ Renewal- Putnam County Veterans’ Residence Leases/ Sr. Deputy County Attorney Conor McKiernan

Senior Deputy County Attorney Conor McKiernan stated this is the annual renewal for the leases of the Veteran’s who are living in the County’s Veterans’ residence. He stated the current leases expire at the end of July 2023.

Legislator Montgomery questioned if the Veterans’ Residence is fully occupied. She also questioned if spouses are permitted to live there.

Senior Deputy County Attorney Conor McKiernan stated it is not fully occupied and he does not believe spouses are permitted.

Legislator Castellano questioned how many rooms are available.

Senior Deputy County Attorney Conor McKiernan stated there is one room vacant.

Chairman Gouldman made a motion to Approve/ Renewal- Putnam County Veterans’ Residence Leases; Seconded by Legislator Castellano. All in favor.

Item #6 - Approval/ Reappointment & Appointment Putnam County Agricultural and Farmland Protection Board (AFPB)/ Planning Department Acting Administrator John Tully

Chairman Gouldman stated due to some inaccuracies in the request submitted from the Putnam County Agricultural and Farmland Protection Board (AFPB) to the Legislature related to the appointments and reappointments to the AFPB, he will be making a motion to table the agenda item.

Chairman Gouldman made a motion to Table Reappointment & Appointment Putnam County Agricultural and Farmland Protection Board (AFPB); Seconded by Legislator Castellano. All in favor.

Item #7 - Approval/ Budgetary Amendment 23A045/ Funding to Respond to Recent Storm Events and Associated Flood Damage Throughout Putnam County/ Administrative Director Department of Public Works Thomas Feighery

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

Administrative Director Department of Public Works Thomas Feighery stated areas throughout the County were hit very hard by the heavy rainstorm that came through Putnam County on Sunday, July 9th. He stated the western side of the County was negatively impacted as were areas in Patterson, Kent. He stated the damage is being assessed and information collected. He stated the extent of the damage related to some of the critical structures is still not known. He stated there is a certain process and requirements of information specific to the submission to the Federal Emergency Management Agency (FEMA). He stated on Peekskill Hollow Road they had to take emergency measures to make it safe and to make it resilient. He stated since the July 9th storm there have been a couple of more storms that have come through our area adding to the already challenging situation. He stated they will continue to monitor and assess the situation and put together the information for FEMA.

Chairman Gouldman stated Budgetary Amendment 23A045, which is a zero fiscal impact to this year and 2024, is in the amount of \$1,000,000. He questioned if that will be enough funding.

Administrative Director Department of Public Works Thomas Feighery stated the hope is FEMA funding will be made available. He explained until then this funding will allow the County to do the necessary critical repairs that will make the roadways safe and keep them open. He stated it was amazing that through a collaborative effort of many that they were able to get Peekskill Hollow Road open on Thursday, July 13th by 4:00p.m. He stated said roadway looked like a fishing location Monday and Tuesday, July 10th & 11, 2023. He continued to speak to the different county locations where they worked. He stated with the back-to-back storms the funding from the requested budgetary will permit them to just get started. He stated the damage was extreme.

Chairman Gouldman stated he wanted to thank all of the workers for their efforts and dedication. He stated it is very impressive the amount of work done and what has been accomplished in a few days under difficult circumstances. He stated the improvement from Monday, July 10th to today is night and day.

Administrative Director Department of Public Works Thomas Feighery stated the credit goes to the County crews. He stated they worked in the extreme heat and worked 12-hour days. He agreed the County crews did a fantastic job.

Acting Administrator of Planning John Tully stated he echoes everything Administrative Director Feighery said. He stated the County Executive requested that he provide an update regarding the County recent hiring an expert firm, Meridian Strategies to assist with the navigation of the FEMA process. He stated if eligible, the cost of Meridian's services will be reimbursed under the FEMA process.

Chairman Gouldman stated the response from this Administration has been phenomenal. He stated hiring a company with an expertise in these situations will help expedite the process. He stated this storm has caused devastation to some of the infrastructure in the county.

Acting Administrator of Planning John Tully stated Meridian has done work in the Town of Kent, and he received an overwhelming response on the work done there.

Legislator Montgomery expressed her appreciation for the response from the County Officials to the elected officials in her district. She questioned if consideration has been given to hire temp workers to assist during this time of recovery.

Acting Administrator of Planning John Tully stated most of the temp workers hired are limited in their ability and always safety is a priority and consideration when assigning work to employees who are inexperienced. He stated the temps have been assigned to fill sandbags and putting them in the areas where needed.

Legislator Montgomery stated she is glad to hear the County has hired a company that has an expertise in these situations. She stated that she hopes Meridian will help the Towns with all of these items, because they cannot do it on their own. She stated they just recouped money for damage related to Hurricane Ida.

Acting Administrator of Planning John Tully stated that is why the Town of Kent brought them on, was to help them in the aftermath of Hurricane Ida (2021) and he believes Meridian will help them in this storm event as well. He stated the County is confident in bringing Meridian in so quickly after the storm it will be a positive in navigating the arduous FEMA process.

Legislator Montgomery questioned if the County is keeping in mind fixes that can be made to manage and mitigate the affects of storms like this in the future.

Administrative Director Department of Public Works Thomas Feighery stated FEMA is very good in terms of incorporating resiliency. He spoke to some changes that have already been done in the County as a result of FEMA.

Legislator Nacerino requested confirmation that the fees incurred related to Meridian will be reimbursed by FEMA.

Acting Administrator of Planning John Tully stated that is correct. He clarified they were hired by utilizing the Procurement Policy thresholds. He stated based upon the County's threshold, which is \$435,000, in costs of damages, the County is confident that has been reached. He stated in speaking with the representatives from Meridian, they are confident that just 5% of that number alone should be sufficient to cover their services. He stated the Bureau of Emergency Services may lean more on the Meridian Consultants more than what he is anticipating right now, but there is room within the County's threshold to account for that. He stated they charge on a schedule of hourly rates based on the level of expertise that is required. He stated the rates are very reasonable. He continued to speak to this.

Legislator Nacerino questioned how this storm differs from the several past storms that the Bureau of Emergency Services took care of in-house.

Acting Administrator of Planning John Tully stated the Bureau of Emergency Services will still be responsible to gather the data, the Meridian Consultant will guide the County with the application and process to assure the County is following the FEMA process. He stated in the past items and information were missing from the applications that were submitted.

Administrative Director Department of Public Works Thomas Feighery stated the number of hours it takes in the completion of paperwork is tremendous. He stated in the past, not working with a company that is an expert on the FEMA process, the County probably missed out on opportunities of funding.

Legislator Crowley stated she is very much in favor of this. She stated she believes it is imperative that the County get to work immediately. She stated the weather continues to be a challenge. She stated the goal is to get the infrastructure safe again and make changes to improve the resilience of Putnam County's infrastructure.

Legislator Ellner thanked Administrative Director Department of Public Works Thomas Feighery and Acting Administrator of Planning John Tully for all they have done. He stated he agrees with Chairman Gouldman that he believes the financial needs will surpass \$1,000,000 and would support approving more funding.

Acting Administrator of Planning John Tully explained that for now this request is appropriate. He stated they will come back to the Legislature if there is a need for more funding.

Administrative Director Department of Public Works Thomas Feighery expressed his agreement that the funding being requested this evening is appropriate at this time.

Chairman Gouldman made a motion to Approve/Approval/ Budgetary Amendment 23A045/ Funding to Respond to Recent Storm Events and Associated Flood Damage Throughout Putnam County; Seconded by Legislator Montgomery. All in favor.

Item #8 - Approval/ Budgetary Transfer 23T153/ Close Out Various CP Projects and Transfer to the Capital Projects Reserve to Fund Future Projects/ Acting Deputy Commissioner Joseph Bellucci

Acting Deputy Commissioner Department of Public Works Joe Bellucci stated this request is to close out the Capital Projects and to repurpose the funding for future Capital Projects.

Legislator Jonke requested a reminder of where the “Blue House” was.

Acting Deputy Commissioner Joe Bellucci stated that was demolition of a house next to the Putnam County Golf Course.

Legislator Jonke questioned the plans for the house that is on Route 312 at the bottom of Prospect Hill Road that is in very poor condition.

Administrative Director Department of Public Works Thomas Feighery stated the County is working with the Watershed Agricultural Council (WAC) regarding that parcel that would be related to the Tilly Foster Farm property.

Chairman Gouldman made a motion to Approval/ Budgetary Transfer 23T153/ Close Out Various CP Projects and Transfer to the Capital Projects Reserve to Fund Future Projects; Seconded by Legislator Castellano. All in favor.

Item #9– Other Business - None

Item #10 - Adjournment

There being no further business at 7:05 P.M. Chairman Gouldman made a motion to adjourn; Seconded by Legislator Castellano. 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
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)

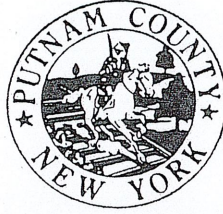
Tuesday

6:00p.m.

July 18, 2023

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ June 12, 2023
4. Approval/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Sr. Deputy County Attorney Conor McKiernan
 - a. Correspondence from Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm
5. Approval/ Renewal- Putnam County Veterans' Residence Leases/ Sr. Deputy County Attorney Conor McKiernan
6. Approval/ Reappointment & Appointment Putnam County Agricultural and Farmland Protection Board (AFPB)/ Planning Department Acting Administrator John Tully
7. Approval/ Budgetary Amendment 23A045/ Funding to Respond to Recent Storm Events and Associated Flood Damage Throughout Putnam County/ Administrative Director Department of Public Works Thomas Feighery
8. Approval/ Budgetary Transfer 23T153/ Close Out Various CP Projects and Transfer to the Capital Projects Reserve to Fund Future Projects/ Acting Deputy Commissioner Joseph Bellucci
9. Other Business
10. Adjournment

MICHAEL LEWIS
Commissioner Of Finance



SHEILA BARRETT
Deputy Commissioner of Finance

CC: all
Phys. 8/17
A+A 8/24
3050
Approval
#4

DEPARTMENT OF FINANCE

July 19, 2023

Ms. Diane Schonfeld, Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following 2023 budgetary amendment which has been submitted for approval.

2023 JUL 21 AM 11:46
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Increase Estimated Revenues:

10513000 426802 Hwy Road Machinery – Insurance Recovery \$ 6273.41

Increase Appropriations:

10513000 Hwy Road Machinery
54370 Automotive \$ 6273.41

2023 Fiscal Impact -0-
2024 Fiscal Impact -0-

The Highway department is in receipt of a check for \$6,273.41 from Geico Insurance Co. to cover damages to one of Social Services' vehicles involved in an accident on March 3, 2023. This amendment is required to proceed with the repair.

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 23A048

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

C. COMPTON SPAIN
County Attorney

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Sr. Deputy County Attorney



CONRAD J. PASQUALE
Sr. Deputy County Attorney

CONOR McKIERNAN
Sr. Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

DEPARTMENT OF LAW

MEMORANDUM:

TO: Michael Lewis, Finance

FROM: Mat C. Bruno, Sr., Manager Risk & Compliance.

DATE: June 5, 2023

RE: Vehicle Accident Claim Reimbursement

A handwritten signature in black ink, appearing to be "M. Bruno", is written over the "FROM:" line of the memorandum.

Enclosed please find Geico check #242834655 in the amount of \$6273.41 representing payment for the accident listed below. The Department of Social Services is expecting credit for the check.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Driver
4	03/07/23	\$7414.51	\$6273.41	Geico	Paulette Marino

Thank you.

MCB/da
Enc.

10513300 426632
10513000 11319

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903*

*This office will not accept service via facsimile

Detailed Payment Summary
GEICO GENERAL INSURANCE CO
Field Claim Center: 04 Woodbury

NO. N 242834655
Date: 06/01/2023

P.O. BOX 9507
FREDERICKSBURG, VA 22403-9526

Claim #: 0423849780101045
Date of Loss: 03/07/2023

Claimant Name: Matt Bruno
Insured Name: Paulette Marino
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: HW22

Pay To:
Putnam County Social Services

Putnam County Social Services/Matt
Bruno
48 Gleneida Ave
Cammel Ny 10512-1702

Total Amount:
\$****6,273.41

Payment Type:
LOSS

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Physical Services Committee Mtg.
August 17, 2023
#5

- #5. Approval/ Cornell Cooperative at Tilly Foster- Lease/ Sr. Deputy
County Attorney Conor McKiernan**

PHYS.
8/17/23

Approval
5

RESOLUTION

APPROVAL/ LEASE OF PORTION OF TILLY FOSTER FARM/CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at 100 Route 312, Brewster, New York 10509, including the numerous buildings located thereon, which is commonly known as Tilly Foster Farm; and

WHEREAS, a certain portion of Tilly Foster Farm, specifically Building # 6 ("Cantina"), has been vacant and unused since the County took ownership thereof; and

WHEREAS, the County has no public use for the Cantina; and

WHEREAS, Tilly Foster Farm is subject to a certain conservation easement, the beneficial interest of which is held by Watershed Agricultural Council of the New York City Watersheds, Inc.; and

WHEREAS, Cornell Cooperative Extension of Putnam County ("Cornell Cooperative") is an institution that, as part of its mission, provides a variety of educational programs and services for the residents of the County; and

WHEREAS, Cornell Cooperative is desirous of furthering its mission by leasing the land under the Cantina from the County, for a period of ninety-nine years, for the purpose of constructing a new building ("Cornell Cooperative Center") on its site; and

WHEREAS, in order to prepare the leased premises for the construction of the Cornell Cooperative Center, the Putnam County Department of Public Works must first demolish and raze the Cantina building; and

WHEREAS, the proposed lease, demolition and construction are permissible under the terms of the aforementioned conservation easement; and

WHEREAS, once built, the Cornell Cooperative Center will enable Cornell Cooperative to provide further services to the residents of the County; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Cornell Cooperative for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Cornell Cooperative, such lease being attached hereto as Schedule "A"; and

WHEREAS, Cornell Cooperative has prepared certain design plans for the proposed Cornell Cooperative Center to be built pursuant to said lease, such plans being attached hereto as Schedule "B"; and

WHEREAS, the Putnam County Legislature finds that the proposed lease and the construction of the Cornell Cooperative Center will benefit the community by promoting educational programs consistent with the purpose of Tilly Foster Farm; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that the Cantina building of the Tilly Foster Farm is not required for the County's use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and Cornell Cooperative, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Cornell Cooperative in the manner approved herein; and be it further

RESOLVED, that this resolution shall take immediate effect.

SCHEDULE "A"

LEASE AGREEMENT

This lease is made on the ____ day of _____, 2023, between the COUNTY OF PUTNAM, a municipal corporation having its principal office at the Putnam County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as "County of Putnam" or "LESSOR"), and CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY, (hereinafter referred to as "Cornell Cooperative" or "LESSEE") located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509.

WITNESS:

WHEREAS, LESSOR is the owner of the certain real property located at 100 Route 312, Brewster, New York 10509, including the numerous buildings located thereon, which is commonly known as the Tilly Foster Farm (hereinafter "Tilly Foster Farm"); and

WHEREAS, certain portions of the Tilly Foster Farm will not be required for the LESSOR's use, and therefore constitute surplus space; and

WHEREAS, the entirety of Tilly Foster Farm is subject to a certain conservation easement, referred to as the Watershed Agricultural Easement dated December 18, 2006, and further recorded in the Putnam County Clerk's Office on February 2, 2007 in Liber 1765 of Deeds at page 362. (hereinafter "WAC Easement") of which The Watershed Agricultural Council of the New York City Watersheds, Inc. (hereinafter "WAC") holds the beneficial interest; and

WHEREAS, the Cantina building (hereinafter the "Cantina") located on Tilly Foster Farm, in the Municipal Acceptable Development Area (hereinafter "MADA"), has been unused and vacant since the County took ownership of Tilly Foster Farm, and will not be required for LESSOR's use; and

WHEREAS, the County continues to have no public use for said building, and as such, is desirous of entering into this lease (hereinafter the "Lease") with Cornell Cooperative so that they may use it for all purposes permissible under the WAC Easement and consistent with Cornell Cooperative's purpose as a non-profit resource and educational organization; and

WHEREAS, the Cantina on Tilly Foster Farm has been determined to be uncondusive to remodeling or renovations; and

WHEREAS, Cornell Cooperative is therefore desirous of designing, engineering and constructing a new building (hereinafter the "CCE Center") on the site where the Cantina is currently located, at no cost to the County and in keeping with the architectural and aesthetic integrity of the remainder of the Farm; and

WHEREAS, Cornell Cooperative has provided and Lessor has accepted design plans developed in conjunction with design and architectural professionals that are in keeping with the architectural and aesthetic integrity of the Tilly Foster Farm; and

WHEREAS, once built, Cornell Cooperative is desirous of continuing its resource and educational mission and the mission of Tilly Foster Farm by re-locating its administrative offices to the CCE Center, and by conducting ongoing seminars, classes and events on the Farm; and

WHEREAS, the educational programs to be run by LESSEE are consistent with the goals and objectives of LESSOR for the Tilly Foster Farm; and

WHEREAS, LESSEE is desirous of razing the Cantina, in order that the CCE Center may be constructed on its site (hereinafter the demolition and subsequent construction shall, as a whole, be referred to as the "Project") and LESSOR is desirous of permitting the Project; and

WHEREAS, LESSEE is desirous of leasing those portions of the Tilly Foster Farm, as are presently occupied by the Cantina, upon which the newly constructed CCE Center building will rest; and

WHEREAS, LESSOR is desirous of leasing such portions of the Tilly Foster Farm to LESSEE upon the terms and conditions hereinafter described; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed upon by the parties as follows:

ARTICLE I: PREMISES:

(A) Subject to a confirmatory survey by the County, and at the County's right and option, the demised premises (hereinafter "Premises") consists of the area of Building #6, being approximately 2,750 square feet, situated inside the MADA at the Tilly Foster Farm, located at 100 Route 312, Town of Southeast, County of Putnam, State of New York, such Premises being more fully described in the attached Exhibit "A." To the extent that the Premises as described in Exhibit "A" should conflict with the confirmatory survey, the confirmatory survey shall prevail and control. The confirmatory survey, upon completion, shall be provided to LESSEE in accordance with Article XVI. The aforementioned MADA area is more fully described in Exhibit "B."

