

2

RESOLUTION

Waive building permit fee for Sean McCaghey's building of a boat rack as his Eagle Scout project.

Sam Oliverio

From: Sean McCaghey <smccaghey@gmail.com>
Sent: Thursday, July 05, 2018 6:09 PM
To: Sam Oliverio
Subject: Regarding the Building Permits for the Eagle Scout Project

Good Afternoon Mr. Oliverio, I humbly request for both you and the board to consider waiving the Building Permit fee for the boat racks that I will be making for Carrara's Beach in Lake Peekskill as part of Eagle Scout Project. I thank you for any consideration that you may afford me in this matter.

To: Town Board
From: Frank DiMarco, Parks and Recreation
Subject: Parks
Date: June 25, 2018

Please approve the following additions/changes.

1. Matthew Aviles, Seasonal Lifeguard @ \$12.00 hr. (turns 16)

4

To: Town Board
From: Frank DiMarco, Parks and Recreation
Subject: Parks
Date: July 5, 2018

Please approve the following additions/changes.

1. Kyle Carroll, Seasonal Lifeguard @ \$12.00 hr.

5

RESOLUTION

Resolved that the Town Board hereby approves the Court Settlement of June 25, 2018 in the case of the Town of Putnam Valley v. Cornu.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

(5)

-----X
TOWN OF PUTNAM VALLEY,

Plaintiff,

Index No. 544/2000

- against -

SO ORDERED
SETTLEMENT AGREEMENT

PIERRE CORNU,

Defendant.

-----X

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN Plaintiff, TOWN OF PUTNAM VALLEY, and Defendant, PIERRE CORNU by his Agent CELESTINE CORNU, non-party CELESTINE CORNU, and Referee JOAN IACONO as follows:

Whereas, by Order of this Court dated December 14, 2015, JOAN IACONO was appointed Referee with respect to the property owned by Defendant PIERRE CORNU located at 345 Oscawana Lake Road, Putnam Valley, New York; and.

Whereas, the said Court Order, a copy of which is annexed hereto as **Exhibit A**, recites the history of litigation between the parties stemming from a building which was erected and is maintained in violation of the Putnam Valley Town Zoning Code and the New York State Uniform Fire Prevention Code; and the Order, by its terms, directed Mr. Cornu to submit to JOAN IACONO, as Referee, "within ninety (90) days of the Decision, a full set of building and remediation plans in compliance with the 2010 New York State Uniform Fire Prevention and Building code together with a Bond covering the cost of repairs and compliance for submission to the Town of Putnam Valley Building Department for approval."; and the Court further directed that , "In the event Mr. Cornu chooses not to repair the property by the means set forth


the Agent for Defendant PIERRE CORNU pursuant to the aforesaid Power of Attorney on file with the County Clerk; and

Whereas, the Parties hereto desire to resolve the issues raised in the aforesaid Contempt Motion; and agree upon a procedure to bring the subject Premises into compliance with applicable zoning and building codes;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO STIPULATE AND AGREE AS FOLLOWS:

3/10
1. ^{RCL} CELESTINE CORNU is hereby added as a Party Defendant to this action *under a power of attorney* individually, and as Agent for PIERRE CORNU, her father, and submits to the personal jurisdiction of this Court in connection with this SO ORDERED SETTLEMENT AGREEMENT and the enforcement thereof.

2. The aforesaid deed conveyance from PIERRE CORNU to CELESTINE CORNU by Power of Attorney is hereby approved by the Parties hereto subject to the provisions of this Settlement Agreement; and is confirmed as a deed of conveyance of the entire interest of PIERRE CORNU in the subject premises located at 345 Oscawana Lake Road, Putnam Valley, New York to CELESTINE CORNU, who shall hereinafter be deemed to be the rightful owner of same in fee simple absolute free and clear of any interest of PIERRE CORNU.

3. CELESTINE CORNU shall place the subject premises on the market for sale with a real estate broker participating in Hudson Gateway Multiple Listing at fair market value. The property shall be listed forthwith, and the listing shall state that the purchaser of the subject Premises will be required to either demolish the building, or bring it into compliance with the present Town of Putnam Valley Zoning Code, and NYS Building Codes, within a period of ~~six~~ ^{RCL 5/10} *one year* 

removal shall be assessed to the subject real property and shall be paid as part of the real property taxes on the subject premises.

