

**TOWN OF SOUTHEAST**  
**1360 Route 22**  
**Brewster, New York 10509**  
**Thursday, February 19, 2026**  
**EXECUTIVE SESSION 6:00 P.M.**  
**WORK SESSION/REGULAR MEETING 7:00 P.M.**

**Pledge of Allegiance**  
**Notation of Exits**  
**Turn Off/Put on Vibrate – All Electronic Devices**

**Executive Session:**

1. Personnel Matters
2. Contractual Matters
3. Interim Supervisor Interviews

**Public Hearing:**

1. 2026 Water District Rates

**Work Session:**

1. Discussion – Special Districts Quarterly Update – Bruce Bridges, Ron Hund, VRI
2. Discussion – Updated MS4 Binder and Draft Annual Report for 2025
3. Discussion – HSRD Holdings, LLC., Tax Map #55.-1-37, Amend Zoning Map Referral to Planning Board
4. Discussion – Amendment of Lease Agreement - Cultural Arts Coalition
5. Discussion – Contract with Aspect 120 Landscape Architecture PC
6. Discussion – Moratorium - Data Centers
7. Discussion – Highway Vehicle Purchase – 2027 Western Star plow truck
8. Discussion – Support of Energy State of Emergency
9. Discussion – 67 Main Street Subdivision – Professional Valuation Services Agreement

**Regular Meeting:**

1. Correspondence
2. Approval of Voucher List
3. Supervisor's Report

#### 4. Setting of Meeting Dates and Public Hearings

All meetings will be held at 1360 Route 22, Brewster, New York  
At 7:00 P.M. unless otherwise noted:

Thursday, March 5, 2026

Thursday, March 19, 2026

5. Resolution – Appoint Interim Town Supervisor
6. Resolution – Authorization for Town Supervisor to Sign Amendment to Lease Agreement – Cultural Arts Coalition
7. Resolution – Authorization for Town Supervisor to Sign Contract for Aspect 120 Landscape Architecture PC
8. Resolution – Support of Energy State of Emergency
9. Resolution – Highway Vehicle Purchase – 2027 Western Star plow truck
10. Resolution – 67 Main Street Subdivision – Professional Valuation Services Agreement
11. New Business