(B) LESSEE's use of the Premises shall be for all purposes permissible under WAC Easement and its amendments, and consistent with LESSEE's purpose as a non-profit entity, including but not limited to administrative, clerical, promotional and educational uses consistent with the Cornell Cooperative Extension Land Grant Mission.

(C) LESSEE shall not be permitted to occupy any areas of the Tilly Foster Farm outside of the Premises, except as explicitly hereinafter provided by the terms of this lease.

(D) Notwithstanding paragraph "C" of this Article, LESSEE shall be permitted such non-exclusive use of the Tilly Foster Farm as may be enjoyed by the general public and such further or additional occupancy and/or exclusive use of Tilly Foster Farm as may be agreed to by LESSOR and LESSEE from time to time, provided that such exclusive agreement be consistent with the WAC Easement, in writing, and executed by officers, agents, or representatives of both parties with the authority to so bind.

(E) Notwithstanding paragraph "C" of this Article, LESSEE and its invitees shall be permitted to non-exclusively use the parking areas of the Tilly Foster Farm.

(F) Notwithstanding paragraph "C" of this Article, LESSEE shall have unfettered access to ingress and egress to the CCE Center at all times.

ARTICLE II: TERM:

The term of this Lease shall be for a period of ninety-nine (99) years, commencing on the 1st day of _____, 2023, and expiring on the 1st day of _____, 2122.

ARTICLE III: RENT:

During term of this Lease, the LESSEE shall pay LESSOR an annual base rent of one (\$1.00) Dollar, paid on the 1st of _____ of each year, except that the initial payment must be made by LESSEE upon the signing of this lease.

ARTICLE IV: CONDITION OF PREMISES:

It is understood that LESSEE will take possession of the demised premises in its "AS IS" condition.

ARTICLE V: DEMOLITION AND CONSTRUCTION

(A) In accordance with the terms and conditions of the WAC Easement, a copy of which is annexed hereto as Exhibit "C", and in conducting all work related to the Project, Cornell Cooperative shall:

(1) Construct or in the event of Casualty defined in Article XI (A) restore the CCE Center according to such plans and specifications (hereinafter "Plans") as shall be submitted to LESSOR, for approval by the County Executive, prior to the commencement of any construction. Plans shall include, but not be limited to, information related to all mechanical, electrical, energy production or energy delivery systems ("Energy System(s)"), and plumbing systems, materials, signage, and design. The design of CCE Center shall be consistent with the architectural and aesthetic nature of Tilly Foster Farm. Plans shall be submitted for review in accordance with the notice requirements in Article XVI. LESSOR shall provide LESSEE with notice of approval, rejection, or request for revision of Plans within forty-five (45) days of receipt. Requests for revision shall set forth a description of measures to be taken by LESSEE. Failure to approve or reject any submissions within such forty-five (45) day period shall be deemed rejection by LESSOR. Upon the rejection or deemed rejection of any submissions, LESSEE may request from LESSOR a description of measures to be taken by LESSEE that will result in approval on resubmission (or why resubmission of any similar proposal would be rejected). LESSOR agrees not to unreasonably withhold, condition, or delay the approval required by this Article. The County Executive may delegate all approval authority under this Article to an objectively qualified board, committee, or officer of the County, notice of which delegation shall be promptly provided to LESSEE.

(B) Prior to commencing any action pursuant to paragraph "A" of this Article, and in conformity with the notice requirements of Article XVI, LESSEE shall:

(1) a) Provide to LESSOR a fully-executed Demolition Agreement or Construction Agreement, as the case may be, for each act of demolition and/or construction,

b) for the purposes of this provision, demolition of the Cantina shall constitute one "act" and the construction of the CCE Center shall constitute one "act";

(2) Obtain prior written approval of Plans from LESSOR and consent (or waiver of conditions or objections as the case may be) in writing from WAC;

(3) Provide LESSOR with copies of all necessary government approvals, permits, licenses, or waivers for the act to be performed, as obtained pursuant to Article IX, except where LESSOR is the issuing authority, wherein, LESSOR shall provide documentation of approval, if approval is issued;

(4) Provide LESSOR upon request with abstracts of all grant applications and copies of all grants agreements received by LESSEE in relation to the Project;

(5) Provide LESSOR with all certificates of insurance as set forth in Article XII for all of LESSEE's contractors, subcontractors, architects, and construction managers (where applicable), for work performed on the Premises or construction of items or materials incorporated into the Project;

(6) Provide LESSOR fully executed hold harmless agreements in favor of LESSOR (See Exhibit "D"), which hold harmless shall further include the insurance requirements contained in Exhibit "E" as an attachment thereto;

(C) No action by a County official, employee, or agency shall constitute an approval under this Article, unless pursuant to a resolution passed by the Putnam County Legislature or under authority delegated under a resolution passed by the Putnam County Legislature. The LESSEE acknowledges that determinations made by LESSOR, pursuant to State Environmental Quality Review Act ("SEQRA"), shall not be construed as an approval under this Article. Notwithstanding the foregoing, LESSEE may submit said SEQRA determination in support of LESSEE's request for approval of Plans and or revisions.

ARTICLE VI: IMPROVEMENTS:

The title to the improvements and fixtures now or hereafter located on the Premises or Tilly Foster Farm, more specifically identified as the structures or systems to be constructed in accordance with the Plans, shall be vested in LESSEE until either the termination or expiration of this Lease, at which time all title to and ownership of the improvements and fixtures thereon shall automatically and immediately vest (without the necessity of any further action being taken by LESSEE or LESSOR or any instrument being executed and delivered by LESSEE to LESSOR) in LESSOR.

ARTICLE VII: REPAIRS AND MAINTENANCE

(A) LESSEE, at its sole cost and expense, shall be responsible for all repairs and maintenance to the Premises, and the personalty, equipment and fixtures contained thereon, such repairs and maintenance to be performed in a good and workmanlike manner, during the term of this Lease.

(B) LESSEE shall require any contractor performing such maintenance and/or repair services on-site to provide a hold harmless agreement (Exhibit "D") or, in lieu thereof, an umbrella policy equal to a fifty percent multiple of the contractors existing underlying insurance policy coverage in favor of both LESSOR and LESSEE in addition to providing a certificate of insurance naming both LESSOR and LESSEE on said contractor's general liability insurance policy. Such maintenance and repair shall be performed in a professional and workmanlike manner.

ARTICLE VIII: EXPENSES, UTILITIES & SERVICES:

(A) LESSEE shall pay all expenses of every kind and nature, whatsoever, relating to or arising from the use and occupancy of the Premises, including all LESSEE's expenses arising from the leasing, operation, management, construction, maintenance, utilities, or repair of the Premises except as otherwise expressly provided in this Lease.

(B) LESSOR agrees that, subject to such terms, review, or approvals under Article V of this Lease, the WAC Easement, SEQRA, or any other mandatory governmental approval process, LESSEE shall be provided a utility easement ("Utility Easement") to install Energy System(s) as will be reasonably necessary to provide the CCE Center with its energy needs. The Utility Easement shall be in writing and executed by officers, agents, or representatives of both parties with the authority to so bind.

ARTICLE IX: COMPLIANCE WITH LAWS AND REGULATIONS

During the lease term, LESSEE shall comply with all laws and regulations relative to the use and occupancy of the Premises and all Project related acts and ensure that the condition of the leased Premises is likewise in compliance. LESSEE shall obtain all permits, licenses, certificates of compliance and approvals from all Federal, State and local governments, including any agencies belonging to said Federal, State and local governments, as required by law, regulation, ordinance, code, order or decree, for any act or conduct carried out on the Premises, including such permits, licenses, certificates of compliance and approvals as may be required now or in the future. If LESSEE becomes aware that either LESSEE or a condition on the premise is not in compliance with all laws, regulations, ordinances, etc., LESSEE shall immediately provide LESSOR with notice pursuant to the process described in Article XVI and an Incident Report, as defined in Article XI.

ARTICLE X: COMPLIANCE WITH DEED OF CONSERVATION EASEMENT:

All use and occupancy of the Premises, including all Project related acts and Plans, shall fully comply with the terms and conditions of the WAC Easement, entered into on December 18, 2006, between the County of Putnam and the Watershed Agricultural Council of the New York City Watershed, Inc., a copy of which is attached hereto as Exhibit "C," and any amendments thereto.

ARTICLE XI: FIRE, DESTRUCTION, OR OTHER CASUALTY:

(A) If all or any part of the Premises shall be destroyed or damaged in whole or in part by fire or other casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, including any casualty for which insurance was not obtained or obtainable (together, "Casualty"), LESSEE shall give to LESSOR notice thereof within twenty (20) days after such casualty occurs. LESSEE shall, whether or not such damage or destruction shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the purpose of such restoration, with reasonable diligence (subject to unavoidable delays) repair, alter, restore, replace, and rebuild the CCE Center or portion thereof so damaged or destroyed (collectively, "Restore"/"Restoration"), at least to the extent of the value and, as nearly as possible, to substantially the condition and quality of the Premises (inclusive of the CCE Center), as the Premises existed immediately prior to such occurrence. LESSOR in no event shall be obligated to Restore the Premises or any portion thereof or to pay any of the costs or expenses thereof. If LESSEE shall fail to commence, with reasonable diligence (subject to unavoidable delays), the Restoration of the Premises or the portion thereof so damaged or destroyed, or having so commenced such Restoration, shall fail to complete the same with reasonable diligence (subject to unavoidable delays), in accordance with the terms of this Lease, and in either case if such failure or neglect to commence such Restoration continues for ninety (90) days after written notice as required by Article XVI from LESSOR, this Lease may be terminated by LESSOR, and LESSOR, upon notice to LESSEE, may, but shall not be required to, complete such Restoration at LESSEE's expense. Each such Restoration shall be done in accordance with the provisions of this Lease, including approval of Plans pursuant to Article V of this Lease. LESSEE's obligation to Restore, due to fire or other casualty occurring during the term of this Lease, shall survive the expiration or termination of the Lease.

(B) Notwithstanding the foregoing paragraph "A," herein, in the event of a substantial casualty loss, LESSEE shall, in lieu of the provisions set forth in paragraph "A," have the option of surrendering the leasehold to LESSOR along with all insurance proceeds which may become payable as a result of any damage or destruction and neither party shall have any further rights claims or actions against the other as a result of the loss destruction and surrender of the leasehold.

(C) To the fullest extent provided by applicable law, LESSEE shall indemnify, defend, reimburse and hold harmless LESSOR, its officers, directors, employees, agents, and contractors from and against any and all injury, death, loss, damages, violations, fines, or liabilities (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels) which arise out of LESSEE'S use and occupancy of the Premises, or LESSEE's breach of any provision of this Lease. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the LESSOR, its employees, agents, or contractors. LESSEE shall make full and prompt payment of such liabilities, costs, and expenses incurred in or in connection with each such matter contemplated above. LESSEE also shall, upon demand, reimburse LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration or early termination of this Lease, or in enforcing any of LESSEE's obligations hereunder. With respect to claims actions and lawsuits contemplated above, LESSOR shall either a) provide written notice to LESSEE within ten (10) business days of receipt of same; or b) provide written notice to LESSEE no later than ten (10) days prior to the date upon which such appearance, answer, reply, or response is due, whichever is later. LESSEE's obligations under this paragraph shall survive the expiration or termination of the Lease for all matters accruing during the term of the Lease.

(D) To the fullest extent provided by applicable law, LESSOR shall indemnify, and hold harmless LESSEE, its officers, directors, employees, agents, and contractors from and against any and all injury, death, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses which arise out of LESSOR's use and occupancy of the Premises, or LESSOR's breach of any provision of this Lease. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of LESSEE, its employees, agents, licensees, invitees, or contractors. LESSOR shall make full and prompt payment of such liabilities incurred in or in connection with each such matter contemplated above. With respect to claims actions and lawsuits contemplated above, LESSEE shall either a) provide written notice to LESSOR within ten (10) business days of receipt of same; or b) provide written notice to LESSOR no later than ten (10) days prior to the date upon which such appearance, answer, reply, or response is due, whichever is later. LESSOR's obligations under this paragraph shall survive the expiration or termination of the Lease for all matters accruing during the term of the Lease.

(E) If, during the term of this Lease, an incident occurs on the Premises that reasonably and foreseeably could result, or already has resulted, in injury, death, emergency services (such as ambulance, police, or fire crews) responding to the Premises, litigation, criminal indictment, an insurance claim, risk to the health and safety of the community, or fines by Federal or State agencies, LESSEE will promptly provide LESSOR with notice of such incident, with copy to the Putnam County Risk Manager, including in said notice an Incident Report. Incident Reports shall include the following information: (1) the nature of the incident triggering the report; (2) the date of the incident; (3) the date when the LESSEE learned of the incident; (4) the name and contact information of an employee of LESSEE with knowledge of the incident; (5) the known scope of the incident (e.g. extent of damage/injury, duration, size physical area impacted, etc.); (6) the names and contact information of all individuals impacted or effected by the incident, to the extent known; (6) the name and contact information of all known witnesses; (7) copies of all documentary evidence of the incident (e.g. video, audio, photograph, witness statements, etc.). LESSEE must provide an Incident Report within twenty (20) days of an incident resulting in (a) emergency services responding to the Premises or (b) LESSEE receiving written notice of a claim, action or lawsuit.

ARTICLE XII: INSURANCE:

(A) During the term of this Lease, LESSEE, at its own expense, shall carry General Liability Insurance, as set forth more fully in Exhibit "E", naming LESSOR as an additional insured. LESSEE shall further maintain workers' compensation and employer's liability insurance.

(B) At all times during the term of this Lease, including during any construction, restoration, or alteration conducted by or on behalf of LESSEE on or about the Premises, LESSEE shall cause its contractors, subcontractors, architects, consultants and construction managers (together "Contractors") to maintain the following insurance:

(1) Commercial general liability insurance, naming LESSEE and LESSOR as additional insureds, LESSEE shall require all Contractors to obtain an insurance certificate showing proof of such commercial general liability insurance; and

(2) Workers' Compensation Insurance as required by the Laws of the State. LESSEE shall require all contractors performing work under this Lease to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.

(C) LESSEE shall obtain environmental remediation insurance for the Premises with a minimum policy limit of One Hundred Fifty Thousand Dollars (\$150,000.00).

(D) LESSEE shall keep all improvements, including the CCE Center, insured against loss or damage by fire, windstorm, flood, earthquake, and such other, further, and additional risks in amounts equal to the full replacement cost of the improvements. LESSOR shall be named as an additional insured on said insurance policy.

(E) Every three (3) years, beginning on the commencement date of this Lease, LESSOR may require LESSEE to obtain increased insurance policy limits, for insurance policies required under paragraphs "A," "C," and "D" of this Article, such increase to reasonably reflect monetary inflation, market conditions, and/or increased risk exposure as defined by LESSEE'S INSURER.

(F) LESSEE shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the Premises upon LESSOR providing written notice to LESSEE of any such recommendations.

ARTICLE XIII: MARKETING MATERIALS AND EVENTS:

(A) LESSEE agrees that any/all marketing materials for events to be held at the CCE Center will include a statement acknowledging that PUTNAM COUNTY is a sponsor of such program(s) operated/located at the Tilly Foster Farm;

(B) If LESSEE should plan an event on the Premises with anticipated attendance of fifty (50) persons or more, LESSEE shall notify LESSOR no later than thirty (30) days prior to such event and coordinate with LESSOR as reasonably necessary.

ARTICLE XIV: DEFAULT:

(A) If LESSEE shall for any reason abandon the Premises, default in the payment of rent or in the performance or observance of any of the material covenants, agreements or conditions on its part contained in this Lease (together, "Default"), and such Default shall continue for a period of sixty (60) days after written notice to LESSEE, LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. Notwithstanding the foregoing, if it is physically impossible for the LESSEE to remedy any such Default within sixty (60) days, the time for LESSEE to remedy such Default shall be extended for such period of time as may be reasonably necessary to do so, provided that LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. In the event of termination due to such Default, LESSEE shall then quit and surrender to LESSOR each and every part of the Premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law. Moreover, in the event a Default as set forth herein,

then the LESSOR may, after notice and the opportunity to cure as set forth herein, institute eviction proceedings in accordance with Article 7 of the Real Property Actions and Proceedings Law of the State of New York. If LESSEE should Default prior to completion of Project, whether during construction or restoration of the CCE Center, LESSOR may, at its sole discretion, complete the Project and LESSEE shall be liable to LESSOR for the expense.

(B) If LESSOR shall default in the performance or observance of any of the material covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of sixty (60) days after written notice to LESSOR, LESSEE may, by thirty (30) days written notice to LESSOR, EITHER a) cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof; or b) maintain an action in law and equity for specific performance from LESSOR. Notwithstanding the foregoing, if it is physically impossible for the LESSOR to remedy any such defaults within sixty (60) days, in which case the time for LESSOR to remedy such default shall be extended for such period of time as may be reasonably necessary to do so, and such extension shall be extended to LESSOR provided that, within such period of sixty (60) days, LESSOR shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. In the event LESSEE elects to terminate, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law and LESSOR shall be liable to LESSEE for the cost and expense of moving /relocating.