6. The Referee, Joan Iacono, shall supervise the sale of the subject premises and shall decide and determine all disputes which may arise in connection with same. Such decision or determination shall be deemed final and binding upon the parties without the opportunity for further appeal to the Court, which right is expressly waived by all parties.

7. CELESTINE CORNU represents and warrants that she has full authority to enter into this agreement and to effectuate the provisions thereof. She further represents that the above referenced Power of Attorney remains in full force and effect and has not been revoked

or suspended. A CONFIRMATORY LETTER FROM PIERRE CORNU ^{RCL}
DATE JUNE 25TH 2018 IS ANNEXED HERETO WITH THE ^{3/2} POWER OF ATTORNEY AS ^{SC} EXHIBIT D.

8. All parties agree to cooperate fully and execute any and all supplementary documents not specifically referenced herein, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Stipulation and to undertake and/or complete the transfers and/or transactions contemplated by this Stipulation.

9. This Settlement Agreement and Stipulation may be executed in duplicate counterparts, each of which shall constitute an original, and all of which shall be deemed a single document. Signatures may be transmitted via facsimile, or electronically. All signatures need not be on the same copy.

10. The foregoing constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein. This agreement may not be modified, amended or terminated except by written agreement of the parties.

threat, intimidation, or promise not expressly contained in this Agreement. She has read this Settlement Agreement in its entirety and understands and agrees with the provisions thereof.

16. The Court shall retain jurisdiction over this matter to provide such other and further relief as shall be necessary to any Party in the enforcement of the provisions of this Stipulation of Settlement, or otherwise.

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17, THIS SETTLEMENT AGREEMENT SHALL BE SUBJECT TO RATIFICATION BY THE PUTNAM VALLEY TOWN BOARD WITHIN 30 DAYS.

Dated: ~~May 16~~, 2018


TOWN OF PUTNAM VALLEY

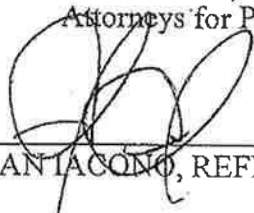
BY: 

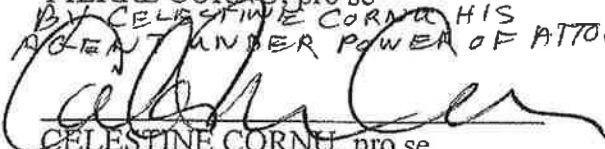
DANIELS, PORCO AND LUSARDI

BY: 


ROBERT C. LUSARDI
Attorneys for Plaintiff


PIERRE CORNU, pro se
BY CELESTINE CORNU HIS
AGENT UNDER POWER OF ATTORNEY


JOANTACONO, REFEREE


CELESTINE CORNU, pro se

SO ORDERED:


Hon. Victor G. Crossman, J.S.C.

6/26/2018

To commence the 30 day statutory
time period for appeals as of right
(CPLR 5513(a)), you are advised to
serve a copy of this order, with
notice of entry, upon all parties

PUTNAM COUNTY
CLERK

2015 DEC 15 PM 4:39

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

-----X
TOWN OF PUTNAM VALLEY,

Plaintiff-Respondent,

-against -

PIERRE CORNU,

Defendant-Appellant.

-----X
GROSSMAN, J.S.C.

DECISION & ORDER

Index No. 544/2000

By way of background, in 2000, Plaintiff Town of Putnam Valley commenced this lawsuit, seeking injunctive and declaratory relief on the ground that Defendants Cornus have performed work to their Oscawana Lake Road home in violation of the Town Zoning Code and the New York State Uniform Fire Prevention and Building Code ("Building Codes"). Allegedly, the subject construction took place during the period of time between the 1990's and the mid-2000's. The original action was commenced in the year 2000, and the parties have executed Stipulations over the years in the hopes of resolving the issues. At one point, Defendant was held in contempt and incarcerated. Previously, this Court, by Order, discontinued the action against Defendant's Wife. The matter was restored to the Court's calendar on Plaintiff's application arising from the belief of continued violations of the Zoning and Building Codes. Thereafter, the parties acknowledged to the extent that Building, Fire, Electrical, Plumbing ("Building Codes"), and other structural code revisions had occurred since the parties Stipulation, the purpose of the Stipulation was frustrated and the matter required a fresh look. In addition, the undersigned, at