**Recognition of Public/Public Comment**

**Recognition of Town Board/Town Board Comment**

## *Short Environmental Assessment Form*

### *Part 1 - Project Information*


#### Instructions for Completing

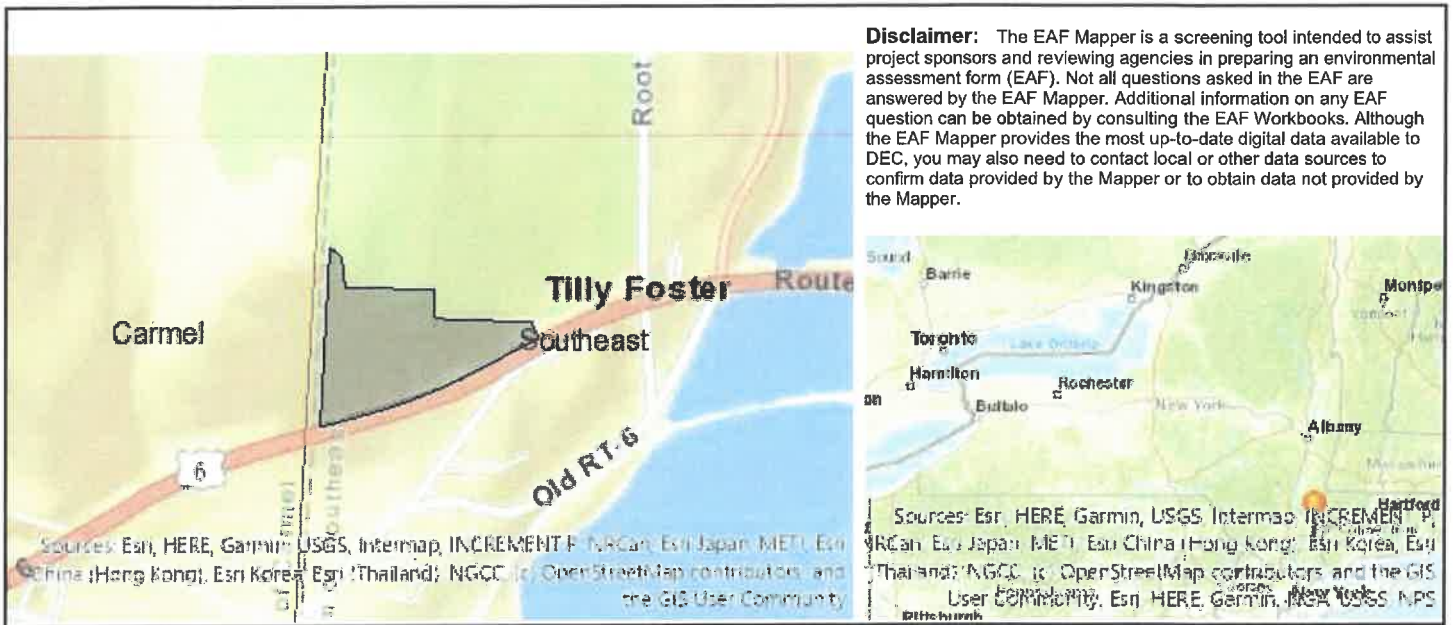
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Middle Branch Commons			
Project Location (describe, and attach a location map): 2100 Route 6			
Brief Description of Proposed Action: The applicant is seeking a zone change for the property from the Residential (R-60) zoning district to the Gateway Commercial (GC) zoning district. Surrounding properties are currently zoned commercial; therefore, it is appropriate for a zone change of the subject parcel to commercial as well.			
Name of Applicant or Sponsor: HSRD Holdings, LLC c/o Byron Voutsinas		Telephone: 631-338-6439 E-Mail: byronvfp@gmail.com	
Address: 31 Hillside Trail			
City/PO: Mahopac		State: NY	Zip Code: 10541
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Southeast Town Board Zone Amendment, Planning Board: Zone Amendment Report to Town Board			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			8.17 +/- acres 0 acres 8.17 +/- acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Golf Course, Church <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ New well proposed onsite. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ New ssts proposed onsite. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? * stream located on adjoining properties b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Northern Long-eared Bat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Storm runoff will be directed to established conveyance systems. Said systems to be determined during the site plan preparation process.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Practice to be determined during site plan preparation process.		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EAF Mapper Checked Yes; however, no hazardous waste issues on this lot or adjoining are known.		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Zac Pearson, PE</u> <u>Insite Engineering, Surveying &amp; Landscape Architecture, P.C.</u> Date: <u>2-6-26</u>		
Signature: <u></u> Title: <u>Principal Engineer</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

*Shilling & Smith, P.C.*

*Attorneys at Law*

*1961 Route 6, Suite U3*

*Carmel, New York 10512*

*Email: waslaw@shillinglegal.com*

*William A. Shilling, Jr.*

*Phone (845) 225-7500*

*Frank J. Smith III*

*\*Also Admitted in CT*

*Fax (845) 225-5692*

January 12, 2026

Town Board of the  
Town of Southeast  
1360 Route 22  
Brewster, NY 10509

Re: HSRD Holding LLC

Dear Members of the Board:

Applicant HSRD Holding LLC seeks a zoning change for property located at 2100 Route 6, Brewster, New York. The Tax Map Number is 55.-1-37. The Zoning District is R60. The applicant seeks a zoning change to commercial entitlement.

It is significant that the current assessment for the property is vacant commercial (emphasis added). The property consists of one parcel which is 8.17 acres. Applicant seeks a zone change for this parcel to "commercial". It is also significant that all adjoining properties are currently zoned "commercial". pursuant to §138 of the Southeast Town Code a zone change is appropriate.

New York Case Law provides clearly that the size of the parcel is not the sole factor in determining whether a zoning change is "spot zoning".

Further, small lots may be approved for change and do not per se constitute spot zoning if there is a reasonable basis and other factors that weigh against a finding of spot zoning. These factors are whether the change is in character with the surrounding area and consultation with the Comprehensive plan (*Town of Henderson*, 283 2d 440). Such is the case herein

The current zoning renders the subject parcel a virtual "residential island" within the commercial properties neighboring the lot. This is evidenced by the current assessment recognizing the lot as "commercial".

It is requested that the matter be referred to the Planning Board for a report pursuant to §138-92 of the Southeast Town Code.