(C) Any fees or costs (including, but not limited to, reasonable attorney's fees) incurred by the LESSOR as a result of LESSEE'S default shall be an additional charge under the Lease and shall be paid by the LESSEE.

ARTICLE XV: RIGHT TO REENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, partial or total condemnation or eminent domain, by issuance of a warrant of dispossession, by service of a notice of cancellation or termination as herein provided, or by virtue of any act or Default of LESSEE, or any cause or causes whatsoever, LESSOR may reenter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein EXCEPT THAT LESSEE shall be provided the opportunity to remove and claim personalty and possessions not appurtenant to the premises for such a period of time not to exceed sixty (60) days from the date of LESSOR's reentry.

ARTICLE XVI: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served upon LESSOR in person to the Putnam County Attorney, and as to LESSEE in person to the then current Cornell Cooperative Extension of Putnam County Executive Director. Service to either party may also be made by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in a like manner. Every notice, demand,

request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XVII: ASSIGNMENT, SUBLEASE AND THIRD-PARTY INTERESTS:

(A) This lease may not be assigned, nor may the Premises be sublet.

(B) LESSEE shall not mortgage or otherwise encumber its interest in this Lease without LESSOR's prior written approval. LESSOR may withhold its approval of such mortgage or encumbrance for any lawful reason without further explanation.

(C) LESSEE agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by LESSEE to the CCE Center and the Premises and further agrees to indemnify and hold harmless Lessor from and against any and all such costs and liabilities incurred by LESSEE, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the CCE Center, the Premises, or Tilly Foster Farm. Tilly Foster Farm or the LESSOR's interest shall not be subject to liens for improvements made by or for LESSEE, whether or not the same shall be made or done in accordance with any agreement between LESSOR and LESSEE. This Lease specifically prohibits the subjecting of LESSOR's interest, whether present or future, in Tilly Foster Farm, the Premises, or the CCE Center to any mechanic's, materialman's or laborer's liens for improvements made by LESSEE or for which LESSEE is responsible for payment under the terms of this Lease. LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of LESSOR in Tilly Foster Farm, the Premises, or the CCE Center and all mechanics, materialmen, contractors, artisans, and other parties contracting with LESSEE or its representatives or agents are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of the Lease. In addition to the foregoing, the LESSEE shall notify any of its contractors making any improvements to Tilly Foster Farm, the Premises or the CCE Center of the terms of this provision, and LESSEE acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the LESSEE and the contractor(s) voidable at the option of the contractor(s). The parties will execute and record a notice of this provision with the Putnam County Clerk.

ARTICLE XVIII: WAIVER BY LESSOR OR LESSEE LIMITED:

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

ARTICLE XIX: WAIVER OF JURY TRIAL:

The LESSOR and LESSEE both waive their right to a jury trial in any action or proceeding

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

ARTICLE XX: INVALIDITY OR ILLEGALITY OF PART OF LEASE:

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

ARTICLE XXI: PERSONS BOUND BY LEASE:

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

ARTICLE XXII: CAPTIONS FOR PARAGRAPHS OF LEASE:

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

ARTICLE XXIII: QUIET ENJOYMENT:

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

ARTICLE XXIV: SURRENDER:

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

ARTICLE XXV: NO ORAL CHANGE:

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

ARTICLE XXVI: AUTHORITY TO EXECUTE LEASE:

The County Executive of the County of Putnam has executed this Lease pursuant to a Resolution adopted by the Putnam County Legislature, at a meeting thereof held on the ____ day of _____, 2023. The Honorable KEVIN BYRNE, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the County of Putnam.

The Executive Director of Cornell Cooperative Extension of Putnam County has executed this Lease pursuant to a Resolution adopted by the _____ at a meeting thereof held on the ____ day of _____, 2023. STEFANIE HUBERT, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into same on behalf of the Cornell Cooperative Extension of Putnam County.

ARTICLE XXVII: COUNTERPARTS:

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

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
C. Compton Spain, Esq
County Attorney

Date
Kevin Byrne
County Executive

Date
Mat Bruno
Risk Manager

LESSEE:

Date
Cornell Cooperative Extension of
Putnam County

Date
Michael J. Lewis
Commissioner of Finance

By: _____

Date
Thomas Feighery, Administrative
Director Of Highways & Facilities

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____, 2023, before me the undersigned personally appeared KEVIN BYRNE personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF PUTNAM CCE. /

:
CORNELL COOPERATIVE EXTENSION of PUTNAM COUNTY
STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, 2023, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT "A"
PREMISES

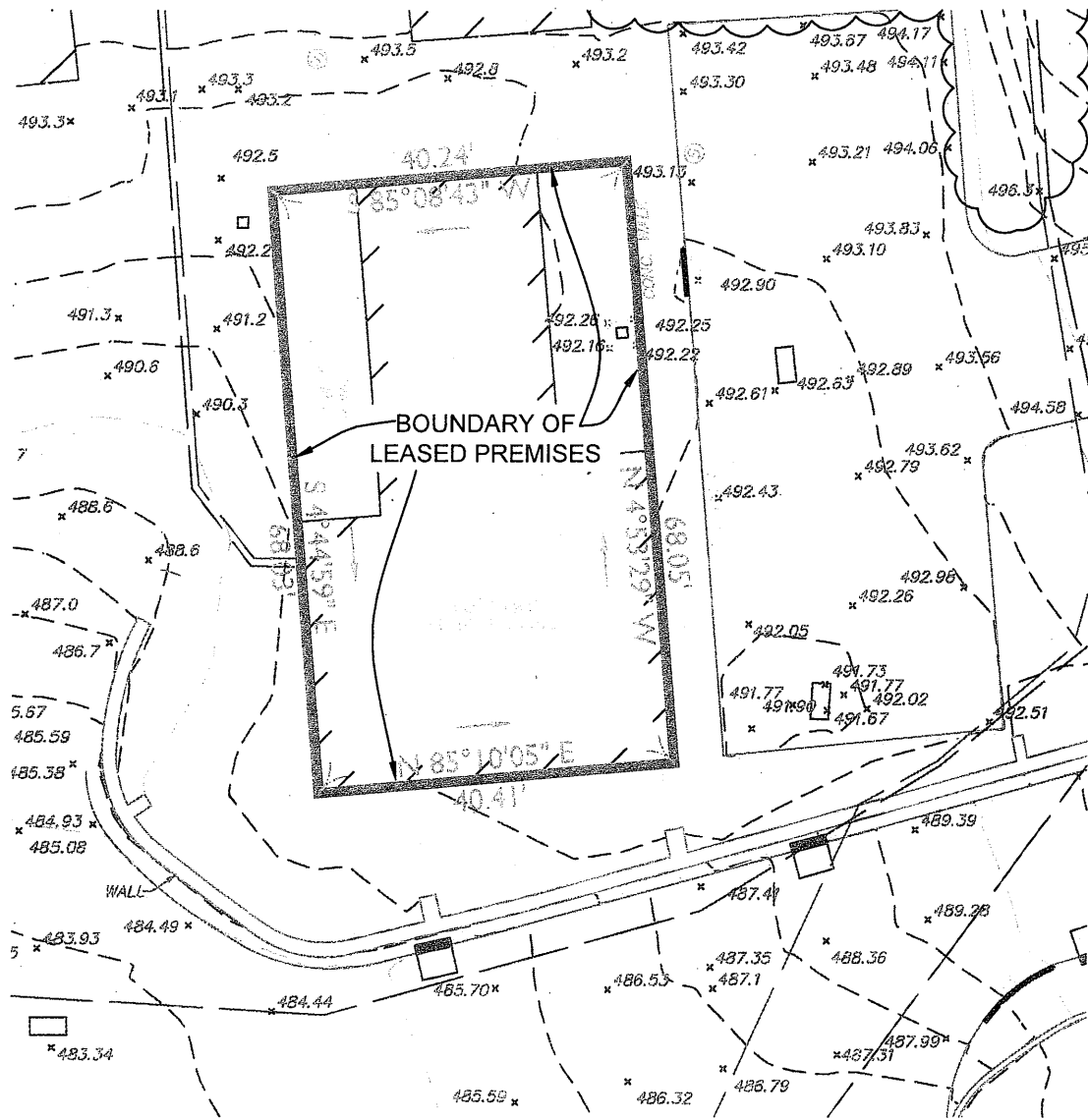


EXHIBIT "B"
MADA

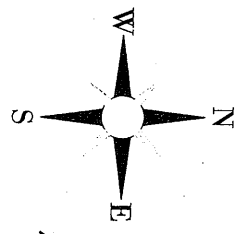
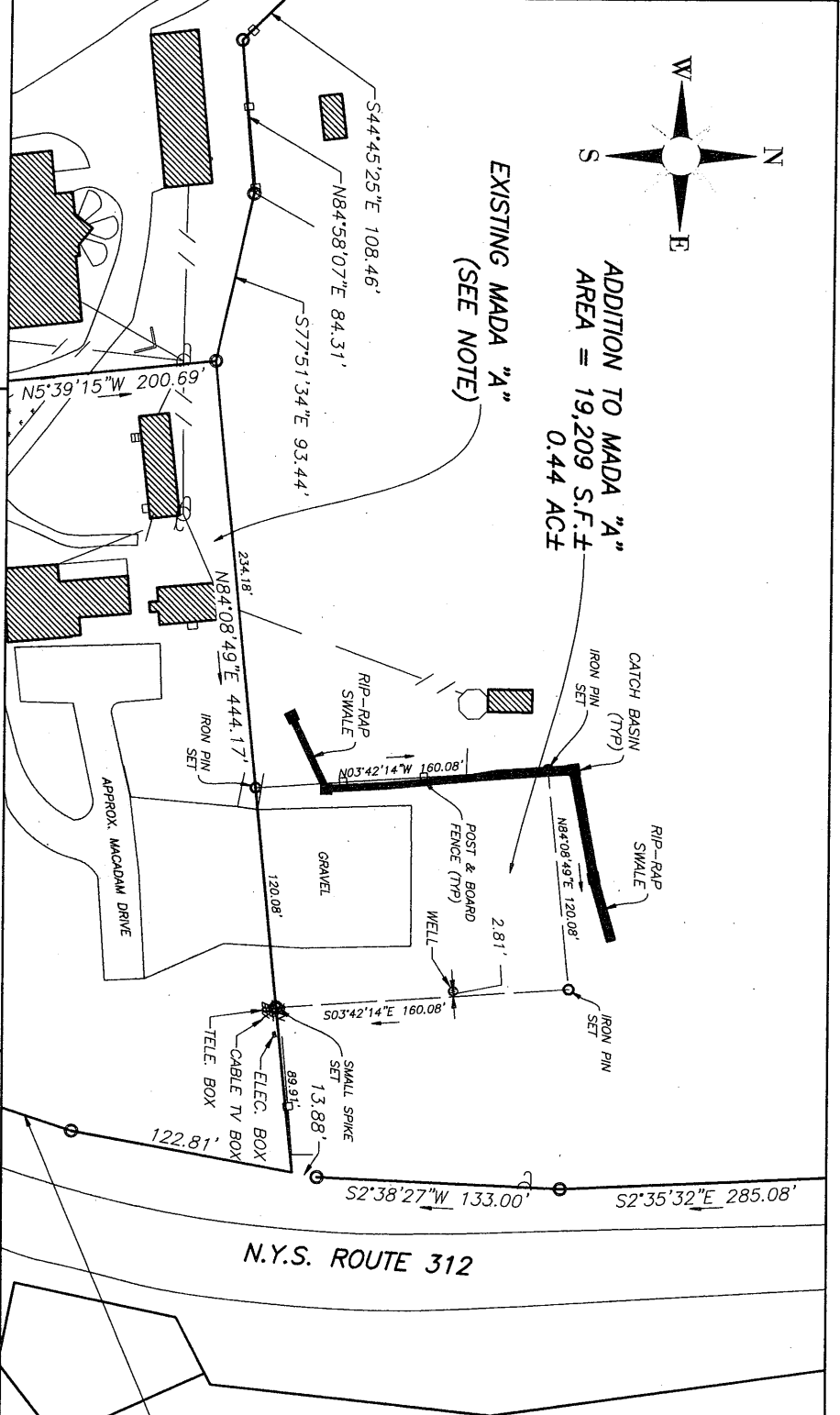
CERTIFICATIONS INDICATED HEREON SHOW THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EIGHTH EDITION CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC. CERTIFICATIONS SHALL RUN ONLY TO THE PERSON FOR WHOM THIS SURVEY WAS PREPARED AND ON HIS BEHALF TO THE TITLE CO. AND LENDING INSTITUTION LISTED HEREON. CERTIFICATIONS ARE NOT SUBSEQUENT OWNERS.

TERRY BERGENDORFF COLLINS
 52 SHARPS RIDGE ROAD
 BRONX, NEW YORK 10509
 P: 845.279.4261 F: 845.279.6838
 WWW.TERRYBERGENDORFFCOLLINS.COM

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

REVISIONS	
DATE	DESCRIPTION
3/16/18	ADD NOTE
3/27/18	IRON PINS SET
	DM

THE ALTERATION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER SURVEY MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS, UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION § 7209 OF THE NEW YORK STATE EDUCATION LAW. THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ARE SHOWN HEREON ARE NOT CERTIFIED. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON. THIS MAP MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFTERSALE" OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.



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

EXISTING MADA "A"
 (SEE NOTE)

CATCH BASIN (TYP)
 IRON PIN SET
 RIP-RAP SWALE
 RIP-RAP SWALE
 IRON PIN SET
 IRON PIN SET
 IRON PIN SET

GRAVEL
 POST & BOARD FENCE (TYP)
 WELL
 SMALL SPIKE SET
 CABLE TV BOX
 ELEC. BOX
 TELE. BOX

N.Y.S. ROUTE 312

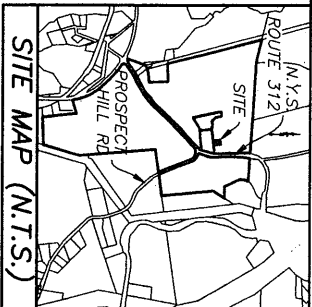


TABLE OF AREAS

PARCEL	OLD AREA	NEW AREA
MADA "A"	104,038 S.F. ± 2.388 AC ±	123,247 S.F. ± 2.828 AC ±

NOTE:
 FOR COMPLETE DESCRIPTION OF ORIGINAL MADA "A" SEE MAP ENTITLED "THE ALTERED AGRICULTURAL COUNTY OF PUTNAM" IN THE RECORDS OF THE COUNTY OF PUTNAM. CONSERVATION EASEMENTS ON THE LANDS OF THE COUNTY OF PUTNAM - SHEET 2 OF 4, DATED 12/8/05 AND LAST REVISED ON 7/20/06, PREPARED BY TERRY BERGENDORFF COLLINS, P.L.S.

EXHIBIT "C"
WAC EASEMENT

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement (hereafter referred to as the "Easement" or the "Conservation Easement") is granted on this 18 day of December 2006, by The County of Putnam, ("Grantor"), a municipality with offices at 40 Gleneida Avenue, Carmel, New York 10512, to The Watershed Agricultural Council of the New York City Watersheds, Inc. ("Grantee"), a not-for-profit corporation organized under the New York State Not-For-Profit Law, having its principal office at 33195 State Highway 10, Walton, New York 13856, for the purpose of conserving the agricultural productivity, water quality benefits, and open space character of the subject property.

Whereas:

- A. The Grantor is the sole Owner in fee simple of the farm property (hereafter referred to as the "Property") legally described in Exhibit A and shown on a certain map entitled, "The Watershed Agricultural Council of the New York City Watersheds, Inc., Conservation Easement Survey", in the matter of acquiring easements on Lands of The County of Putnam, dated December 8, 2005 and last revised June 29, 2006 (hereafter referred to as the "Conservation Easement Survey"), which said maps are to be filed concurrently with the deed for the said conservation easement;
- B. The Property is primarily cropland, improved pasture, unimproved pasture and forest land whose soils are productive and are an important natural resource. The Property is located in the Middlebranch Basin of the New York City watersheds. Furthermore, the Property also contains hydrologically active areas and other special natural features which are particularly important to the protection of the water quality of the New York City water supply;
- C. Article 14, Section 4 of the New York State Constitution states that "The policy of the state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products";
- D. Article 25-AA of the New York Agriculture and Markets Law authorizes the establishment of agricultural districts and states: "The socio-economic vitality of agriculture in this state is essential to the economic stability and growth of many local communities and the State as a whole. It is, therefore, the declared policy of the State to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. It is also the declared policy of the State to conserve and protect agricultural lands as valued natural and ecological resources which provide needed open spaces for clean air sheds, as well as for aesthetic purposes.";
- E. The New York Environmental Conservation Law, Article 49, Title 3, authorizes conservation easements which are intended to: "implement the state policy of conserving, preserving and protecting environmental assets and natural and manmade resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands";
- F. The Ad Hoc Task Force of Agriculture and New York City Watershed Regulations Policy Group issued recommendations which resulted in the formation of the Watershed Agricultural Council ("WAC") and the development of the Whole Farm Planning/Best Management Practices Program designed to meet the watershed's water quality objectives and sustain and improve the economic viability of watershed farms;
- G. The Constitution and By-Laws of The Watershed Agricultural Council of the New York City Watersheds, Inc., as amended, includes among its objectives and guiding principles the protection of the New York City water supply, the maintenance of the economic viability of agricultural and forest enterprises and the acquisition of easements to protect sensitive lands, provide economic incentives to farmers for pollution prevention and allow for inter-generational transfer of farmlands and operations;

- H. The New York City Watershed Memorandum of Agreement dated January 21, 1997 authorizes an agricultural easement program and provides "funding for the acquisition of Watershed Agricultural Easements and for Watershed Conservation Easements on non-agricultural lands under common ownership with farms from Property owners who have Whole Farm Plans approved by WAC"; and
- I. The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and a "not-for-profit conservation organization," as defined by the New York Environmental Conservation Law and accepts the responsibility of stewarding and enforcing the terms of this Easement and upholding its conservation purposes.