Defendant claims that the changes he has made were in compliance with the Codes in effect at the time, but that fact has not been satisfactorily established. In addition, certain documents prior to 1996 are missing from Town records. There has been a clear evolution in Building Codes from a 1984 Code with revisions through 1997, a 2000 Code and a 2010 Code, and it is claimed by Plaintiff that many of the violations of the 2010 Code are also violations of the 1984 Code. Putnam Valley Building Inspector Richard Quaglietta testified to numerous violations including an exposed florescent fixture near a bathtub, electrical wiring and copper pipe that is not properly sleeved as it goes through concrete, improperly installed rebar, and multiple wiring hazards. These violations, and others, would not only violate current codes, but also prior ones.

Mr. Cornu represented himself and testified in his own behalf. He acknowledged a desire to bring the property up to Code compliance, but he disputed the obligation to comply with the 2010 Code because the building pre-exists the 2010 Code. He also stated some things are impossible to determine after the building exists. He claimed the building is no longer useful to him, but he cannot sell it or use it because it lacks a Certificate of Occupancy. He is unwilling to pay to repair it, and he believes the Town is attempting to take his property. He also claimed that various "Stop Work" Orders issued by the Town over the years prevented him from complying or finishing the work. Mr. Cornu's testimony was supported to some degree by the testimony of John A. Lantini, a Registered Architect. Mr. Lantini believed the core of the building was habitable but ongoing maintenance and cosmetic repairs were needed. He estimated that Code compliance could cost as much as \$150,000.00. He also said that further inspections and some demolition work would be necessary to determine the full scope of needed repairs. For example, he has not verified the footings are proper and that excavation is necessary to determine the

necessary permits shall be issued and construction shall move forward as expeditiously as possible by licensed contractors. In the event of disapproval, Mr. Cornu shall be given a thirty (30) day opportunity to remedy the reasons for disapproval. In the event Mr Cornu chooses not to repair the property by the means set forth herein, or fails to submit the plans as required herein, the Referee shall have full power to list and sell the property. Upon such sale, the Referee shall satisfy any liens, encumbrances, judgments, or tax obligations as well as the costs of sale and provide an accounting to the Court. The Referee shall also submit an application for her fees at the rate of \$250.00 per hour, together with costs and disbursements. In the event the property is listed for sale, Mr. Cornu shall be given an opportunity to retrieve all his possessions, and remove all artwork prior to sale. The Referee is subject to the requirements of Rule 36.2(c) of the Chief Judge, and if the Referee is disqualified from receiving an appointment pursuant to the provision of that Rule, the Referee shall notify the undersigned forthwith. By accepting this appointment, the Referee certifies that she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including but not limited to, Section 36.2(e) ("Disqualifications from Appointment"), and Section 36.2(d) ("Limitations on appointments based upon compensation").

The foregoing constitutes the Decision and Order of the Court.

Dated: Carmel, New York
December 14, 2015


HON. VICTOR G. GROSSMAN, J.S.C.

EXHIBIT B

SCHEDULE A- DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in Putnam Valley, Putnam County, New York, known as Lots numbered 1 to 7 inclusively (hereinafter designated as Tract 1) and a portion of Lot No. 1A (hereafter designated as Tract 2) on a Map of Camp Lookout filed by Clifford Country Estates, Inc. in Putnam County Clerk's Office on September 16th, 1927, under Map No. 79C and bounded and described as follows: Tract 1 Tract 2 Oscawana Lake Road Putnam Valley, N.Y. 10579 TM54-2-9 Town of Putnam Valley .75 of Lot 1A M 79C Lots 1-7 Map 121A OSC LK RD. County of Putnam

EXHIBIT C

EXHIBIT D

**POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM**

(a) **CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) **DESIGNATION OF AGENT(S):**

I, PIERRE CORNU, residing at 345 Oscawana Lake Road, Putnam Valley NY 10579
(name and address of principal)

hereby appoint:

CELESTINE CORNU, residing at 409 Smith Street, Apt. 2, Peekskill NY 10566
(name and address of principal)

as my agent(s).