Respectfully submitted,

*William A. Shilling, Jr. / mb*

William A. Shilling, Jr.

WAS:mb

**Town of Southeast Town Board**  
**Application for 280-a/Special Permit/Zoning Change/  
 Zoning Text Change**

**Applicant Information:**

Applicant Name: HSRD Holdings, LLC c/o Byron Voutsinas  
 (If a proprietorship or partnership, give name of owners. If a corporation, give name of officers)  
 Address: 31 Hillside Trail, Mahopac, NY 10541  
 Phone Number: 631-338-6439 Fax: \_\_\_\_\_  
 E-mail: byronvfp@gmail.com  
 Applicant's Relationship to property: Owner

Name of Property Owner  
 (if different from above): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Has the property owner been notified of the proposed action? Yes: X No: \_\_\_\_\_

Applicant's Primary Representative (Architect/Engineer/Lawyer): William Shilling, Esq.  
 Address: Shilling & Smith, P.C. 1961 Route 6, Suite U3 Carmel, New York 10512  
 Phone Number: (845) 225-7500 Fax: (845) 225-5692  
 E-mail: waslaw@shillinglegal.com

**Application Information:**

Project Name: Middle Branch Commons  
 Address: 2100 Route 6  
 Land is recorded by Deed or Deeds in the County Clerk's Office as follows:  
 Date 08-28-2024 Liber: 2368 Page: 289  
 Tax Map No(s): 55. Block No(s): 1 Parcel No(s): 37  
 Acres: 8.17 +/- Number of Parcels: 1  
 Zoning District: R-60 School District: Brewster Central

Are there any waivers of Town of Southeast regulations required for this Project?  
 (If yes, please request in writing and specify the code section in your request.) Yes: \_\_\_\_\_ No: X

Does the project site contain wetlands, wetland buffers, or other controlled areas  
 as defined by Chapter 78 of the Code of the Town of Southeast? (If yes, please  
 complete the Wetland Permit Section) Yes: \_\_\_\_\_ No: X

**Disclosure Statement (pursuant to Section 809 of the General Municipal Law)**

A. Nature and Extent of Interest of any State Official or Municipal Officer or Employee in this Application,  
 Petition, or Request (set forth in detail):  
None

B. Statement that no State Official or Municipal Officer or Employee in this Application, Petition, or Request:  
None

The undersigned Applicant, Petitioner or Person (Firm) making this request certifies by signature on this Disclosure Statement that, in accordance with the Provisions of §809 of the General Municipal Law, except as stated in A above, no State Officer, or any officer or employee of the Town of Southeast or any municipality of which the Town is a part has any interest in the person or firm (partnership or association) making the above application, petition, or request.

Signed:

*Byron N Voutsinas*

(Applicant, Petitioner or Authorized Representative)

By:

Byron Voutsinas

(Name and Title)

Date:

1-10-26

The above information is complete and factually correct to the best of my knowledge:

Applicant's Signature

*Byron N Voutsinas*

Date 1-10-26

**FOR OFFICE USE ONLY (DO NOT WRITE BELOW THIS LINE):**

**Identification of Application, Petition, or Request:**

To (please check all that apply):

Southeast Town Board

For (please check all that apply):

**In addition to the fee schedule below, all applications listed below require a public hearing. The public hearing fee is \$200.00, plus the fee associated with your application.**

	<i>Fee:</i>		<i>Fee:</i>
<input type="checkbox"/> 280-a	N/A	<input type="checkbox"/> Zoning Text Change	\$ 5,000.00
<input type="checkbox"/> Special Permit	N/A *	<input type="checkbox"/> Public Hearing	\$ 225.00
<input type="checkbox"/> Zoning Change	** \$ 500.00		

Date:

Total Application Fee:

\* See Public Hearing Fee.

\*\* There will be an additional \$50.00 Zoning Change fee for each acre over 5 acres.

**Please submit all documentation and fees to: Southeast Town Clerk, 1360 Route 22, 10 days prior to the Town Board Meeting at which you wish your application to be heard.**







**Nick Durante**  
Supervisor

## Town of Southeast

1360 Route 22  
Brewster, New York 10509  
Tel. (845) 279-5345  
Fax (845) 278-2453  
Email [supervisor@southeast-ny.gov](mailto:supervisor@southeast-ny.gov)

### Town Board

Eric Cyprus  
Eric Larca  
Wendy Lewis  
Alex Mazzotta

### Town Attorney

Willis H. Stephens, Jr.