Now, Therefore, for the reasons given above, and in consideration of Ten Dollars (\$10.00) paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor voluntarily grants and conveys to the Grantee, and the Grantee voluntarily accepts, a conservation easement as defined by Article 49, Title 3, of the Environmental Conservation Law consisting of the terms, covenants, rights, restrictions and obligations described herein.

1. CONSERVATION PURPOSES.

This Conservation Easement is intended to protect the water quality of the New York City watersheds, and to protect agricultural and forestry lands by limiting the form, location, and density of development and promoting good stewardship by the implementation of Whole Farm Plans.

2. DEFINITIONS.

- (2.a) **Accessory Buildings and Improvements** – A building or improvement, located within the same Acceptable Development Area(s) as the residential dwelling(s), the use of which is customarily incidental and subordinate to the residence(s). Accessory Buildings and Improvements may include: garages, tool sheds, pool and storage sheds, swimming pools, tennis courts, non-commercial greenhouses, decks, and other buildings and improvements customarily incidental to the residence(s).
- (2.b) **Agricultural Buildings and Improvements** – A building or improvement used for farm operations and on-farm production, preparation, storage, and marketing of agricultural commodities as defined under Section 301 of the New York State Agriculture and Markets Law, as amended.
- (2.c) **Baseline Documentation** – The document entitled "Baseline Documentation", incorporated by this reference, that the Grantor and Grantee mutually agree, as depicted by photographs, maps, and supporting text, describes the general condition of the Property, including buildings and improvements, driveways, Acceptable Development Areas, Resource Protection Areas, and Farm Areas located on the Property as of the date of this Conservation Easement.
- (2.d) **Best Management Practices (BMPs)** – Practices that prevent or reduce the availability, release or transport of substances which adversely affect surface and ground waters. These management practices may have standards associated with their installation, operation or maintenance, but do not impose effluent limits for specific substances.
- (2.e) **Bluestone Extraction Plan** – A plan that provides for the identification and application of resource specific managerial and/or structural Best Management Practices designed to mitigate potential adverse environmental impacts of commercial bluestone mining.
- (2.f) **Commercial Forestry** – Any sale or removal of timber, firewood, pulpwood, or other forest or wood products from the Property.
- (2.g) **Farm Support Housing** – Farm Support Housing shall consist of apartments, single or multi-family dwellings, or other buildings, including trailers or mobile homes, to be used to house farm tenants,

employees, seasonal employees, family members or others engaged in agricultural production on the Property.

- (2.h) **Forestry Harvest Plan** – A plan that provides for the identification and application of water quality Best Management Practices associated with a specific commercial timber harvest. The plan will describe the size and timing of a harvest and the management practices necessary to mitigate potential adverse environmental impacts.
- (2.i) **Forestry Management Plan** – A plan that provides for the identification and application of resource specific managerial and/or structural Best Management Practices designed to enhance forest productivity and economic viability as well as to mitigate potential adverse environmental impacts of Commercial Forestry activities.
- (2.j) **Grantee** – The term "Grantee" includes the original Grantee and its successor and assigns.
- (2.k) **Grantor** – The term "Grantor" includes the original Grantor(s), his/her heirs, successors and assigns, all future owners of all or any portion of the Property.
- (2.l) **Incidental Agricultural Buildings and Improvements** – A building or improvement used for, and subordinate to, farm operations including, but not limited to, pump houses, sap storage structures, irrigation equipment, bridges, farm roads, stream crossings, and foot paths.
- (2.m) **Municipal Offices** – Offices for use by political units incorporated for local self-government and/or not-for-profit entities.
- (2.n) **Owner** – The term "Owner" includes the owner of any beneficial equity interest in the Property or any portion thereof.
- (2.o) **Recreational Buildings and Improvements** – A building or improvement used for recreational activities that does not include any permanent utilities, and/or septic systems.
- (2.p) **Sound Agricultural Practices** – As defined in Section 308 of the New York State Agriculture and Markets Law, as amended, Sound Agricultural Practices refer to those practices necessary for the on-farm production, preparation and marketing of agricultural commodities. Such practices shall be evaluated by the Commissioner of Agriculture and Markets, upon request, on a case-by-case basis.
- (2.q) **Third Party Enforcement Right** – As defined in Title 3 of Article 49 of the Environmental Conservation Law, the term "Third Party Enforcement Right" means a right which empowers a public body which is not a holder of the Easement to enforce any of the terms of the Easement.
- (2.r) **Rural Enterprises** – Rural Enterprises shall include, but not be limited to, farm stands, farm machinery repair, saw mills, forestry management, home schooling, day care and other educational programs. However, trailer parks, auto & farm dealerships, and golf courses are expressly prohibited on the Property.
- (2.s) **Waste** – The term "Waste" includes trash, refuse, debris, domestic septic effluent, sewage, sewage sludge or liquid, garbage, discarded chemicals, radioactive materials, and hazardous or toxic substances as defined by Federal, State, or Local law.
- (2.t) **Whole Farm Plan** – A plan designed to enhance agricultural productivity and economic viability as well as to mitigate potential adverse environmental impacts of agricultural activities, that has been reviewed and approved by WAC.

3. USE AREAS.

All uses of the Property shall be consistent with the Conservation Purposes of this Easement. Permitted uses of the Property vary depending on location. The Property is divided into two general easement areas (Agricultural Conservation Easement Area and the Forestry Conservation Easement Area) and four principal use areas (Acceptable Development Area, and Resource Protection Area, Municipal Acceptable Development Area, and the Farm Area) described below. The general easement areas and the principal use areas are shown on the Conservation Easement Survey, and in the Baseline Documentation. Agricultural uses and activities on the Property shall be in accordance with a current Whole Farm Plan.

- (3.a) **Agricultural Conservation Easement Area (ACEA)** – Within the area identified as ACEA on the Conservation Easement Survey, Grantor has the right to produce crops, livestock and livestock products, to clear land for cultivation or pasture and conduct farm operations as defined under Section 301 of the New York State Agriculture and Markets Law, as amended, which shall be in accordance with a Whole Farm Plan, as well as the right to engage in all other uses permitted by this Easement.
- (3.b) **Forestry Conservation Easement Area (FCEA)** – Within the area identified as FCEA on the Conservation Easement Survey, Grantor has the right to produce timber and other related forest products, including, but not limited to, firewood, maple syrup, Christmas trees, ginseng, and mushrooms as well as the right to engage in all other uses permitted by this Easement. The confinement or pasturing of livestock, the production of orchards, field crops of any kind or forage for livestock is prohibited within the FCEA. Pesticide and fertilizer application may be allowed with prior notice to, and approval by, WAC or its successor, if necessary for forest management and if such use would be consistent with the terms of this Easement. Any and all Commercial Forestry activities shall require a Forestry Management Plan and a Forest Harvest Plan, approved by WAC or its successor. No buildings, except Incidental Agricultural Buildings and Improvements, and Recreational Buildings and Improvements pursuant to Section 4, may be constructed in the FCEA.
- (3.c) **Acceptable Development Area (ADA)** – The area(s) identified on the Conservation Easement Survey, in which single family dwelling(s) and associated Accessory Buildings and Improvements, Farm Support Housing, and buildings and improvements for Rural Enterprises may be constructed. Agricultural Buildings and Improvements, farm operations, and farming practices are permitted within the ADA pursuant to Sections 3.a and 3.b above and the terms of this Conservation Easement. However, no more than 10 commercial campsites shall be allowed in an ADA.
- (3.d) **Farm Area (FA)** – The residual area of the Property that is within the Agricultural Conservation Easement Area, excluding the Acceptable Development Area(s), the Municipal Acceptable Development Area(s), and the Resource Protection Area(s), identified on the Conservation Easement Survey, in which Agricultural Buildings and Improvements, farm operations and farming practices are permitted pursuant to Section 3.a above, Section 4.b, and the terms of this Conservation Easement.
- (3.e) **Resource Protection Area (RPA)** – The area identified on the Conservation Easement Survey, which contains unique or special natural features such as streams, wetlands or steep slopes and supporting buffer lands in which no permanent buildings or improvements, except for Incidental Agricultural Buildings and Improvements may be built. Fences are allowed anywhere within the RPA. Grazing and cultivation is permitted subject to Section 3.a above within those portions of an RPA which lie in the Agricultural Conservation Easement Area. However, the portion of the RPA within fifteen (15) feet of the top of the bank of a watercourse shall not be plowed, cultivated, or tilled except to reestablish naturally disturbed vegetation. Trees and shrubs along streams and waterways on the Property shall be maintained so far as practicable to assist in achieving long-term water quality standards through nutrient absorption, sedimentation control from runoff and stream channel and bank stability.

- (3.f) **Municipal Acceptable Development Area (MADA)** -- Areas identified on the Conservation Easement Survey within which single-family dwelling(s) and associated Accessory Buildings and Improvements, Farm Support Housing, buildings and improvements for Rural Enterprises and Municipal Offices may be constructed. Agricultural Buildings and Improvements, farm operations, and farming practices are permitted within the MADA pursuant to Sections 3.a and 3.b above and the terms of this Conservation Easement.
4. **CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS.**
No permanent or temporary buildings or other improvements shall hereafter be placed or maintained on the Property except as provided in accordance with this Section. Existing buildings and improvements are shown in the Baseline Documentation. Trailer parks, auto dealerships, and golf courses are expressly prohibited on the Property.
- (4.a) **Fences** -- Existing fences may be removed, repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife without further approval of the Grantee.
- (4.b) **Agricultural Buildings and Improvements** -- Grantor may remove, repair, enlarge, reconstruct or construct Agricultural Buildings and Improvements within the ADA and MADA in accordance with the Whole Farm Plan. New Agricultural Buildings, or the enlargement of existing Agricultural Buildings, within the Farm Area are permitted with prior notice to the Grantee to ensure such buildings' construction is not located within the RPA and does not exceed an aggregate total of 5,000 square feet. Grantor may enlarge or construct Agricultural Buildings in the Farm Area greater than the aggregate 5,000 square foot threshold specified above only with prior approval from the Grantee. Prior to commencing any proposed action where Grantor is required to obtain Grantee's approval hereunder, Grantor shall request such approval in writing and shall provide Grantee with information and plans as may be reasonably necessary for Grantee to evaluate such request. Grantee shall give such approval within 45 days of receipt of Grantor's written request, unless it determines that the proposed Agricultural Buildings and Improvements would be unnecessarily located on productive soils, or would otherwise substantially diminish or impair the agricultural productivity or water quality benefits of the Property. Approval shall be deemed given if no written decision is provided by Grantee within 45 days of receipt of Grantor's written request.
- (4.c) **Residential Dwellings** -- Existing residential structures and associated Accessory Buildings and Improvements may be removed, repaired, replaced and enlarged within the ADA and MADA. With prior notice to the Grantee, no more than one (1) new residential structures and their Accessory Buildings and Improvements may be constructed, provided that such structures and improvements are located within the ADA and MADA. Construction of residential structures outside of the ADA is prohibited.
- (4.d) **Farm Support Housing** -- Existing Farm Support Housing and associated Accessory Buildings and Improvements may be removed, repaired, replaced and enlarged within the ADA and MADA. New Farm Support Housing and associated Accessory Buildings and Improvements and the renovation of existing non-habitable buildings to create Farm Support Housing is permitted within the ADA and MADA only with the prior written approval of the Grantee. If the Farm Support Housing is no longer needed for that purpose, the buildings may continue in residential use. Construction of Farm Support Housing outside of the ADA and MADA is prohibited.
- (4.e) **Rural Enterprises** -- Existing Rural Enterprise buildings and improvements may be removed, repaired, replaced and enlarged within the ADA and MADA. New Rural Enterprise buildings and improvements and the renovation of existing non-habitable buildings to create Rural Enterprise buildings is permitted within the ADA and MADA only with the prior written approval of the

Grantee. Construction of Rural Enterprise buildings outside of the ADA and MADA is prohibited.

- (4.f) **Recreational Uses** – Use of the Property for rural recreational uses is permitted anywhere on the Property. These uses may include, but are not limited to, hunting, fishing, trapping, skiing, snowmobiling, horseback riding, hiking, and non-commercial camping. Golf courses, commercial recreational uses involving motorized vehicles, and commercial camping outside the ADA(s) and the MADA is prohibited on the Property. The construction of buildings and improvements for recreational uses are allowed anywhere on the Property, with the exception of the RPA, and shall not be improved by permanent utilities. An aggregate 1,000 square feet of recreational buildings is permitted, with prior notice to Grantee. Construction or conversion of buildings over the 1,000 square foot aggregate, up to a maximum 5,000 square foot aggregate, is permitted only with advance written approval of the Grantee.
- (4.g) **Towers and Communication Devices** – Communication towers or devices, wind turbines, satellite or television antennae or such similar equipment may be placed on the Property, subject to applicable governmental approval, but only in a manner consistent with the Conservation Purposes of this Easement and with prior written approval of Grantee if such devices or equipment is located outside of the ADA and the MADA.
- (4.h) **Municipal Offices** – Existing Municipal Offices and improvements may be removed, repaired, replaced and enlarged within the MADA. New Municipal Offices and improvements and the renovation of existing buildings to create Municipal Offices is permitted within the MADA only with the prior written approval of the Grantee. Construction of Municipal Offices outside of the MADA is prohibited.

5. SUBDIVISION.

Subdivision of the Property and conveyance of any such subdivided parcel is prohibited except as set forth below.

In order to facilitate effective easement stewardship, no more than two (2) additional tax parcels may be created by subdivision of the Property. Such subdivided parcels may be conveyed only in accordance with prior written approval of the Grantee, upon compliance with the following conditions:

- (5.a) Grantor has demonstrated that the proposed subdivision is consistent with the Conservation Purposes of this Easement and will not substantially diminish or impair the agricultural, forestry or water quality values of the Property.
- (5.b) Such subdivided parcels shall remain subject to the terms and conditions set forth in this Easement. The size (square foot) limitations for structures, and the number of subdivisions set forth in this Easement shall be reallocated at the time of the proposed subdivision or conveyance, in a manner to be reviewed and approved by Grantee and set forth in the Deed of each new subdivided parcel.

At the discretion of the Grantee, a functionally and materially equivalent Deed of Conservation Easement may be recorded at the time of conveyance.
- (5.c) The deed(s) of conveyance of all such subdivided parcels shall contain a metes and bounds description of the subdivided parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall have been reviewed and approved by Grantee prior to conveyance of the subdivided parcel(s).
- (5.d) All costs resulting from the subdivision of the Property and conveyance of subdivided parcels, including but not limited to reasonable Grantee and associated staff time, including but not limited to

time expended on legal review of documents and updating of baseline documentation, are to be borne by Grantor.

Any further subdivision of the Property and/or conveyance of newly subdivided parcels, beyond that provided for above, may be permitted at the sole discretion of the Grantee in accordance with its current subdivision approval policies and with the Conservation Purposes of this Easement.

6. DEVELOPMENT RIGHTS.

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the Conservation Purposes of this Easement. Grantee shall transfer such development rights only to a qualified organization in accordance with the laws of the State of New York and the regulations established by the Internal Revenue Service governing such transfers.

7. CONSERVATION AND FARMING PRACTICES.

Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the operations of Grantor may result in an evolution of agricultural uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ their choices of farm uses and management practices so long as those uses and all farming operations, including construction and expansion, are conducted in accordance with Sound Agricultural Practices pursuant to Section 308 of the New York State Agriculture and Markets Law, as amended, and a current Whole Farm Plan for the Property or its equivalent; and the terms of this Easement.

8. WHOLE FARM PLAN.

Agricultural operations on the Property shall at all times be conducted in a manner consistent with a Whole Farm Plan. The Whole Farm Plan shall include the identification and application of resource specific managerial and/or structural Best Management Practices designed to mitigate potential adverse environmental impacts of agricultural activities, as well as enhance agricultural productivity and economic viability of the Property. Whole Farm Plans shall address domestic animal pathogen control, waste management, soil erosion control, pest and pesticide management, and other environmental concerns, as applicable. The plan may be developed or amended by WAC, its successor agency, qualified conservation organization, or qualified private consultant in partnership with the Grantor and/or designee or assigns. Such plan shall be approved by WAC or its successor prior to implementation.

9. FOREST MANAGEMENT.

Trees may be cut to control insects, disease and invasive species, to enhance wildlife habitat, to prevent personal injury and property damage, and for other domestic uses, including firewood and construction of permitted buildings and fences on the Property. Any Commercial Forestry harvesting on the Property shall be conducted in accordance with a current Forestry Management Plan. Prior to commencing any Commercial Forestry, Grantors, at their sole cost, shall submit a Forestry Harvest Plan and Forestry Management Plan in a time and manner as described in the New York City Department of Environmental Protection's "Water Quality Guidelines for Timber Harvesting", or such successor standard approved by Grantee. Prior to commencing any Commercial Forestry, such plan shall be reviewed and approved by WAC.

10. MINING.

Except as may be reasonably necessary to carry out the uses permitted on the Property under the terms of this Easement, the exploration for, or development and extraction of, soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance by any surface mining method or any other method is prohibited with the exception of bluestone extraction undertaken with written approval of the Grantee.