If you designate more than one agent above, they must act together unless you initial the statement below.

() My agents may act SEPARATELY.

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, you MUST complete the Statutory Gifts Rider.

ADDITIONAL GRANTS OF AUTHORITY

(Q) I give my agent(s) the authority to represent me, or obtain representation for me, in all matters pertaining to or intending to qualify me for any programs of government assistance and entitlement programs, (including but not limited to Social Security, Medicare and Medicaid). This authority includes submission of applications or claims, execution of any and all documents in connection with said claims, representation in any fair hearings, appeals or litigation regarding such claims.

(R) I give my agent the authority to access safe deposit boxes or other places of safekeeping standing in my name alone or jointly with another, including drilling, if necessary; to contribute to or remove any or all of the contents thereof and to surrender or relinquish said safe-deposit box. Any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

(S) I give my agent(s) the authority to change or maintain my domicile and/or residency for any and all purposes, including placement in an assisted living facility or nursing facility if necessary for the level of care I may require; to take any and all actions necessary to effectuate the foregoing, including but not limited to the power to execute a Statement of Intent to Return Home if I am ever in the hospital, nursing home, or rehabilitation center and to execute or waive any right of homestead that I may have.

(T) I give my agent(s) the authority to serve as the guardian of my person and property and to serve without bond, in the event that I shall be declared unable to manage my affairs pursuant to Article 81 of the Mental Hygiene Law of the State of New York or any successor or corresponding statute.

(U) I give my agent(s) the authority to obtain, review, photocopy and release to any individual any or all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including, if applicable, all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given my agent(s) shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information.

(V) I give my agent(s) the authority to borrow money on such terms and with such security as my agent(s) may decide in his/her sole discretion and execute all notes, mortgages and other instruments relating thereto; to make loans to any third party, including any agent(s) named in this instrument, provided that such loan is secured by a legally enforceable promissory note and to deal with payments pursuant to loans, including the power to collect and pay debts (including debts to the agent(s) herein appointed);

(W) I give my agent(s) the authority to prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years including, but not limited to, IRS forms 1040, 1040A and 2848 or the equivalents; to prepare, sign and file gift tax returns with respect to gifts made by me or by my agent(s) hereunder, if authorized by a Statutory Major Gifts

(~~7/6~~) (GG) I hereby revoke any and all prior Powers of Attorney.

MONITOR:

Unless reasonable cause exists to require otherwise, the agent shall not be obligated by the monitor to provide financial details or accountings more frequently than annually.

COMPENSATION of AGENT: (Delete as necessary)

1. Agent shall be compensated for services in handling my financial affairs at the same rate as that of an executor or administrator of an estate; and may pay said compensation from the funds in his/her hands following the close of each calendar year or more frequently. The commission shall be calculated upon the amount of money received by him/her as income and upon income paid out, whether such income is derived from the corpus of the estate or from any other source, and also a commission for receiving and paying out corpus of the estate paid out during the period. The commissions on income and principal shall commence each year at the initial bracket
2. "Reasonable compensation" shall be defined as that which someone performing the same or similar duties in the area in which I am living is compensated. I.e. for bookkeeping and bill paying, what is fair and reasonable in my geographic area shall be paid to my agent. If there is nothing exact, then the most similar work compensation shall be used
3. My agent(s) shall be compensated at a rate of \$ /hr. for services rendered pursuant to this power of attorney.
4. If my agent is an attorney, accountant, or other applicable professional and renders legal, accounting or other applicable professional services on my behalf while serving as my agent, my agent may/shall be compensated for such services at my agent's professional rate existing at the time that services have been rendered by my agent(s). The forgoing compensation may be paid by my agent(s) from my funds in his/her possession following the close of each calendar year or more frequently, in the sole discretion of my agent(s).

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

(~~7/6~~) (SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Statutory Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below:

() I wish to designate _____, whose address(es) is (are) _____ as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(p) SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and the SUCCESSOR agent(s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

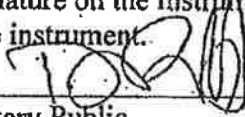
I, CATHERINE CORNU-QUINN, have read the foregoing Power of Attorney. I am the person identified therein as SUCCESSOR agent for the principal named therein.