February 6, 2026

Olenna Truskett, President  
Town of Southeast Cultural Arts Coalition  
67 Main Street, Suite 101  
Brewster, NY 10509

Re: Old Town Hall, 67 Main Street, Brewster, NY  
NYSCA Capital Projects Grant

Dear Ms. Truskett:

This will serve to confirm that the Town of Southeast Cultural Arts Coalition, tenant of the Town's building known as Old Town Hall, has permission to undertake the exterior work necessary to complete the fire stair project outlined in your 2026 Capital Grant application to the New York State Council on the Arts.

Please be advised that all work conducted on the subject premises shall be done in accordance with all applicable Building Code(s) and on plans approved by the Town Building Inspector and Town's Consulting Engineer.

Best regards,

*Eric Larca*

Eric Larca, Deputy Supervisor

cc: Lindsay Turley  
Katie Steger  
NYSCA Capital Grants  
[CapitalProjects@arts.ny.gov](mailto:CapitalProjects@arts.ny.gov)  
300 Park Avenue South, 10th Floor, New York, NY 10010

## **FIRST AMENDMENT OF LEASE AGREEMENT**

This **FIRST AMENDMENT OF LEASE AGREEMENT** (this "**First Amendment**") is made as of the 5<sup>th</sup> day of February 2026, by and between the TOWN OF SOUTHEAST, a municipal corporation organized and existing under the laws of the State of New York ("**LANDLORD**"), and the TOWN OF SOUTHEAST CULTURAL ARTS COALITION ASSOCIATION, INC. (TOSCAC), a Not-for-Profit Corporation organized and existing under the laws of the State of New York ("**TENANT**").

WHEREAS, the Parties entered into a LEASE, dated as of January 1, 2016 (the "**LEASE**"), concerning the use and occupancy of certain real property located at 67 Main Street in the Village of Brewster, County of Putnam, and State of New York and being more particularly described in the LEASE (the "Subject Premises"); and

WHEREAS, LANDLORD and TENANT desire to amend the terms of the LEASE as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained herein, and other good and valuable considerations exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties represent and warrant that the recitals to this Amendment are accurate and correct and incorporate them in this Amendment. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the LEASE, unless the context clearly indicates a contrary intent.

2. **SECOND PARAGRAPH OF LEASE:** Second paragraph of Lease shall be amended as follows in accordance with the Memorandum of Understanding between Parties dated June 30, 2015:

Landlord hereby leases to and Tenant hereby leases from Landlord so much of the building commonly known as Old Town Hall, 67 Main Street, Brewster, NY 10509 as includes a portion of the basement (1st floor) and the theater level (3rd floor of Auditorium, Dressing Rooms, and Balcony) in the building known as Old Town Hall, 67 Main Street, Brewster, NY 10509 (the "Premises") for a term of Ten (10) years to commence on the Effective Date and to end on the third day of December 2026 (the "Term") upon the terms, covenants and conditions set forth herein; provided, however, Landlord may terminate this Lease upon six (6) months prior written notice in the event it is determined by a majority vote of the Town Board

that the Premises are needed to meet the administrative needs of the Town of Southeast (the "Town"). TOSCAC shall have an option to renew the lease or license at the end of the 10-year term for two (2) additional ten (10) year terms. To the extent permitted by law, TOSCAC shall have a right of first refusal to purchase the Old Town Hall premises for the appraised value at the time of sale, if and when the structure is ever offered for sale by the Town. Should Tenant undertake a major renovation project for Old Town Hall, Tenant will have exclusive access to the space.

Provided, however, if TOSCAC is successful in obtaining a Capital Projects Grant from the New York State Counsel on the Arts for capital improvements to the building containing the Subject Premises, the provision allowing the LANDLORD to terminate this Lease and recapture the premises for administrative purposes, above, shall be deemed stricken. In addition, and in such event the capital grant shall be used to improve the building housing the Subject Premises, TOSCAC shall have an option to renew the lease or license at the end of the Term for four (4) additional ten (10) year terms.