Prior to commencing any commercial bluestone mining, Grantor, at their sole cost, shall submit a Bluestone Extraction Plan following the guidelines described in the City's "Water Quality Protection Guidelines for

Bluestone Quarrying" or such successor standard approved by Grantee. Prior to commencing any commercial bluestone mining, such plan shall be reviewed and approved by WAC.

11. WATER RESOURCES.

Grantor may use, maintain, establish, and construct, water sources, water courses, and water bodies, including ponds, on the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the non-channelized, natural flow of water over the Property in order to improve drainage of agricultural or forest soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the purposes of this Easement and is carried out in accordance with the Whole Farm Plan.

Any stream work, including but not limited to, gravel removal, streambank and bed stabilization, and bridge and culvert construction, shall only be undertaken with prior approval of the Grantee, except for emergency work resulting from natural events beyond the control of the Grantor, such as the need to restore transportation routes, maintain farm operations, and to protect health, safety, and property.

12. IMPERVIOUS SURFACES AND ROAD CONSTRUCTION.

Except for roads, driveways, barnyards, lanes or other improvements constructed within the ADA or MADA or in accordance with the provisions of a current Whole Farm Plan, no portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other impervious paving material. Roads and driveways located outside of the ADA and MADA, necessary to provide access to permitted excluded areas or other permitted buildings or improvements shall not be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Logging roads are allowed so long as they are in accordance with a Forestry Harvest Plan. The location and construction of impervious surfaces and roads shall be implemented, in so far as practicable, to avoid substantially diminishing or impairing the agricultural productivity or water quality benefits of the Property.

13. APPLICATION OF WASTE MATERIALS.

The application and placement in, on or upon the Property of domestic septic effluent and/or municipal, commercial, or industrial sewage sludge or liquid for agricultural production purposes is prohibited without the prior written approval of Grantee. Any approved application shall be undertaken only if in accordance with applicable law and consistent with the Whole Farm Plan.

14. DUMPING, STORAGE AND APPLICATION OF WASTE.

Except as permitted herein, the dumping, storage, application, land filling, or accumulation of any kind of Waste in, on or upon the Property is prohibited.

The routine containerized storage of household trash and garbage is permitted only if stored for purposes of eventual transport off site for proper disposal. The storage and treatment of sewage by an individual subsurface sewage treatment system servicing residential dwellings, Farm Support Housing and other buildings used for rural enterprises allowed under this Easement is permitted only within the ADA and MADA, or with prior written approval of Grantee if located outside of the ADA and the MADA.

The routine storage or accumulation of farm related building debris and other farm related refuse or equipment generated or used on the property, that does not substantially diminish or impair the agricultural or forest productivity or water quality of the Property, is permitted only within the ADA and the MADA, or with prior written approval of Grantee if located outside of the ADA and the MADA.

The application in, on or upon the Property of domestic septic effluent and/or municipal, commercial, or industrial sewage sludge or liquid for agricultural production purposes is prohibited without the prior written approval of Grantee. Any approved application shall be undertaken only if in accordance with applicable law

and consistent with the Whole Farm Plan.

15. RIGHTS OF WAY.

No rights-of-way, easements of ingress or egress or utility easements shall be granted or developed, on, over, under or across the Property without prior written approval of Grantee.

16. APPROVAL OF GRANTEE.

This Section shall not apply to approvals required under Section 4.b Agricultural Buildings and Improvements or Section 5 Subdivision.

Prior to commencing any proposed action where Grantor is required to obtain Grantee's approval hereunder, Grantor shall request such approval in writing and shall provide Grantee with information and plans as may be reasonably necessary for Grantee to evaluate such request. Grantee's review of a request for approval shall not be unreasonably delayed, and shall be deemed approved if no written decision is provided by Grantee within 45 days of the receipt of the request for approval. Grantee's approval shall not be unreasonably conditioned or withheld provided Grantee determines that Grantor has demonstrated the proposed action is consistent with the Conservation Purposes of this Easement and will not substantially diminish or impair the agricultural, forestry, or the water quality values of the Property.

17. RIGHTS RETAINED BY GRANTOR.

As Owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement and that is consistent with its Conservation Purposes. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property, subject to the Easement, to anyone they choose.

18. INDEMNIFICATION.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as Owner of the Property. However, if Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as for reasonable attorneys fees and other expenses of defending itself, unless due in whole or in part to the negligence of the Grantee or its agents, in which case liability shall be apportioned accordingly.

19. REAL PROPERTY TAXES.

(19.a) Grantor agrees, pursuant to Article 25-AA of the New York State Agriculture and Markets Law, to apply annually for an agricultural assessment on any lands subject to this Easement which are eligible for and have received in any year an agricultural assessment. Grantor agrees to timely file the appropriate application with each assessing unit on forms proscribed by the State Board of Real Property Services and shall furnish the tax assessor such information as the State Board of Real Property Services shall require. Copies of such applications, and of any confirmation of the approval of the application for an agricultural assessment shall be provided to the Grantee upon request.

(19.b) Notwithstanding the preceding paragraph, Grantor shall not be required to file an application for an agricultural assessment on any lands subject to this Easement provided that Grantor demonstrates that an agricultural assessment made on such lands pursuant to Article 25-AA would be higher than the assessment made on such lands pursuant to the New York State Real Property Tax Law. Grantor agrees to make such a demonstration to Grantee, upon request. Grantor is not obligated by this Easement to continue farming or conduct any agricultural activity in order to remain eligible for an agricultural assessment.

20. BASELINE DOCUMENTATION.

The conservation values, various use areas and the current use, size, location and condition of improvements of the Property are described in a Baseline Documentation Report (the "Report"). Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but the report shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

21. MONITORING.

Upon 24-hour notice to Grantor, Grantee shall have the right to enter the Property, exclusive of residential dwellings, for the purpose of monitoring to determine whether the provisions of this Easement are being observed, and/or to enforce provisions of this Easement. Grantee shall also have the right to monitor the Property, exclusive of residential dwellings, at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Easement have been or are being materially violated. However, under all circumstances, Grantee will make its best efforts to notify the Grantor in advance.

22. NON-BINDING DISPUTE RESOLUTION.

If a dispute arises between the Grantor and Grantee concerning the consistency of any proposed use or activity with the purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties, or refer the dispute to mediation by written request. Within ten (10) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture and water quality protection to recommend potential resolutions of the dispute. Reasonable costs associated with the mediation process shall be determined by the impartial mediator. Any recommendations resulting from this process shall be non-binding and shall not limit either Grantor or Grantee from pursuing other legal and/or equitable remedies.

23. ENFORCEMENT.

In the event a violation or imminent violation of this Easement occurs, Grantee shall immediately notify the Grantor to request that the activity cease and arrange a site visit to mutually resolve the situation to the satisfaction of both parties.

If the Grantor ceases the activity in violation, but is unwilling or unable to cure any violation within ten (10) calendar days after the Grantee's initial site visit, Grantee shall send Grantor a written notice of non-compliance, which shall notify Grantor of the violation and the measures reasonably calculated to cure such violation or imminent violation. Grantor shall have twenty (20) calendar days from the date the Grantor receives such notice, or such other period Grantee may deem appropriate, to cure the conditions constituting the violation. In the event the Grantor fails to cure the violation within the aforementioned twenty (20) calendar days or period designated by Grantee, Grantee shall seek to enforce such other legal and/or equitable remedies as Grantee deems necessary to ensure compliance with the terms and purposes of this Easement.

In the event that the Grantor refuses to cease such activity or agree to a site visit, or when Grantee determines that a violation or imminent violation could substantially impair the purposes of this Easement, or that an imminent or immediate threat to the City's drinking water supply exists, Grantee may seek an injunction to stop it, temporarily or permanently. If a court with jurisdiction determines that a violation may exist or has occurred, the court may also issue an order requiring the Grantor to restore the Property to its condition prior to the violation.

In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

24. THIRD PARTY ENFORCEMENT.

The City of New York, the New York State Attorney General and their successors shall have the right to enforce a material breach of this Easement subject to the following provisions:

- (24.a) Prior to commencing an enforcement action in a court of competent jurisdiction, the City of New York, or the New York State Attorney General must first notify Grantee and Grantor, give Grantee sixty (60) days to take appropriate action, including commencing an enforcement action, and give Grantor sixty (60) days from the receipt of such notice to cure the breach.
- (24.b) If Grantee is diligently prosecuting an enforcement action, in either an administrative or judicial proceeding, the City of New York, or the New York State Attorney General shall not have a right to prosecute an action for the same breach of this Easement.
- (24.c) Nothing contained herein shall be construed as providing the New York State Attorney General with the right to physically inspect or otherwise enter the Property.
- (24.d) The City and its duly authorized agents, employees and representatives shall have joint access to the Property in order to monitor and/or maintain boundaries, to determine compliance with and/or enforce the terms of this Easement in the following instances: (i) the City shall have the right to jointly inspect the Property with Grantee, during any of Grantee's inspections; (ii) notwithstanding the above, the City shall have the right to inspect the Property subject to the Easement without Grantee, when the City determines that an imminent or immediate threat to the City's drinking water supply exists, or where a Grantor may be violating this Easement through gross or willful negligence and the City has been unable, after good faith efforts, to provide notice to Grantee of such threat or violation, or in the event that Grantee is unable or unwilling to inspect the Property.

25. ACTS BEYOND GRANTOR'S CONTROL.

This Easement shall not be construed to entitle Grantee to bring any legal action against Grantor for any injury to or change in the Property resulting from natural events beyond the control of the Grantor. Such natural events include fire, flood, storm, war, judicial intervention, strike, insurrection, radioactive fallout, earthquake, landslide or Acts of God, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

26. TRANSFER OF EASEMENT.

Grantee agrees to notify Grantor in writing at least thirty (30) days in advance of the transfer of this Easement to another conservation organization as further described in this Section. Grantee and the Grantor agree that this Easement may be transferred by Grantee to American Farmland Trust, a national nonprofit conservation organization with an office located in Washington, D.C. ("AFT"), or another "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and under the New York State Environmental Conservation Law, and only if the agency or organization expressly agrees to assume the responsibilities imposed on the Grantee by this Easement and only with prior written approval from the City.

If, at any time, Grantee becomes incapable of ensuring compliance with the terms of this Easement, or if Grantee shall cease to exist as an entity qualified to hold conservation easements, then its rights and responsibilities shall become vested in and devolve upon AFT, provided AFT shall accept in writing this Easement, and provided AFT enters into a written agreement with the City pursuant to which AFT assumes and ensures all duties of Grantee described herein, are performed, and if not, upon the City.

27. TRANSFER OF PROPERTY.

In order to facilitate the stewardship of this Easement and to ensure adequate communication, Grantor agrees to notify Grantee of any conveyance, lease, subdivision or transfer of the Property or any portion thereof, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease, subdivision or

transfer. Any such conveyance, lease, subdivision or transfer shall expressly refer to this Deed of Conservation Easement and shall be made subject to the terms of this Easement.

28. WAIVER OR AMENDMENT.

This Easement may not be materially amended without the written consent of the Grantee, Grantor, and the Attorney General. Any other amendment, modification or waiver will require the written consent of the Grantee and Grantor. Any amendment, modification, or waiver shall be consistent with the purposes of this Easement and shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Environmental Conservation Law or any regulations promulgated pursuant to that law.

29. TERMINATION OF EASEMENT.

If it determines that conditions on or surrounding the Property change so much that it becomes impracticable to fulfill its Conservation Purposes, a court with jurisdiction may, at the joint request of Grantee, Grantor, the Attorney General and the City, terminate the Easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of the Conservation Purposes, the Easement may be terminated through condemnation proceedings with notice to Grantee, Grantor, the Attorney General, and the City. If the Easement is terminated and the Property is sold or taken for public use, then, as required by Internal Revenue Service regulations, the Grantee shall be entitled to Sixty-seven percent (67%) of the gross sale proceeds or condemnation award which is equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Property, as this ratio is determined on the date of this Easement. The Grantee shall use the proceeds consistent with the Conservation Purposes of this Easement.

30. OTHER LAWS AND REGULATIONS IN EFFECT.

This Easement does not relieve the Grantor from any obligation to comply with any applicable ordinances, laws, regulations and/or permit requirements of any competent governmental or regulatory body, including but not limited to the City of New York, its successors or assigns. This Easement shall not be construed to limit or modify the regulatory authority of the City. In addition to any restrictions or requirements set forth in this Easement, Grantor must apply for and conform to any and all permits in the manner set forth in any applicable law or regulation.

31. FILTRATION NOT TO DEFEAT PURPOSE OF EASEMENT.

Filtration or other treatment of all or any portion of the water supply this Easement seeks to protect, now or in the future, shall not be deemed to defeat the purpose, terms or enforcement of this Easement.

32. INTERPRETATION.

This Deed shall be interpreted under the laws of New York, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes.

33. DURATION AND BINDING EFFECT.

The Easement created by this Deed shall be a servitude running with the land and shall bind and be enforceable against the Grantor and all future owners. Every provision of this Easement that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

34. FURTHER COVENANTS.

In the event the execution and delivery by Grantors of any additional document or instrument is necessary or desirable to qualify or perfect this Easement as a conservation easement authorized under Title 3, Article 49, of the Environmental Conservation Law, Grantors shall promptly execute and deliver to Grantee such instrument or other documents as the Grantee may reasonably request.

35. NOTICES.

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by certified mail, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor:

Putnam County
40 Glencida Ave
Carmel, NY 10512

Attn: Watershed Information Coordinator

Putnam County Department of Law
48 Glencida Ave
Carmel, NY 10512

Attn: Deputy County Attorney

To Grantee:

Watershed Agricultural Council
33195 State Highway 10
Walton, New York 13856-9751
Attn: Easement Program Manager

36. SUBSEQUENT LIENS ON PROPERTY.

No provisions of this Deed of Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

37. ESTOPPEL CERTIFICATES.

Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefor.

38. SEVERABILITY.

If any portion of this Easement is found invalid, the remainder of the provisions of this Easement shall not be affected.

39. ACCEPTANCE.

As attested by the signature of the Chair of The Watershed Agricultural Council of the New York City Watersheds, Inc., the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

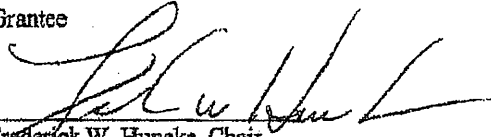
To Have and To Hold, this Deed of Conservation Easement unto the Grantee, its successors and assigns.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Grantor :

 11/20/06
Robert J. Bondi, Putnam County Executive

Grantee

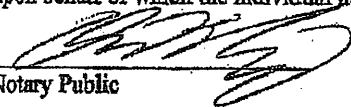

Frederick W. Huneke, Chair
The Watershed Agricultural Council of the New York City Watersheds, Inc.

ACKNOWLEDGMENTS

State of New York)

County of Putnam), ss:

On the 20th day of November in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared, Robert J. Bondi, 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/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual 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, 2010

State of New York)

County of Delaware), ss:

On the 18th day of DECEMBER in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared, Frederick W. Huneke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Jean M. Parenteau
Notary Public, State of New York
No. 01PA 8870219
Qualified in Delaware County
Commission Expires February 25, 2010

Exhibit A
Legal Description

All that certain plot, piece or parcel of land situate, lying and being in the Town of Southeast, County of Putnam and State of New York being more particularly described as follows:

Beginning at a point on the easterly side of New York State Route 312 where the same is intersected by the northeasterly side of US Route 6; thence along the easterly side of New York State Route 312 N 49-19-27 E 169.03, N 44-09-32 E 44.55, N 61-04-37 E 186.44, N 70-29-26 E 65.00, N 57-49-42 E 58.58, N 46-35-08 E 59.00, N 61-01-00 E 145.18, N 53-16-03 E 240.32, N 41-58-06 E 84.85, N 43-30-18 E 773.43, N 49-05-55 E 185.41, N 50-08-23 E 71.37 and N 54-41-43 E 303.00 to a point on the southwesterly side of Prospect Hill Road; thence along the southwesterly and westerly sides, respectively of Prospect Hill Road S 85-39-14 E 60.34, S 79-57-14 E 28.02, S 57-15-36 E 24.41, S 40-16-58 E 22.77, S 31-33-46 E 18.91, S 29-51-33 E 39.10, S 26-00-29 E 38.32, S 21-36-08 E 69.96, S 10-51-53 E 11.30, S 23-16-59 E 121.31, S 21-04-23 E 75.62, S 20-06-18 E 94.70, S 22-53-16 E 44.70, S 29-38-07 E 8.77, S 20-53-22 E 51.32, S 11-52-14 E 6.62, S 27-14-13 E 14.44, S 20-53-34 E 49.83, S 18-15-41 E 42.73, S 31-13-26 E 15.90, S 10-37-23 E 11.06, S 33-31-47 E 9.08, S 20-31-51 E 58.59 and S 12-11-30 E 9.62 to a point on the northerly line of lands now or formerly Pines Motor Lodge, Inc.; thence along the northerly and westerly lines, respectively, and along the mean centerline of a stonewall S 82-21-35 W 52.50, S 79-47-01 W 80.06, S 81-55-42 W 174.54, S 80-47-10 W 171.84, S 4-24-57 E 97.17, S 4-12-15 E 68.19, S 4-28-33 E 117.05, S 4-34-22 E 61.44, S 4-01-42 E 82.82, S 4-33-18 E 90.61, S 4-27-01 E 69.98, S 4-12-55 E 83.96, S 3-41-12 E 92.23, S 4-40-11 E 89.85, S 3-47-08 E 111.40, S 4-18-10 E 103.47, S 3-43-04 E 94.79, S 4-12-39 E 108.90, S 2-38-49 E 125.80, S 4-11-55 E 122.81, S 3-23-47 E 50.57 and S 6-11-52 E 20.23 to the westerly line of lands now or formerly New York State Electric & Gas Corporation; thence along the westerly line of lands now or formerly New York State Electric & Gas Corporation S 16-48-09 W 766.78 to a point on the northerly line of lands formerly P. Z. Kirkham, now or formerly Garden, et al; thence along the northerly line of lands formerly P. Z. Kirkham, now or formerly Garden, et al and partly along the mean centerline of a stonewall S 82-25-23 W 26.15, S 86-03-38 W 37.76, S 86-23-38 W 67.18, S 87-23-38 W 44.75, S 86-53-38 W 42.75, S 73-53-38 W 8.78, N 85-56-22 W 16.44, S 68-48-38 W 9.71, N 89-06-22 W 30.53, S 89-53-38 W 15.71, S 57-59-38 W 9.74, N 71-36-22 W 9.32, S 86-57-08 W 184.77 and S 86-55-24 W 61.18 to lands now or formerly Erickson; thence partly along lands now or formerly Erickson, partly along lands now or formerly Minson and partly along lands now or formerly Ciccone and along the mean centerline of a stonewall N 5-59-45 W 200.20, N 6-20-25 W 30.00, N 6-20-55 W 144.86, N 6-18-55 W 333.89 and S 75-49-55 W 229.89 to the easterly side of US Route 6; thence along the easterly and northeasterly sides, respectively, of US Route 6 N 10-30-43 W 58.34, N 15-11-33 W 167.28, N 23-19-15 W 229.80, N 42-11-43 W 552.99, N 55-36-09 W 342.68 and N 31-06-15 W 14.01 to the point and place of beginning. Containing within said bounds 76.852 acres more or less.