Successor Agent(s) sign(s) here: ==>


CATHERINE CORNU-QUINN

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the 14 day of September, 2016, before me, the undersigned, personally appeared CATHERINE CORNU-QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DANIEL PANCOTTI
Notary Public, State of New York
No. 02PA0185162
Qualified in New York County
Commission Expires May 25, 2020

- (P/C) 2. Any modifications/grants of authority herein shall also apply to an agent(s) who is authorized to make major gifts or other transfers to himself or herself pursuant to section (c) below.
- (P/C) 3. The class of beneficiaries for gifting is expanded as follows: any transfers made shall be done in accordance with my estate plan as evidenced by my Last Will and Testament or an Inter Vivos Trust, including contingent beneficiaries.
- (P/C) 4. If any one or more of the provisions contained in this Modifications section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Statutory Major Gifts Rider shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (P/C) 5. I give my agent(s) the authority to open modify or terminate a deposit account in the name of the principal, with others as joint tenants or any other joint account; same regarding an ITF bank account or a TOD account, including the authority to change the beneficiary or beneficiaries of such accounts.
- (P/C) 6. I give my agent(s) the authority to change the beneficiary of insurance on the life of the principal or on an annuity contract for the benefit of the principal; to procure new, different or additional insurance on the life of the principal or annuity contracts for the benefit of the principal and to designate the beneficiaries; to designate or change the beneficiary or beneficiaries of any type of retirement benefit or plan.
- (P/C) 7. I give my agent(s) the authority to create, fund, amend, add to or terminate revocable or irrevocable inter vivos trusts and to create, change or terminate other property interests or rights of survivorship, and designate or change the beneficiary or beneficiaries.
- (P/C) 8. My agent(s) may deal with and collect proceeds from life, health and long-term care insurance including the power to borrow from or surrender such policies.
- (P/C) 9. My agent(s) may enter into a pooled Trust agreement, promissory notes, may purchase a life estate, or take any other measures necessary or advisable for estate or health care planning.
- (P/C) 10. I give my agent(s) the authority to make statutory elections pursuant to Section 5-1.11-A of the Estates, Powers and Trusts Law of the State of New York, without court approval; to consent to or object to probate or an accounting, or any compromise or settlement thereto; and to execute any receipt, release or other agreement settling the account of any fiduciary and discharging him/her for liability therefore.
- (P/C) 11. I give my agent(s) the authority to create, exercise or release a power of appointment pursuant to Article 10 of the Estates, Powers and Trust Law of the State of New York, or any similar or successor law, including the power to create, exercise or release a power of appointment in favor of himself or herself, his or her creditors, his or her estate or the creditors of his or her estate.
- (P/C) 12. I give my agent(s) the authority to give a gift or other transfer to an individual authorized by this subdivision. This gift may be made outright, to a trust established or created for such individual, to a Uniform Transfer to Minors Act account for such individual (regardless of who is the custodian) or to a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code for the benefit of such individual (without regard to who is the account owner or responsible individual for such account).
- (P/C) 13. My agent(s) is authorized to make gifts to charities or individuals so long as such gifts are consistent with a gifting pattern I have established previously. For example, charitable pledges, regular gifts to my church, synagogue or other place of worship or other charities or family gifting may be carried out or continued at the levels I have previously given.

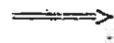
(d) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Statutory Gifts Rider.

(e) SIGNATURE OF PRINCIPAL AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on 9/14, 2016.

PRINCIPAL signs here



Pierre Cornu
PIERRE CORNU

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the 14 day of September 2016, before me, the undersigned, personally appeared PIERRE CORNU, 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.

DANIEL PANCOTTI
Notary Public, State of New York
No. 02PA6185182
Qualified in New York County
Commission Expires May 25, 2020

[Signature]
Notary Public

(f) SIGNATURES OF WITNESSES:

By signing as a witness, I acknowledge that the principal signed the Statutory Gifts Rider in my presence and the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the principal has stated that this Statutory Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of gifts.