3. **LEASE PARAGRAPH 13<sup>th</sup> - SERVICES / UTILITIES.** (a) In consideration of LANDLORD'S agreement to hold in abeyance certain unpaid charges for utilities accrued under the LEASE from June 2020 through January 31, 2024, Paragraph 13<sup>th</sup> of the LEASE shall be amended to read as follows:

13th. Commencing with utility usage in 2016, Tenant shall pay to Landlord an amount equal to one third (1/3) of the actual cost of providing electric heating, electricity, water, sewer and other utilities. If separate meters are ultimately installed Tenant shall pay the full amount of electric usage as metered for the 1st (Basement) and 3rd (Auditorium, Dressing Rooms and Balcony) levels. All such charges will be paid to Landlord within thirty (30) days of receipt of invoices for such services. The cost of such services and or utilities shall be deemed "additional rent".

(b) In further consideration of the terms of this First Amendment, LANDLORD hereby waives TENANT'S Default represented by the TENANT'S previous failure to timely pay the utility charges provided in the LEASE and paragraph 2(a) hereof and specifically DOES NOT WAIVE any other defaults under the terms of the LEASE which have occurred or may occur in the future.

4. **ALTERATIONS / IMPROVEMENTS.** By email / letter dated March 5, 2025 (the "Request Letter"), a copy of which is attached hereto and made a part hereof, TENANT has

outlined certain alterations, modifications and improvements TENANT would like to make or cause to be made to the Subject Premises. LANDLORD approves of the proposed alterations, modifications and improvements under Paragraph 3<sup>rd</sup> of the LEASE as outlined in the Request Letter. Notwithstanding the foregoing, TENANT must file all necessary plans and drawings to obtain the required permits, approvals, variances, etc. (the "Approvals") from the authorities having jurisdiction over the Subject Premises. Regarding the proposed addition of an external fire stair/escape on the westerly side, or alternatively the east side, of the Subject Premises, LANDLORD agrees to join in all efforts /applications to obtain the necessary easements from adjoining property owners, together with any other authorizations and permits from the Village of Brewster Building Department, Planning and Zoning Board(s) for permission to make such additions/alterations. TENANT shall be solely responsible for any and all costs associated with obtaining the Approvals.

5. **HOLD HARMLESS.** TENANT shall defend, indemnify, and hold harmless LANDLORD from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and or injury, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, arising out of the alterations, additions, constructions, and/or modifications conducted by TENANT or its contractors within Subject Premises or the adjacent or adjoining properties to the Subject Premises. This indemnification shall also apply to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs and expenses and any reimbursements for any legal fees that LANDLORD may incur in connection with same.

6. **RATIFICATION.** Except as modified in this First Amendment, the LEASE shall remain otherwise unmodified and in full force and effect, and the Parties ratify and confirm the terms of the LEASE as modified by this Amendment. All future references to the LEASE shall mean the LEASE as modified by the First Amendment.

7. **BENEFIT AND BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

8. **AMENDMENT.** This Amendment may not be changed, modified or discharged in whole or in part except by an agreement in writing signed by the Parties.

9. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts when executed and delivered shall be construed together and constitute the same instrument. Counterparts may be delivered electronically. The exchange of copies of this Amendment, any amendments hereto, any signature pages required hereunder, or any other documents required or contemplated hereunder by facsimile or Portable Document Format

(“**PDF**”) transmission shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed and delivered this Amendment as of the date first written above.

**LANDLORD:**

TOWN OF SOUTHEAST

By: *Eric Larca*

Name: Eric Larca

Title: Deputy Supervisor

**TENANT:**

TOWN OF SOUTHEAST CULTURAL ARTS  
COALITION ASSOCIATION, INC.

By: *Olenka Truskett*

Name: Olenka Truskett

Title: President

## **AGREEMENT FOR**

### **LANDSCAPE ARCHITECTURAL REVIEW AND ADVISORY SERVICES**

#### **Preliminary Provisions Date**

This Agreement is made as of **January 1, 2026**, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

This Agreement (“Agreement”) is made by and between the **Town of Southeast**, a municipal corporation organized under the laws of the State of New York (“Town”), and **Aspect 120 Landscape Architecture P.C.**, a professional landscape architectural practice licensed in the State of New York (“Consultant”).