All that certain plot, piece or parcel of land situate, lying and being in the Town of Southeast, County of Putnam and State of New York being more particularly described as follows:

Beginning at a point on the easterly side of New York State Route 312 where the same is intersected by the southerly line of lands now or formerly New York - Eastern Inc. and the northerly line of the parcel herein described; thence from said point of beginning along the southerly line of lands now or formerly New York - Eastern Inc. S 87-17-48 E 122.84, S 84-36-32 E 28.27, S 85-58-58 E 34.27, N 89-33-26 E 33.70, S 85-16-33 E 41.08, S 85-55-57 E 166.68 and S 85-45-22 E 69.33 to a point on the westerly line of lands now or formerly Southeast Executive Park Associates I, being Lot No. 1 as shown on a filed map entitled "Subdivision Plat prepared for Duke & Benedict and Benedict Dairy Farms" filed in the Putnam County Clerk's Office as filed map no. 2001; thence along the westerly line of lands now or formerly Southeast

Executive Park Associates I, being Lot No. 1 as shown on said filed map no. 2001 on a curve to the left having a radius of 240.00, a central angle of 29-22-25 and a length of 123.04 to a point; thence along the westerly and southerly lines, respectively, of lands now or formerly Southeast Executive Park Associates I, being Lot No. 1 as shown on said filed map no. 2001 S 0-53-38 W 50.00, S 23-39-14 E 354.76 and S 88-06-22 E 234.22 to a point on the westerly line of lands now or formerly of the Town of Southeast; thence along the westerly line of lands now or formerly of the Town of Southeast S 33-47-49 W 283.76 and S 5-50-35 E 1062.39 to a point on the northerly line of lands now or formerly New York - Eastern Inc.; thence along the northerly line of lands now or formerly New York - Eastern Inc. and along the mean centerline of a stonewall S 81-59-05 W 22.38, S 82-39-46 W 120.92, S 83-59-10 W 92.73, S 81-37-34 W 70.93 and S 82-32-32 W 150.68 to a point on the easterly side of Prospect Hill Road; thence along the easterly side of Prospect Hill Road N 15-14-24 W 29.42, N 29-56-51 W 24.58, N 19-19-51 W 132.49, N 32-01-18 W 7.70, N 20-22-35 W 47.42, N 14-26-25 W 19.00, N 40-07-02 W 4.35, N 21-19-03 W 25.18, N 17-45-19 W 12.72, N 14-31-56 W 13.30, N 22-07-53 W 64.72, N 15-56-04 W 12.70, N 25-53-00 W 56.40, N 13-21-19 W 53.21, N 19-42-28 W 55.15, N 23-14-35 W 41.61, N 22-03-58 W 40.16, N 25-06-53 W 33.86, N 26-01-40 W 74.37, N 24-14-30 W 39.67, N 32-13-32 W 21.02, N 10-13-53 W 8.48, N 30-06-55 W 41.00 and N 36-39-48 W 109.62 to a point on the easterly side of New York State Route 312; thence along the easterly side of New York State Route 312 N 18-37-49 E 114.06 to a point on the southeasterly line of lands of the County of Putnam, known as "The Prospect House"; thence along the southeasterly and easterly lines, respectively, of lands of the County of Putnam, known as "The Prospect House" N 51-39-42 E 64.79, N 23-52-18 W 52.33 and N 23-50-23 W 35.98 to a point on the easterly side of New York State Route 312; thence along the easterly side of New York State Route 312 N 62-22-58 E 6.91, N 6-08-24 E 154.24, N 7-50-56 W 244.57, N 12-47-48 W 69.00, N 0-57-58 E 52.25, N 2-47-21 E 86.77 and N 6-56-10 E 167.74 to the point and place of beginning. Containing within said bounds 25.537 acres more or less.

All that certain plot, piece or parcel of land situate, lying and being in the Town of Southeast, County of Putnam and State of New York being more particularly described as follows:

Beginning at a point on the westerly side of New York State Route 312 where the same is intersected by the southerly line of lands now or formerly Putnam Seabury Partnership, LP and the northerly line of the parcel herein described; thence from said point of beginning along the westerly side of New York State Route 312 S 0-15-25 E 301.52, S 2-35-32 E 285.08, S 2-38-27 W 133.00 and S 10-30-24 W 9.48 to a point on the northerly line of lands of the County of Putnam, known as "The Homestead"; thence along the northerly, westerly and southerly lines respectively, of lands of the County of Putnam, known as "The Homestead" S 84-46-57 W 437.02, S 1-06-10 E 269.94 and N 83-28-23 E 351.39 to a point on the westerly side of New York State Route 312; thence along the westerly side of New York State Route 312 S 34-10-00 W 107.80, S 51-41-40 W 208.37, S 43-44-00 W 296.50, S 42-23-00 W 130.00, S 41-16-20 W 260.00, S 44-14-40 W 300.00, S 48-22-41 W 210.13, S 48-34-28 W 52.51, S 56-50-45 W 251.35, S 65-41-46 W 27.92, S 80-48-50 W 44.00, S 48-46-23 W 57.76, S 58-27-01 W 49.54, S 63-03-16 W 50.04, S 70-36-18 W 49.73, S 52-23-53 W 51.55, S 63-00-35 W 51.04, S 51-15-13 W 41.00, S 56-35-23 W 72.86 and S 44-32-46 W 136.23 to the northeasterly side of US Route 6; thence along the northeasterly side of US Route 6 N 58-58-34 W 31.80 to the easterly line of lands now or formerly New York State Electric & Gas Corp.; thence along lands now or formerly New York State Electric & Gas Corp. N 5-31-13 W 27.10, N 21-15-27 E 408.30, N 76-51-27 E 35.43, N 77-03-57 E 125.92, N 84-43-34 E 174.39, N 0-58-28 W 407.23, S 89-01-32 W 431.87, S 14-32-33 E 72.89 and N 76-14-41 W 236.11 to a point on the easterly line of lands formerly New York Eastern Inc., now or formerly Tenth Jam Development; thence along lands formerly New York Eastern Inc., now or formerly Tenth Jam Development and partly along the mean centerline of a stonewall N 7-09-07 W 145.76, N 69-07-00 E 261.62, N 14-16-21 W 184.58, N 14-30-44 W 182.21, N 14-32-37 W 181.66, N 14-07-11 W 175.93, N 14-46-09 W 157.24, N 14-56-20 W 187.97, N 14-41-39 W 141.95, N 14-41-40 W

229.34, N 14-36-40 W 195.04, N 15-22-55 W 164.33, S 75-03-45 E 134.00, S 75-00-58 E 106.45, S 75-47-30 E 63.22, S 75-22-53 E 85.61, S 74-30-10 E 47.77, S 61-47-00 E 13.09, S 83-57-24 E 37.49, S 85-43-32 E 116.17, S 86-00-34 E 58.69, S 84-50-38 E 131.21, S 86-02-25 E 160.57, S 84-48-17 E 48.94, S 87-49-01 E 78.93, S 82-56-39 E 96.37, S 87-42-16 E 57.39, S 86-20-57 E 74.23, S 86-41-09 E 222.24, S 86-12-02 E 143.78, S 84-56-22 E 65.48, S 85-26-22 E 139.00, S 86-06-22 E 152.27, S 86-56-22 E 91.56, S 87-36-22 E 101.39, S 85-46-22 E 86.51 and S 83-55-06 E 38.21 to the point and place of beginning. Containing within said bounds 84.163 acres more or less.

AMENDMENT TO DEED OF CONSERVATION EASEMENT

This Agreement (hereinafter referred to as the "Amendment") is entered into as of the 26th day of June, 2018, between **The County of Putnam**, a municipal corporation of the State of New York and (hereinafter referred to as the "County"), having offices at 40 Gleneida Avenue, Carmel, New York 10512, and **The Watershed Agricultural Council of the New York City Watersheds, Inc.** (hereinafter referred to as "WAC"), a not-for-profit corporation organized under the New York State Not-For-Profit Law, having its principal office at 33195 State Highway 10, Walton, NY 13856.

WITNESSETH:

WHEREAS, the County, as grantor, entered into a Deed of Conservation Easement (hereinafter referred to as the "Easement") with WAC, as grantee, dated December 18, 2006, which was recorded on February 2, 2007 in the Office of the Putnam County Clerk, in Liber 1765 of Deeds at Page 362; and

WHEREAS, The Easement covers approximately 189.14 acres of land, identified on the Tax Maps for the Town of Southeast as Section 56, Block 1, Lot 20; Section 56, Block 1, Lot 55; and Section 56, Block 1, Lot 32.111, located in the Town of Southeast, County of Putnam and State of New York (hereinafter referred to as the "Property"), as more fully described in the Easement and as depicted on a survey map entitled "The Watershed Agricultural Council of the New York City Watersheds, Inc. Conservation Easement Survey In The Matter Of Acquiring Easements On The Lands Of The County of Putnam" (hereinafter referred to as the "Conservation Easement Survey"), prepared by Terry Bergendorff Collins, dated December 8, 2005 and revised on January 3, 2006, February 16, 2006, May 11, 2006 and June 29, 2006, and filed in the Office of the Putnam County Clerk on February 2, 2007 as Map No. 3042; and

WHEREAS, the County and WAC desire to modify the boundaries of the Municipal Acceptable Development Area "A", Acceptable Development Area "A", Agricultural Conservation Easement Area, and Resource Protection Area "A" located within the portion of the Property identified as "Parcel 1", as depicted on the Conservation Easement Survey, and as said use areas are described in the Easement. Such modifications have been deemed by WAC to not be material and provide a net conservation benefit;

NOW, THEREFORE, for the reasons given above, and for good and valuable consideration, the amount, mutual receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. The parties hereto acknowledge and agree that the boundaries of the Municipal Acceptable Development Area "A" located within the portion of the Property identified as "Parcel 1", as depicted on the Conservation Easement Survey, are hereby modified in accordance with and as more fully described on the Map entitled "Amendment to MADA", dated December 21, 2017, and revised on March 27, 2018, which map shall be filed in the Office of the Putnam County Clerk contemporaneously herewith. All references in the Easement to MADA now apply to MADA, as modified and described herein.

B. The parties hereto acknowledge and agree that the boundaries of the Acceptable Development Area "A", Agricultural Conservation Easement Area, and Resource Protection Area "A" situated within the portion of the Property identified as "Parcel 1", as depicted on the Conservation Easement Survey, are hereby modified in accordance with and as more fully described on the Map entitled "Amendment to the RPA, ADA "A", ACEA", dated December 21, 2017, and revised on March 27, 2018, which map shall be filed in the Office of the Putnam County Clerk contemporaneously herewith. All references in the Easement to ADA, ACEA, and RPA now apply to the ADA, ACEA, and RPA, as modified and described herein.

C. Except as expressly modified herein, the Easement is ratified and confirmed in all respects and remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

The Watershed Agricultural Council of the New York City Watersheds, Inc.

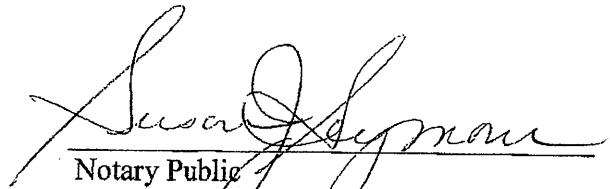
By: Martha Sally Fairbairn
Martha Sally Fairbairn, Chair

The County of Putnam

By: MaryEllen Odell
MaryEllen Odell, County Executive

STATE OF NEW YORK)
COUNTY OF Delaware) ss.:

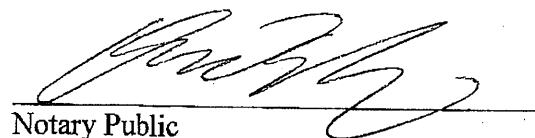
On this 19th day of June, 2018, before me the undersigned personally appeared **Martha Sally Fairbairn** personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

SUSAN J. SEYMOUR
Notary Public, State of New York
No. 01SE4830907
Qualified in Delaware County
Commission Expires on April 30, 2019

STATE OF NEW YORK)
COUNTY OF PUTNAM) ss.:

On this 26th day of June, 2018, before me the undersigned personally appeared **MaryEllen Odell** personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) 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, 2022



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) County of Putnam Mailing address 40 Gleneida Avenue City State ZIP code Carmel NY 10512 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 14-6002759 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) The Watershed Agricultural Council of the New York City Watersheds, Inc. Mailing address 33195 State Highway 10 City State ZIP code Walton NY 13856 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 16-1447322 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
56.-1-20, 55 & 32.111	373000	100 Route 312	Southeast	Putnam

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>Cnsv Esmnt</u>	Date of conveyance <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 6 26 2018 <small>month day year</small> </div>	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
---	--	---	--

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input checked="" type="checkbox"/> Conveyance of an easement

p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input checked="" type="checkbox"/> Other (describe) <u>Easement Amendment</u> |
|--|--|---|

For recording officer's use Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
--	---------------	--------------------

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0	00
2.		0	00
3.		0	00
4.		0	00
5.		0	00
6.		0	00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)


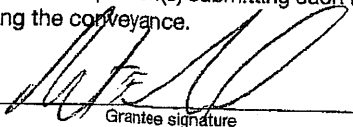
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	County Exec. _____ Title	 _____ Grantee signature	WAC Stewardship _____ Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

EXHIBIT "D"
HOLD HARMLESS

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the County of Putnam, its officers, employees, and agents from and against any and all liability, loss, damages, claims for bodily injury, and/or property damages, to the extent permissible by law, that may occur or that may be alleged to have occurred while performing services related to the construction of the Cornell Cooperative Center (hereinafter the "Project") located at 100 Route 312, Town of Southeast, County of Putnam, State of New York, whether such claims shall be made by an employee of the County of Putnam or otherwise, unless such liability is created by the gross negligence of the County of Putnam.

Furthermore, for the duration of the Project, the undersigned agrees to maintain, at its sole cost and expense, a general liability insurance policy consistent with the requirements attached hereto as Schedule "A", naming County of Putnam as an additional insured, as well as Worker's Compensation Insurance, and to promptly provide certificates of such polices to County of Putnam.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name & Title: _____

Company Name: _____

Address: _____

EXHIBIT "E"
INSURANCE

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

***“PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
Professional Liability and Workers’ Comp.”***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated “secured” (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the “XCU” exclusion of the policy or policies shall be eliminated or show proof that “XCU” is covered.