[Signature]
Signature of witness 1

9/17/16
Date

Daniel Pancotti
Print Name

1st Skynop Dr
Address

Pleasantville NJ 08510
City, State, Zip code

Jemica D. Alfred
Signature of witness 2

9/14/16
Date

Jessica D. Alfred
Print Name

2577 Route 301
Address

Carmel NY 10512
City, State, Zip code

(g) This document prepared by: Modica-Snow & Pancotti, Attorneys at Law

6

To: Town Board Members

From: Lisa Kroohs-Putnam Valley Parks and Recreation

Date: 6/9/17

Re: Additional PV Day Camp Staff 2018

| PUTNAM VALLEY DAY CAMP STAFF – 2018 | | |
|--|----------------------|---------------------|
| Substitute Junior Counselor | Magen Meenan | \$8.79 hour |
| Permanent Substitute | Michael Roman | \$2800.00 |
| Recreation Assistant Part Time | Alec McDonald | \$10.20 hour |



9

Town of Putnam Valley

To: Putnam Valley Town Board

From: Susan L. Manno

Date: July 5, 2018

Subject: Amend Resolution #R18-210
Authorize Town Supervisor to sign contract with Electrical Engineer

I formally request that the Putnam Valley Town Board amend Resolution #R18-210 authorize the Town Supervisor to sign the contract with Kohler Ronan, LLC in the amount of **\$14,000.00** to oversee the purchase and installation of a generator that will provide power to both the Town Hall and the Parks & Recreation Building. The original Resolution was approved for \$14,000.00, the Proposal amount is **\$14,500.00**.

10

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS – DISTRICT CLERK
Date: 6/26/2018
Re: LAKE PEEKSKILL BEACH MONITORS

I formally request that the following be appointed as a Beach Monitor for the Lake Peekskill District for the 2018 season, effective June 30, 2018, at the rate of \$9.50 per hour with no benefits. Mr. Catrini will work as a substitute monitor as needed.

WILLIAM CATRINI

Joseph K. Hertelendy
General Foreman

(845) 526-3333 phone
(845) 526-4729 fax



Margaret Bradley
Senior Typist

E-mail address:
LCOBB@PUTNAMVALLEY.COM

Joann Carroll
Part-time Clerk

Hours of operation:
7:00 AM - 3:30 PM Monday - Friday

Town of Putnam Valley Highway Department

July 3, 2018,

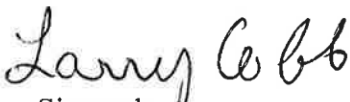
MEMORANDUM

TO: Sam Oliverio
Members of the Town Board

FROM: Larry Cobb

RE: change in hourly wage

I am requesting that the hourly wage for Joann Carroll part-time secretary be raised from \$12.50 to \$13.50 per hour effective July 5, 2018. The hourly wage has not been changed in 2 years.


Sincerely,
Larry Cobb

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

Joseph Castellano *Chairman*
Toni Addonizio *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*



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

July 5, 2018

The Honorable Sam Oliverio, Supervisor
Town of Putnam Valley
265 Oscawana Lake Road
Putnam Valley, NY 10579
soliverio@putnamvalley.com

Dear Supervisor Oliverio,

In recent years, many discussions have been had in the Putnam County Legislature's Rules, Enactments, and Intergovernmental Relations Committee exploring the possibility and potential benefit of a county-wide Taxi and Limousine Commission. This topic was again discussed at the June 19, 2018 Committee Meeting. The most recent issue brought to the Committee by a local taxi company owner was the lack of reciprocity between Putnam County and Westchester County, and the hardship this brings to Putnam-based transportation services.

Currently, under Section 181 of the New York State General Municipal Law, cities, towns, and villages are authorized to regulate taxicabs and limousines, but counties generally are not. In order for a county-wide Taxi and Limousine Commission to be created, authorization must be granted to Putnam County by the New York State Legislature, as it has been to Westchester, Dutchess, and certain other counties. Such authorization is not likely to be granted to Putnam County unless the towns and villages within Putnam are willing to relinquish their authority to the County.

Therefore, I respectfully request the Town of Putnam Valley provide its opinion as to whether or not it would be in favor of Putnam County pursuing the creation of a county-wide Taxi and Limousine Commission. Thank you for your attention to this important matter. If you have any questions or concerns, please do not hesitate to contact the Legislative Office.