#### **1. Purpose of Agreement**

The Town desires to retain the Consultant to provide professional **landscape architectural review and advisory services** in support of the Town of Southeast Planning Board’s review of land use and development applications. The Consultant shall serve in an independent, advisory capacity to assist the Planning Board and Town staff in evaluating applications for consistency with the Town Code, adopted plans, and generally accepted planning and landscape architectural best practices.

#### **2. Scope of Services**

The Consultant shall perform services as set forth in **Exhibit A**, attached hereto and incorporated by reference. Services are advisory in nature and focus on matters within the professional scope of landscape architecture, including site planning, landscape design, environmental and visual impacts, pedestrian experience, and related considerations.

#### **3. Relationship to Town Planner and Other Consultants**

The Consultant shall coordinate and collaborate with the Town Planner and other reviewing technical consultants retained by the Town, as appropriate based on application requirements and project complexity. The Consultant shall not duplicate the work of other consultants and shall provide input limited to landscape architectural considerations unless otherwise directed by the Town.

#### **4. Independent Contractor**

The Consultant is retained as an **independent contractor** and shall not be deemed an officer, employee, or agent of the Town. The Consultant shall have no authority to bind the Town or make final determinations on behalf of the Planning Board or Town officials.

## **5. No Design or Applicant Representation**

The Consultant shall not prepare design drawings, construction documents, or specifications for the Town or private applicants under this Agreement, nor shall the Consultant provide services to or represent any applicant appearing before the Planning Board during the term of this Agreement.

## **6. Compensation**

The Consultant shall be compensated on an hourly basis in accordance with the fee schedule set forth in Exhibit A. Invoices shall be submitted in accordance with Town requirements. Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5% simple interest per month.

## **7. Term**

This Agreement shall commence on **January 1, 2026** and shall remain in effect through **December 31, 2027** unless terminated earlier as provided herein. The Agreement may be renewed upon mutual written agreement of the parties.

## **8. Termination**

Either party may terminate this Agreement upon **thirty (30) days' written notice** to the other party. In the event of termination, the Consultant shall be compensated for services performed through the effective date of termination.

## **9. Standard of Care**

The Consultant shall perform all services in accordance with the professional standard of care customarily exercised by landscape architects practicing in the State of New York under similar circumstances.

## **10. Insurance**

The Consultant shall maintain insurance coverage as required by the Town, including professional liability insurance, during the term of this Agreement. Certificates of insurance shall be provided upon request.

## **11. Indemnification**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town, its officers, employees, and agents from and against claims arising out of the

Consultant's negligent acts, errors, or omissions in the performance of services under this Agreement.

**12. SEQRA**

The Consultant's services may support the Town's review of applications pursuant to the New York State Environmental Quality Review Act (SEQRA). The Consultant shall provide advisory input only and shall not serve as lead agency or prepare formal SEQRA determinations unless separately authorized in writing.

**13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**14. Entire Agreement**

This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

*LANDSCAPE ARCHITECT/CONSULTANT*



Susan Y Jainchill, Principal

02/05/2026

Date

*TOWN / CLIENT*

Date

# EXHIBIT A

## **Scope of Services for Landscape Architectural Review and Advisory Services**

### **Professional Discipline and Role**

The Consultant shall provide professional landscape architectural review and advisory services to the Town of Southeast in support of the Planning Board's review of development applications. Services shall focus on site planning, landscape design, environmental and visual impacts, pedestrian experience, and related matters within the professional scope of landscape architecture. The Consultant's role is advisory in nature and intended to assist the Planning Board and Town staff in identifying, evaluating, and assessing consistency with the Town Code, adopted plans, and generally accepted landscape architectural and planning best practices. Under this contract, the Consultant shall not prepare designs or construction documents for Town projects or private applicants.

### **Application Review and Code Compliance**

At the direction of the Planning Board, the Landscape Architect Consultant shall review and analyze site plans, subdivision applications, special permits, and related land use submissions as they relate to landscape architectural considerations. The Consultant shall identify issues of code compliance, submission completeness, and potential technical concerns within the landscape architectural scope, and may recommend additional information, revisions, or mitigation measures where potential impacts or inconsistencies are identified.