**The Contractor shall provide and maintain at its own expense the following
minimum insurance coverage:**

- A. **Workers’ Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers’ Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

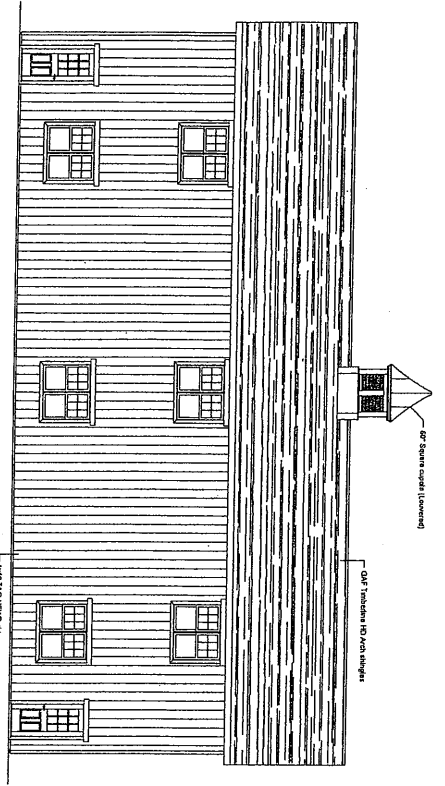
- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
\$100,000 - \$250,000 - 1 million
\$250,001 - \$500,000 - 5 million
\$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

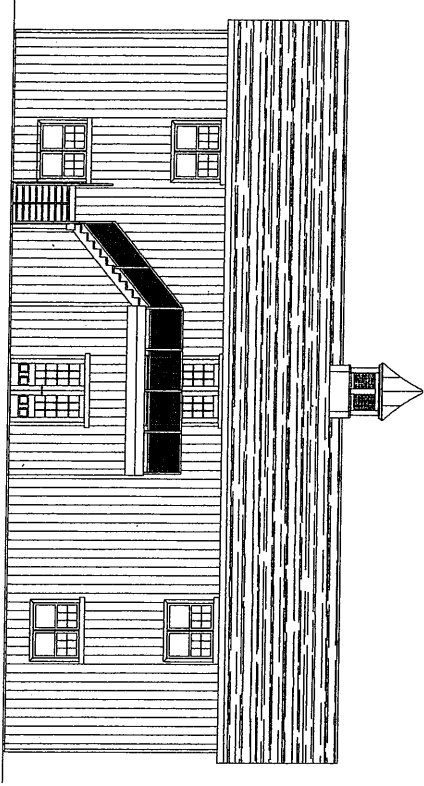
All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

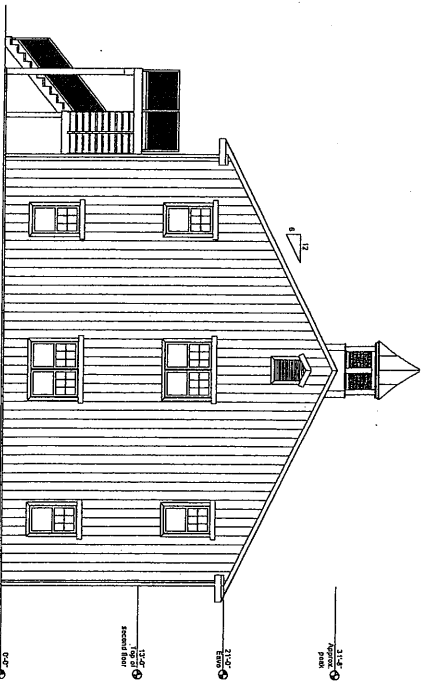
SCHEDULE "B"



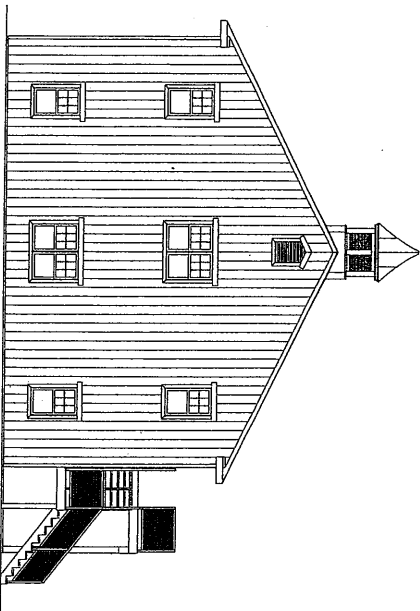
ELEVATION A-2.01
Scale: 3/16" = 1'-0"



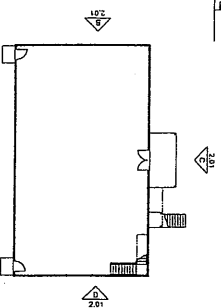
ELEVATION C-2.01
Scale: 3/16" = 1'-0"



ELEVATION B-2.01
Scale: 3/16" = 1'-0"



ELEVATION D-2.01
Scale: 3/16" = 1'-0"



KEY PLAN
Scale: NTS

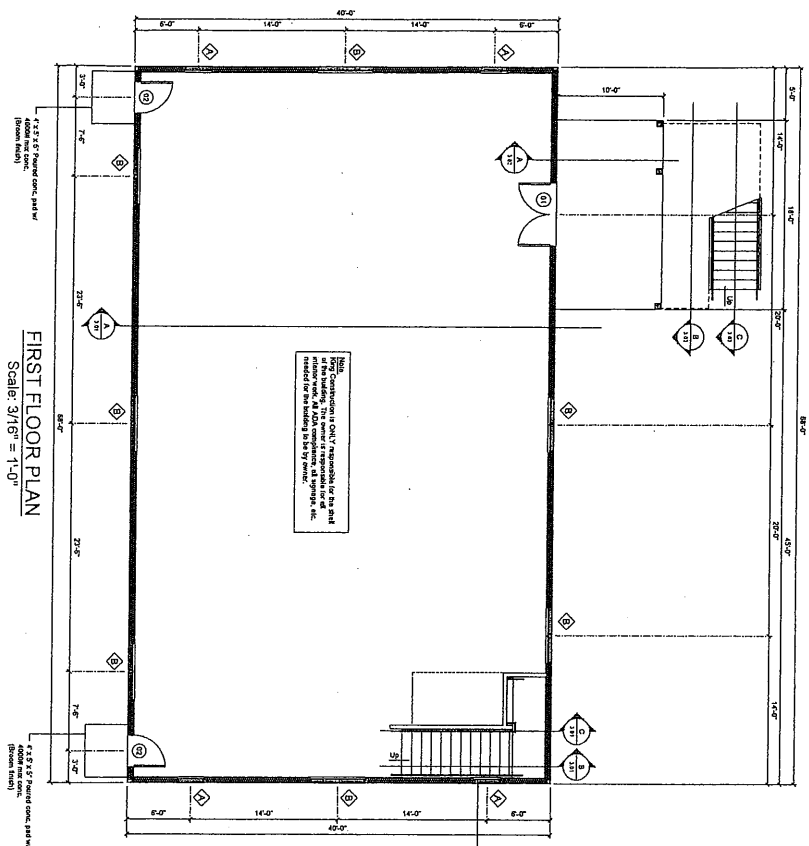
THIS BLUE PRINT IS THE SOLE PROPERTY OF KING CONSTRUCTION COMPANY AND SHALL NOT BE USED BY ANY PERSONS IN ANY MANNER WITHOUT WRITTEN PERMISSION FROM KING CONSTRUCTION COMPANY. KING CONSTRUCTION COMPANY DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THIS PRINT AND WILL NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY IN ANY MANNER WHEN USED BY ANY PERSON NOT EMPLOYED BY KING CONSTRUCTION COMPANY.

ELEVATIONS
Cornell Barn - Brewster, NY
42' x 48' x 11' Siding
KING CONSTRUCTION COMPANY
525 HOLLANDER ROAD NEW HOLLAND, PA. 17350 717-364-7140

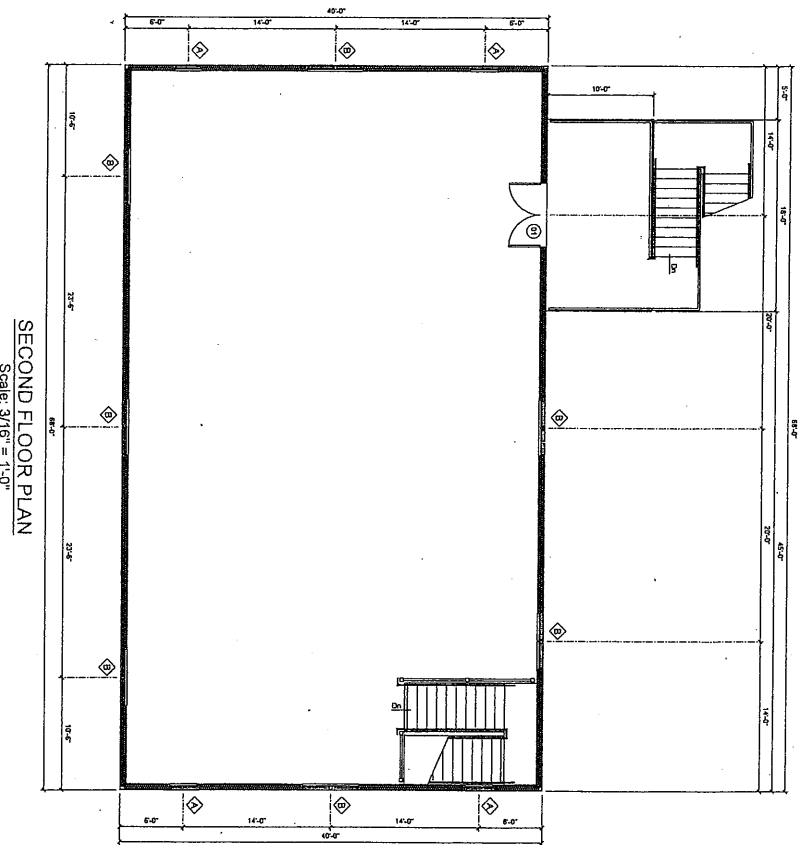
Date: October 7, 2021
Revisions:

Drawing By: Brian Heuck
Job Number: 2189
Sheet Number:

2.01



FIRST FLOOR PLAN
Scale: 3/16" = 1'-0"



SECOND FLOOR PLAN
Scale: 3/16" = 1'-0"

MICHAEL J. LEWIS
Commissioner Of Finance



SHEILA BARRETT
Deputy Commissioner Of Finance

cc: all
Phys 8/17
A+A-8/24
Res O
Approval
#6

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance
RE: Budgetary Amendment – 23A050
DATE: August 4, 2023

2023 AUG - 8 AM 8:55
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund:

Increase Appropriations:

55997000 53000 51622 Capital - Fair Street - PIN 8756.09 \$ 252,180

Increase Estimated Revenues:

55197000 428601 51622 Transfer In - General Fund \$ 252,180

Decrease Appropriations:

55197000 53000 52201 Capital - Bridges and Culvert \$ (252,180)

Decrease Estimated Revenues:

5519700 428601 52201 Transfer In - General Fund \$ (252,180)

General Fund:

Increase Appropriations:

10990100 59020 51622 Transfer Out - Capital \$ 252,180

Increase Estimated Revenues:

10131000 449898 51622 Federal Aid - ARPA CFDA 21.027 \$ 252,180

Decrease Appropriations:

10990100 59020 52201 Transfer Out - Capital \$ (252,180)

Decrease Estimated Revenues:

10131000 449898 52201 Federal Aid - ARPA CFDA 21.027 \$ (252,180)

Pursuant to Resolution #71 of 2023; \$500,000 was earmarked to go towards Bridges and Culverts using ARPA funds instead of going out to bond due to the current economic conditions. Since then, it's been determined that \$252,180 should be repurposed towards the Fair Street (PIN 8756.09) reconstruction project for additional design services.

Please forward to the appropriate committee.

Approved

Kevin M. Byrne -County Executive

Michele Alfano-Sharkey

From: Michael Lewis
Sent: Friday, August 4, 2023 2:25 PM
To: Michele Alfano-Sharkey
Subject: FW: 23A050
Attachments: 23A050 - REALLOCATION OF ARPA TO FAIR STREET PROJECT_0001.pdf

Resolution # 135 (2022) - \$988,800 Drewville ARPA
Resolution # 57 (2023) - \$798,000 – Awarded Marshchelli and freed up ARPA funds.
Resolution #71 (2023) – Of the \$798,000 Bill did a resolution to use \$500,000 of ARPA for Bridges and Culverts instead of borrowing the money to fund the project.

Now , of this \$500,000, \$252,180 is being reallocated to the Fair Street project for additional Design services on the Fair Street project.

From: Michael Lewis
Sent: Friday, August 4, 2023 1:46 PM
To: Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>
Cc: John Tully <John.Tully@putnamcountyny.gov>; Alexis Hawley <Alexis.Hawley@putnamcountyny.gov>
Subject: 23A050

Michele – Please see the attached. This is a budgetary amendment to simply repurpose a portion of the ARPA funds that were earmarked to Countywide Bridge and Culvert work to the Fair Street project specifically for additional design services.

Any questions, feel free

TY Mike

Michael J. Lewis
Commissioner of Finance
County of Putnam
40 Gleneida Avenue
Carmel, New York 10512
845-808-1075 ext 49325
Michael.Lewis@putnamcountyny.gov



PUTNAM COUNTY LEGISLATURE

Resolution #71

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on April 4, 2023.

page 1

APPROVAL/ BUDGETARY AMENDMENT (22A092)/ COMMISSIONER OF FINANCE/ YEAR END JOURNAL ENTRY #3

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (22A092) for the third Year End Journal Entry for the year ending December 31, 2022; and

WHEREAS, further entry(s) will follow as more information becomes available during the year end closing process; 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:

Increase Estimated Appropriations:

SEE ATTACHED SHEET

2,083,890.00

Decrease Estimated Appropriations:

SEE ATTACHED SHEET

83,890.00

Increase Estimated Revenues:

SEE ATTACHED SHEET

2,000,000.00

CAPITAL FUND:

Increase Estimated Appropriations:

SEE ATTACHED SHEET

2,860,503.00

Decrease Estimated Appropriations:

SEE ATTACHED SHEET

2,514,335.25

Increase Estimated Revenues:

SEE ATTACHED SHEET

3,181,903.00

Decrease Estimated Revenues:

SEE ATTACHED SHEET

2,835,735.25

2022 Fiscal Impact \$83,890

2023 Fiscal Impact - 0 -

BY POLL VOTE: ALL AYES. LEGISLATOR ELLNER WAS ABSENT. MOTION CARRIES.

State of New York

ss:

County of Putnam

APPROVED
COUNTY EXECUTIVE
4/12/23

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 April 4, 2023.

Dated: April 6, 2023

Signed:

Diane Trabulsy

Diane Trabulsy

Deputy Clerk of the Legislature of Putnam County

FD_ORG	OBJECT	PROJECT	DESCRIPTION	INCREASE ESTIMATED APPROPNS	DECREASE ESTIMATED APPROPNS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	COMMENTS
05 05000	45710J		51912 BOND PROCEEDS 2019			71,400.00		TO CORRECT ACCOUNT
05 05000	45710K		51912 BOND PROCEEDS 2020			71,400.00		TO CORRECT ACCOUNT
05 55197000	53000		51509 CAPITAL PROJECTS RESERVE	2,000,000.00				TO INCREASE CAPITAL RESERVE ACCOUNT
05 55197000	428601		51509 CAPITAL PROJECTS RESERVE			2,000,000.00		TO INCREASE CAPITAL RESERVE ACCOUNT
05 55197000	449898		52201 FED AID ARPA - BRIDGES & CULVERTS			500,000.00		USE OF ARPA FUNDS INSTEAD OF BORROW
05 05000	45710M		52201 BOND PROCEEDS 2022			500,000.00		USE OF ARPA FUNDS INSTEAD OF BORROW
05 55197000	53 1 103		51509 TILLY FOSTER RENOVATION	250,000.00	250,000.00			CLOSE PROJECT
05 55197000	53000		51509 CAPITAL PROJECTS RESERVE	250,000.00				CLOSE PROJECT
05 05000	45710M		52209 BOND PROCEEDS 2022			442,800.00		CLOSE PROJECT
05 55997000	445971		52209 FED AID - DREWVILLE RD BR			1,771,200.00		CLOSE PROJECT
05 55197000	53000		52209 DREWVILLE RD BR		2,214,000.00			CLOSE PROJECT
05 55197000	53000		52108 ROUTE 6 - FARRINGTON RD		50,335.25			CLOSE PROJECT
05 55197000	427050		52108 OTHER REV - ROUTE 6 & FARRINGTON RD		50,335.25			CLOSE PROJECT
05 55997000	428 601		52103 INTERFUND TRANSFER - GENERAL FUND			12,223		TO ADJUST 5307 FUNDS FFY 2021 TO ACTUAL
05 55997000	435970		52103 STATE AID - 5307 FUNDS			12,223		TO ADJUST 5307 FUNDS FFY 2021 TO ACTUAL
05 55997000	445970		52103 FED AID - 5307 FUNDS			97,783.00		TO ADJUST 5307 FUNDS FFY 2021 TO ACTUAL
05 55997000	53000		52103 TRANSIT - SECTION 5307 FUNDS FFY 2021	122,229.00				TO ADJUST 5307 FUNDS FFY 2021 TO ACTUAL
05 55997000	428601		52206 INTERFUND TRANSFER - GENERAL FUND			48,828.00		TO ADJUST 5307 FUNDS FFY 2022 TO ACTUAL
05 55997000	435970		52206 STATE AID - 5307 FUNDS			48,827.00		TO ADJUST 5307 FUNDS FFY 2022 TO ACTUAL
05 55997000	445970		52206 FED AID - 5307 FUNDS			390,619.00		TO ADJUST 5307 FUNDS FFY 2022 TO ACTUAL
05 55997000	53000		52206 TRANSIT - SECTION 5307 FUNDS FFY 2022	488,274.00				TO ADJUST 5307 FUNDS FFY 2022 TO ACTUAL
				2,860,503.00	2,514,335.25	3,181,903.00	2,835,735.25	

MICHAEL J. LEWIS
Commissioner Of Finance



cc: all
Phys. 8/17
A & A 8/24

Reso
APPROVED
#7

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 – 23A051
DATE: August 11, 2023

2023 AUG 11 AM 11:09
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund:

Increase Appropriations:

55197000 53000 51914 Capital - Sprout Brook RD Br PIN 8762.13 \$ 720,000

Increase Estimated Revenues:

55197000 428601 51914 Transfer In - General Fund \$ 720,000

Decrease Appropriations:

55197000 53000 52202 Capital - ARPA - Highway Infrastructure \$ 720,000

Decrease Estimated Revenues:

55197000 428601 52202 Transfer In - General Fund \$ 720,000

General Fund:

Increase Appropriations:

10990100 59020 51914 Transfer Out - Capital \$ 720,000

Increase Estimated Revenues:

10131000 449898 51914 Federal Aid - ARPA CFDA 21.027 \$ 720,000

Decrease Appropriations:

10990100 59020 52202 Transfer Out - Capital \$ 720,000

Decrease Estimated Revenues:

10131000 449898 52202 Federal Aid - ARPA CFDA 21.027 \$ 720,000

Pursuant to Resolution #135 of 2022; \$1,000,000 was earmarked to go towards Countywide Highway Infrastructure projects (Project 52202). To date, \$760,430 is still available in this project. It has been identified by the Department of Public Works that approximately \$720,000 is needed to cover anticipated construction and construction inspection costs in connection to the Sprout Brook Road Bridge Project (PIN 8762.13).