Sincerely,

Neal Sullivan
Chairman, Rules, Enactments, & Intergovernmental Relations Committee
Legislator, District #9

/bg

13

A

July 02, 2018

To: Town Board

From: Sherry Howard

Subject: Permissive Referendum

I respectfully request the Putnam Valley Town Board authorize the Supervisor to approve the expenditures needed to run the Permissive Referendum on lease of property behind the Highway Garage to Homeland Towers. The approximate amount of money needed, excluding the poll workers hired to work on August 21, 2018 at the election site, will be \$6,500.00. This includes voting machine delivery, set-up, polling rental fee, cost of ballots, absentee ballot mailing, poll books, test deck, legal notices etc.

Thank-you,

Sherry Howard

Town Clerk

July 02, 2018

To: Town Board

From: Sherry Howard

Subject: Permissive Referendum

I respectfully request the Putnam Valley Town Board authorize the Supervisor to designate the vote for a Permissive Referendum for the leasing of 3112 square feet of space adjacent to the Town Highway Garage to HOMELAND TOWERS, LLC for the purpose of installing a telecommunications tower and ancillary equipment to provide cellular telephone service to areas without service. The hours of the opening and the closing of the poll will be from 12 noon to 8:00 PM. The vote will take place in the Putnam Valley Court Room., 265 Oscawana Lake Road, Putnam Valley, New York 10579 on August 21, 2018. In addition, I respectfully request the Putnam Valley Town Board authorize the Supervisor to sign the Agreement and Release of Liability Contract between the Town of Putnam Valley and the County of Putnam in order for us to use their equipment and privacy booths etc.

The proposition shall read as follows:

“Shall the Town of Putnam Valley lease 3112 square feet of space adjacent to the Town Highway Garage to HOMELAND TOWERS, LLC for the purpose of installing a telecommunications tower and ancillary equipment to provide cellular telephone service to areas without service?”

YES 0

NO 0

Be it further resolved that absentee balloting shall be allowed at such Permissive Referendum.

Thank-you

13C

July 6, 2018

To: Town Board

From: Sherry Howard

Subject: Permissive Referendum

I respectfully request the Putnam Valley Town Board authorize the Supervisor to sign the Agreement and Release of Liability Contract between the Town of Putnam Valley and the County of Putnam in order for us to use their equipment and privacy booths etc. for the Permissive Referendum for the leasing of 3112 square feet of space adjacent to the Town Highway Garage to Homeland Towers, LLC for the purpose of installing a telecommunications tower and ancillary equipment to provide cellular service to areas without service. The hours of the opening and the closing of the poll will be from 12:00 Noon to 8:00 PM. The vote will take place at the Putnam Valley Town Hall Court Room., 265 Oscawana Lake Road, Putnam Valley, New York 10579.

Thank-you,

Sherry Howard

Town Clerk

13D

July 6, 2018

To: Town Board

From: Sherry Howard

Subject: Permissive Referendum poll workers

I respectfully request the Putnam Valley Town Board authorize the Supervisor to approve the expenditures needed to hire poll workers/technicians for the Permissive Referendum on the leasing of the property behind the Highway Garage to Homeland Towers, LLC. The vote will take place at the Putnam Valley Town Hall on August 21, 2018. The workers hired are as follows:

| <u>Name</u> | <u>Position</u> | <u>Amount</u> |
|-----------------------|----------------------------|------------------|
| Michael Adamovich | Coordinator | \$200.00 |
| May T Anderson | Chairperson | \$171.90 |
| Paula M. Manolio-Rios | Chairperson | \$171.90 |
| Diane Malek | Voting Machine Inspector | \$156.30 |
| Natalia M. Stockinger | Voting Machine Inspector | \$156.30 |
| Doris Gragert | Inspector Table #1 | \$140.70 |
| James E. Zupan | Inspector Table #1 | \$140.70 |
| Michelle Stephens | Inspector Table #1 | \$140.70 |
| Pamela Adamovich | Inspector Table #2 | \$140.70 |
| Victor Whitney | Inspector Table #2 | \$140.70 |
| Elizabeth Stockinger | Inspector Table #2 | \$140.70 |
| Karl Kircher | Voting Machine Technicians | \$30.77 per hour |
| Christopher Primavera | Voting Machine Technicians | \$30.77 per hour |
| Marjorie Kaplan | Alternate | only if needed |
| Carol Sukup | Alternate | only if needed |