### **Site Design, User Experience, and Safety**

The Consultant may evaluate and assess site layout, circulation, and design with respect to pedestrian experience, accessibility, pedestrian safety, and areas of potential pedestrian-vehicular conflict. Review may also analyze project visibility, visual impact, viewsheds, signage, wayfinding, and assess compatibility with surrounding land uses, community character, and the experience of residents and visitors, as related to site and landscape design.

### **Landscape Design, Planting, and Impervious Surfaces**

The Consultant may review and assess landscape-related components of applications, including planting plans, plant species selection, landscape materials, and impervious surface coverage. This review may identify invasive or inappropriate species, evaluate landscape sustainability and long-term performance, and recommend measures to avoid, minimize, or mitigate negative environmental impacts. The Consultant may also evaluate opportunities to reduce impervious

surface area and recommend alternative landscape-based approaches consistent with Town goals and environmental best practices.

### **Environmental Impacts and Mitigation**

Within the professional scope of landscape architecture, the Consultant may identify, evaluate, and assess potential impacts to wetlands, woodlands, ecological systems, scenic resources, and historic or cultural landscape features. Review may include analysis of proposed mitigation measures related to wetland disturbance, woodland clearing, and site alteration, as well as recommendations for avoidance, minimization, or mitigation strategies, including sustainable design practices and landscape-based stormwater and buffering approaches.

### **Coordination and Interdisciplinary Collaboration**

At the direction of the Planning Board or Town staff, the Consultant shall coordinate and collaborate with the Town Planner and other reviewing technical consultants, including engineering, environmental, traffic, and historic preservation consultants, as appropriate based on application requirements and project complexity. Coordination may include participation in meetings, site visits, and review discussions to ensure landscape architectural considerations are addressed in an integrated and consistent manner.

### **Meetings, Site Visits, and Related Services**

The Consultant may participate in and provide advisory input at Planning Board meetings, workshops, site visits, and coordination meetings with Town staff and reviewing consultants, either in person or remotely. The Consultant may also perform other related landscape architectural review, evaluation, and advisory services reasonably associated with Planning Board application review, as requested by the Town and consistent with the Consultant's professional expertise.

### **Post-Construction Landscape Inspection.**

At the request of the Planning Board or Town staff, the Consultant may conduct a limited post-construction inspection of installed landscape materials, including plant species and quantities, for the purpose of verifying general conformance with the approved site plan, planting plan, or other approved application materials. Such review shall be observational in nature and shall not constitute construction administration, certification of compliance, or responsibility for construction means, methods, or workmanship.

### **Exclusions**

Unless expressly authorized in writing, the Consultant's services do **not** include:

- Preparation of design drawings, construction documents, or specifications
- Representation of or services to private applicants in the Town of Southeast

- Approval or denial of applications
- Construction administration, field supervision, or inspection beyond the limited observational review described above
- Preparation of SEQRA documents, environmental impact statements, or formal findings
- Legal interpretation of the Town Code or enforcement actions

All final determinations remain the sole responsibility of the Planning Board and Town officials.

## **Assumptions**

- The Consultant serves solely in an independent advisory capacity.
- Services will be requested by the Planning Board or Town staff on an as-needed basis.
- Review scope and level of effort will vary based on application complexity.
- Additional services outside this scope may be authorized separately in writing.

## **Fee Structure and Reimbursable Expenses**

Services shall be billed on an hourly basis in accordance with the following rates:

Principal:	\$205.00 per hour
Senior Professional:	\$165.00 per hour
Junior Professional:	\$130.00 per hour
Administrative Staff:	\$75.00 per hour

**Expenses:** The Consultant shall be reimbursed at-cost for reasonable and necessary out-of-pocket expenses incurred in the performance of authorized services, including but not limited to printing, reproduction, postage, and required delivery services.

**Travel:** Cost of travel shall be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time the travel occurs.



10 Palmer Road, Brewster, N.Y. 10509

(845) 279-2141

mburdick@southeast-ny.gov

FAX (845) 279-3226

**Michael Burdick**  
**Highway Superintendent**

**VEHICLE PURCHASE**

**February 10 2026**

**Town Board Members**

**The Town of Southeast Highway Department has experienced a catastrophic engine failure on one of our plow trucks that was due for replacement in 2028. The repair cost could be as much as \$50,000.00. Unfortunately, these repairs will not extend the replacement schedule.**

**Therefor I am requesting approval to purchase one 2027 Western Star plow truck for the purchase price of \$225,000.00. There are sufficient funds in the DA fund balance to cover this cost.**