Please forward to the appropriate committee.

Approved

Kevin M. Byrne -County Executive

Joseph Bellucci
Acting Deputy
Commissioner



Thomas Feighery
Administrative Director

DEPARTMENT OF PUBLIC WORKS

842 Fair Street
Carmel, New York 10512
Phone: 845-878-6331 Fax: 845-808-1908

TO: William Gouldman
Physical Chair, Putnam County Legislature

FROM: Joseph Bellucci
Acting Deputy Commissioner of DPW

DATE: August 11, 2023

RE: Physical Services Agenda

To account for the funding shortfall on the Sprout Brook Rd. Rd. Bridge Replacement project in the Town of Philipstown, The DPW is requesting a Budgetary Amendment in the amount of \$720,000 to be appropriated from the DPW's Infrastructure line. This project is subject to NYSDOT deadlines to meet reimbursement requirements as per the attached email from The Local Projects Unit (NYSDOT Region 8). The preliminary bid package has been developed by our Consultants and has been approved by the NYSDOT for Construction Phase Authorization with construction anticipated to begin in early 2024.

Thank you for your consideration with this matter.

Thank you.

cc: Thomas Feighery, Administrative Director

A handwritten signature in black ink, appearing to be "T. Feighery", is written over the "cc:" line.

PIN: 6762.13
 Sprout Brook Road Over Canopus Creek
 Town of Philipstown, Putnam County, NY
 CME#: 119-169
 PSE Engineer's Estimate
 Feb-23

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
201.06	CLEARING AND GRUBBING	LS	1	\$6,000.00	\$6,000.00
202.120001	REMOVING EXISTING SUPERSTRUCTURES	LS	1	\$100,000.00	\$100,000.00
202.19	REMOVAL OF SUBSTRUCTURES	CY	115	\$400.00	\$46,000.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	226	\$50.00	\$11,300.00
203.03	EMBANKMENT IN PLACE	CY	1622	\$26.00	\$40,660.00
203.07	SELECT GRANULAR FILL	CY	241	\$70.00	\$16,870.00
203.21	SELECT STRUCTURE FILL	CY	367	\$80.00	\$33,090.00
206.01	STRUCTURE EXCAVATION	CY	1139	\$50.00	\$56,950.00
206.0201	TRENCH AND CULVERT EXCAVATION	CY	753	\$60.00	\$37,650.00
206.05	TEST PIT EXCAVATION	EACH	4	\$1,000.00	\$4,000.00
207.21	GEOTEXTILE SEPARATION	SY	626	\$7.00	\$4,382.00
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	SY	145	\$9.00	\$1,305.00
209.100101	MULCH - TEMPORARY	SY	584	\$2.00	\$1,168.00
209.13	SILT FENCE-TEMPORARY	LF	571	\$10.00	\$5,710.00
304.12	SUBBASE COURSE, TYPE 2	CY	635	\$66.00	\$41,275.00
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT TO WMA ITEMS	QU	28	\$100.00	\$2,800.00
404.098301	0.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	TON	193	\$210.00	\$40,690.00
404.198901	19 F3 BINDER COURSE WMA, 80 SERIES COMPACTION	TON	120	\$206.00	\$24,600.00
404.378901	37.5 F3 BASE COURSE WMA, 80 SERIES COMPACTION	TON	193	\$200.00	\$38,600.00
407.0102	DILUTED TACK COAT	GAL	251	\$5.00	\$1,255.00
418.7903	ASPHALT PAVEMENT JOINT ADHESIVE	LF	1418	\$3.00	\$4,254.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	92	\$20.00	\$1,840.00
503.1010	PCC FOUNDATION FOR PAVEMENT, CLASS C	CY	8	\$1,000.00	\$8,000.00
552.17	SHIELDS AND SHORING	SF	4900	\$3.00	\$15,790.00
552.2001	HOLES IN EARTH FOR SOLDIER PILE AND LAGGING WALL	LF	20	\$500.00	\$10,000.00
552.2101	ROCK SOCKETS FOR SOLDIER PILE AND LAGGING WALL	LF	23	\$550.00	\$12,650.00
552.2201	SOLDIER PILES FOR SOLDIER PILE AND LAGGING WALL	LF	68	\$550.00	\$36,300.00
552.230101	TREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	SF	202	\$35.00	\$7,070.00
553.020001	COFFERDAMS (TYPE 2)	EACH	1	\$10,000.00	\$10,000.00
553.020002	COFFERDAMS (TYPE 2)	EACH	1	\$10,000.00	\$10,000.00
556.0105	CONCRETE FOR STRUCTURES, CLASS A	CY	46	\$450.00	\$20,700.00
556.06	FOOTING CONCRETE, CLASS HP	CY	59	\$1,000.00	\$59,000.00
556.09	CONCRETE FOR STRUCTURES, CLASS HP	CY	59	\$2,200.00	\$121,000.00
562.0101	REINFORCED CONCRETE SPAN UNITS	SY	146	\$4,000.00	\$580,000.00
566.64	STEEL BRIDGE RAILING (THREE RAIL)	LF	68	\$350.00	\$23,100.00
566.70	TRANSITION BRIDGE RAILING	LF	128	\$350.00	\$44,800.00
566.60000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	1493	\$5.00	\$7,465.00
603.171216	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 18 INCH DIAMETER, 16 GAUGE	EACH	1	\$500.00	\$500.00
603.171614	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 30 INCH DIAMETER, 14 GAUGE	EACH	2	\$800.00	\$1,600.00
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER	LF	86	\$60.00	\$4,400.00
603.9824	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 24 INCH DIAMETER	LF	232	\$100.00	\$23,200.00
604.070101	ALTERING DRAINAGE STRUCTURES LEACHING BASINS AND MANHOLES	EACH	2	\$1,900.00	\$3,800.00
604.301072	RECTANGULAR DRAINAGE STRUCTURE TYPE J FOR CAST IRON F2 FRAME	LF	6	\$850.00	\$5,100.00
604.302122	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME	LF	19	\$1,000.00	\$19,000.00
604.4048	ROUND PRECAST CONCRETE MANHOLE TYPE 46	LF	10	\$850.00	\$8,500.00
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	LF	35	\$100.00	\$3,500.00
606.120101	BOX BEAM END PIECE	EACH	1	\$1,250.00	\$1,250.00
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	2	\$5,000.00	\$10,000.00
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	LF	93	\$10.00	\$1,246.00
606.73	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	LF	168	\$10.00	\$1,680.00

606.8101	GUIDE RAIL TRANSITION WEAKE-POST CORRUGATED BEAM TO BOX BEAMGUIDE RAIL (ONE OR TWO-WAY OPERAT	EACH	1	\$8,000.00	\$8,000.00
607.25000009	INSERT SLATS FOR SCREEN FENCING	SF	288	\$5.00	\$1,440.00
607.97000006	REMOVE AND RESET EXISTING FENCE	LF	100	\$45.00	\$4,500.00
607.98010111	TEMPORARY CHAIN-LINK FENCE	LF	48	\$25.00	\$1,200.00
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS AND VEGETATION CONTROL STRIPS	TON	10	\$350.00	\$3,500.00
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF100	LF	630	\$60.00	\$31,500.00
609.0301	STONE CURB - BRIDGE (TYPE A)	LF	66	\$66.00	\$3,630.00
610.19010020	TURF ESTABLISHMENT - PERFORMANCE	SY	684	\$15.00	\$8,760.00
611.0411	PLANTING DECIDUOUS SHRUBS - AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED	EACH	10	\$65.00	\$650.00
614.090104	TREE REMOVAL OVER 4 INCHES TO 8 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	EACH	10	\$250.00	\$2,500.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	\$138,800.00	\$138,800.00
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	8	\$150.00	\$960.00
619.080101	REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT	LF	90	\$3.00	\$150.00
619.0901	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	LF	221	\$3.00	\$663.00
619.110511	(P/VMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONALEQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATI	EACH	2	\$4,000.00	\$8,000.00
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY I (PINNING PROHIBITED)	LF	184	\$65.00	\$11,960.00
619.27	MAILBOXES	EACH	4	\$250.00	\$1,000.00
620.03	STONE FILLING (LIGHT)	CY	11	\$90.00	\$990.00
620.05	STONE FILLING (HEAVY)	CY	170	\$90.00	\$15,300.00
620.0801	BEDDING MATERIAL, TYPE 1	CY	5	\$90.00	\$450.00
625.01	BURVEY OPERATIONS	LS	1	\$18,000.00	\$18,000.00
625.05	STEEL PIN AND CAP RIGHT-OF-WAY MARKER	EACH	5	\$6.00	\$30.00
627.60140008	CUTTING PAVEMENT	LF	793	\$5.00	\$3,965.00
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	6	\$1,900.00	\$9,000.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	1	\$5,000.00	\$5,000.00
646.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH 2-BARS	SF	23	\$80.00	\$1,840.00
646.81090003	RETROREFLECTIVE SIGN POST STRIP	EACH	2	\$100.00	\$200.00
646.81	TYPE A SIGN POSTS	EACH	6	\$100.00	\$600.00
647.81	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER	EACH	3	\$100.00	\$300.00
666.0702	CAST FRAME P2, MOUNTABLE CURB BOX CM2 & RETICULINEGRATE G2	EACH	1	\$1,250.00	\$1,250.00
666.1122	WELDED FRAME AND RETICULINE GRATE 22	EACH	3	\$1,100.00	\$3,300.00
666.1202	MANHOLE FRAME AND COVER	EACH	1	\$1,400.00	\$1,400.00
666.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	1101	\$6.00	\$6,606.00
666.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	950	\$8.00	\$7,600.00
697.03	FIELD CHANGE PAYMENT	DC	1	\$94,000.00	\$94,000.00
698.04	ASPHALT PRICE ADJUSTMENT	DC	100	\$1.00	\$100.00
698.05	FUEL PRICE ADJUSTMENT	DC	100	\$1.00	\$100.00
698.06	STEEL/IRON PRICE ADJUSTMENT	DC	100	\$1.00	\$100.00
699.040001	MOBILIZATION	LS	1	\$79,000.00	\$79,000.00
				Total	\$2,944,000

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Toni Addonizio on behalf of the Rules, Enactments & Intergovernmental Relations Committee at a Regular Meeting held on July 5, 2022.

page 1

APPROVAL/ BUDGETARY AMENDMENT (22A044)/ COMMISSIONER OF FINANCE/ COUNTY ARPA PROJECTS

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to US Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic, and

WHEREAS, Putnam County has been allocated \$19.1 million through ARPA, which may be used to provide certain government services; and

WHEREAS, County Executive Odell has proposed that Putnam County ARPA funds be allocated with a focus on infrastructure as it pertains to school safety, mental health, substance abuse, food insecurity, clean water, roads, bridges, and buildings to aid in the recovery from the COVID 19 pandemic; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (22A044) to address these infrastructure needs; and

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

RESOLVED, that the following budgetary amendment (22A044) be made:

Increase Estimated Appropriations:

53097000 53000 52223	ARPA – School Safety – Infrastructure Upgrades	2,000,000
53097000 53000 51601	ARPA – Radios – Police & Fire	2,500,000
53097000 53000 52224	ARPA – Sheriff Dept Software	1,500,000
58989000 53000 52225	ARPA – Stabilization Center	2,500,000
58989000 53000 52226	ARPA – Cap Mobile Food Pantry	130,000
58989000 53000 52227	ARPA – Second Chance Food Pantry Refrigeration Units	25,000
58989000 53000 52228	ARPA – Administrative Expenses	30,000
55197000 52660 52204	ARPA – Highway Equipment	100,000
55197000 53000 52229	ARPA – Highway Infrastructure Studies	303,707
55997000 53000 51622	Fair Street - PIN 8756.09	<u>325,000</u>
		9,413,707

Decrease Estimated Revenues:

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, 2022.

Dated: July 7, 2022

Signed: _____

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Toni Addonizio on behalf of the Rules, Enactments & Intergovernmental Relations Committee at a Regular Meeting held on July 5, 2022.

page 2

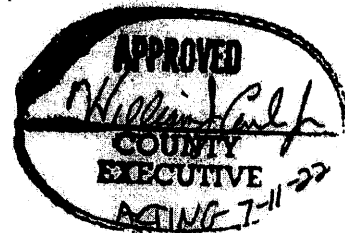
05000 45710L 50245	Bond Proceeds - Peekskill Hollow Rd	1,000,000
05000 45710M 52202	Bond Proceeds - Infrastructure	1,000,000
05000 45710M 52204	Bond Proceeds - Highway Equipment	500,000
05000 45710G 51622	Bond Proceeds - Fair Street	90,000
05000 45710H 51716	Bond Proceeds - Stoneleigh/Drew	185,000
05000 45710M 51912	Bond Proceeds - Drewville Rd Br	988,800
05000 45710M 51914	Bond Proceeds - Sprout Brook Rd Br	<u>520,000</u>
		4,283,800

Increase Estimated Revenues:

53097000 449898 52223	ARPA - School Safety - Infrastructure Upgrades	2,000,000
53097000 449898 51601	ARPA - Radios - Police & Fire	2,500,000
53097000 449898 52224	ARPA - Sheriff Dept Software	1,500,000
58989000 449898 52225	ARPA - Stabilization Center	2,500,000
58989000 449898 52226	ARPA - Cap Mobile Food Pantry	130,000
58989000 449898 52227	ARPA - Second Chance Food Pantry Refrigeration Units	25,000
58989000 449898 52228	ARPA - Administrative Expenses	30,000
55197000 449898 50245	ARPA - Peekskill Hollow Road	1,000,000
55197000 449898 52202	ARPA - Highway Infrastructure	1,000,000
55197000 449898 52206	ARPA - Highway Equipment	600,000
55197000 449848 52229	ARPA - Highway Infrastructure Studies	303,707
55997000 449848 51622	ARPA - Fair Street - PIN 8756.09	415,000
55197000 449848 51716	ARPA - Stoneleigh /Drew PIN 8761.97	185,000
55197000 449848 51912	ARPA - Drewville Rd Bridge PIN 8757.65	988,800
55197000 449848 51914	ARPA - Sprout Brook RD Br PIN 8762.13	<u>520,000</u>
		13,697,507

2022 Fiscal Impact - 0 -
2023 Fiscal Impact - 0 -

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.



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, 2022.

Dated: July 7, 2022

Signed: Diane Schonfeld

Diane Schonfeld
Clerk of the Legislature of Putnam County

MICHAEL J. LEWIS
Commissioner Of Finance



cc: all
Phys 8/17
A+A 8/24

SHEILA BARRETT
Deputy Commissioner Of Finance

Reso
Approved
#8

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance
RE: Budgetary Amendment – 23A053
DATE: August 11, 2023

2023 AUG 11 AM 11:55
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Acting Deputy Commissioner of DPW, the following budgetary amendment is necessary.

Capital Fund:

Increase Appropriations:

51997000 53000 51918 Capital - Article 9 Rehab Project \$ 225,000

Increase Estimated Revenues:

51997000 428601 51918 Transfer In - General Fund \$ 225,000

Decrease Appropriations:

55197000 53000 51509 Capital - Facility Renovation Reserve \$ 225,000

Decrease Estimated Revenues:

55197000 428601 51509 Transfer In - General Fund \$ 225,000

Pursuant to the attached memorandum, \$225,000 is being requested from the Capital Reserve funds to cover the excess costs to complete the roof replacement at the Emergency Operations Center (EOC).

Please forward to the appropriate committee.

Approved

Kevin M. Byrne -County Executive

Joseph Bellucci
Acting Deputy
Commissioner



Thomas Feighery
Administrative Director

DEPARTMENT OF PUBLIC WORKS

842 Fair Street
Carmel, New York 10512
Phone: 845-878-6331 Fax: 845-808-1908

TO: William Gouldman
Physical Chair, Putnam County Legislature

FROM: Joseph Bellucci
Acting Deputy Commissioner of DPW

DATE: August 11, 2023

RE: Physical Services Agenda

We are requesting that the attachment and request for funding be included on the Physical Services Agenda for next week's Physical Services meeting. We'll be using the Article 9 project's encumbered contingency funds (\$704,000) to cover the majority of the costs associated with this work. The proposed work is in compliance with the scope of work on the Article 9 project and the County will realize a future payback for this measure. We are requesting a fund transfer of \$225,000 to cover the remaining costs.

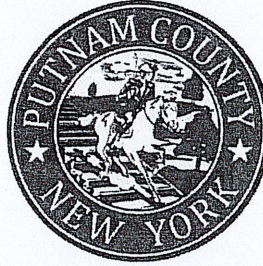
cc: Thomas Feighery, Administrative Director
Michael Lewis, Commissioner of Finance

A handwritten signature in black ink, appearing to be "JL", is written below the cc list.

cc: all
Phys 8/17

#9
Approval

Joseph Bellucci
Acting Deputy
Commissioner



Thomas Feighery
Administrative Director

TO: William Gouldman, Physical Chair of Putnam County Legislature
FROM: Thomas Feighery, Administrative Director, PCDPW
Thomas Feighery
DATE: August 10, 2023
RE: Donald B. Smith Campus upgrades to exterior buildings and grounds including but not limited to signage, awnings, and exterior work

Dear Chairman Gouldman,

We are requesting \$50,000 for Donald B. Smith Campus upgrades to exterior buildings and grounds including but not limited to signage, awnings, and exterior work.

cc: All Putnam County Legislators

2023 AUG 10 PM 3:49
LEGISLATURE
PUTNAM COUNTY
CARNEL, NY