**Thank you**

**Michael Burdick**

## Professional Valuation Services Agreement

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**DATE OF AGREEMENT:** August 4, 2025

**PARTIES TO AGREEMENT:**

**Client**

Town of Southeast  
Eric J. Larca, Town Councilman  
1360 Route 22  
Brewster, NY 10509  
914- 80-40268 | elarca@southeast-NY.gov

**Appraiser**

Salvatore DeSiena  
McGrath & Company, Inc.  
PO Box 514  
Fishkill, NY 12524  
(845) 896-5333 | sal@mcgrathandco.com

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Client hereby engages Appraiser to complete an appraisal assignment as follows:

**PROPERTY IDENTIFICATION**

67 Main Street, Brewster, NY 10509  
Tax ID: 67.34-2-47

**PROPERTY TYPE**

**PROPERTY TYPE**

Subdivided Old Southeast Town Hall  
Subdivided Parking Lot

**Fee**

\$2,000

\$2,000

**\$4,000**

**INTEREST VALUED**

Fee Simple

**INTENDED USERS**

Town of Southeast

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

**INTENDED USE**

The appraisals are intended to be used for decision making purposes regarding potential sale of the assets.

**TYPE OF VALUE**

Market Value

**EFFECTIVE DATE**

The effective date will be the date the property is inspected by the appraiser.

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

There are no hypothetical conditions or extraordinary assumptions anticipated.

**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)**

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute (USPAP)

Agreement for Professional Valuation Services

## ANTICIPATED SCOPE OF WORK

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### **SITE VISIT**

Interior and exterior observation, on-site

### **VALUATION APPROACHES**

Sales Comparison Approach

### **FORM OR FORMAT:**

Narrative

### **DELIVERY DATE**

5 weeks from date of inspection and receiving of survey illustrating the subdivision of lot 67.34-2-47, with new lot dimensions, easements, etc.

### **DELIVERY METHOD**

Email (PDF)

### **NUMBER OF COPIES**

1 digital PDF

### **PROPERTIES UNDER CONTRACT FOR SALE**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

### **CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

### **CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

### **CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third-party, or any cause of action in favor of any third-party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser’s discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser’s assignment pursuant to this Agreement shall not include the Appraiser’s participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser’s opinion of value will be developed competently and with independence, impartiality and objectivity.

**EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

**Appraiser**

**Name:** Salvatore DeSiena

**Signature:** 

**Date:** August 4, 2025

**Client**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Revenues 2026	ADJUSTED BUDGET	YTD 1/31/2026	YTD BUDGET BALANCE	ADJUSTED BUDGET/1'12	COLUMN C MINUS COLUMN E	1/12*100	PERCENT USED	YTD 1/31/2026	YTD 1/31/2025	DIFFERENCE
Cable Fees	\$ 260,000	\$ -	\$ (260,000)	\$ 21,667	\$ (21,667)	8.33%	0.00%	\$ -	\$ -	\$ -
Court Fines & Forfeitures	\$ 550,000	\$ 67,803	\$ (482,197)	\$ 45,833	\$ 21,970	8.33%	12.33%	\$ 67,803	\$ 72,444	\$ (4,641)
Departmental Revenue	\$ 665,510	\$ 58,581	\$ (606,929)	\$ 55,459	\$ 3,121	8.33%	8.80%	\$ 58,581	\$ 89,451	\$ (30,870)
Alarm Fees	\$ 33,000	\$ 5,450	\$ (27,550)	\$ 2,750	\$ 2,700	8.33%	16.52%	\$ 5,450	\$ 5,050	\$ 400
Assessor Fees	2,000	269	(1,731)	167	102	8.33%	13.45%	269	245	24
Clerk Fees	25,000	1,319	(23,681)	2,083	(764)	8.33%	5.28%	1,319	2,670	(1,350)
Interest	400,000	34,963	(365,037)	33,333	1,629	8.33%	8.74%	34,963	46,805	(11,842)
Intergovernmental Charges	-	14,112	14,112	-	14,112	8.33%	0.00%	14,112	-	14,112
Licenses and Permits	4,510	512	(3,998)	376	136	8.33%	11.35%	512	310	202
Miscellaneous	175,000	11	(174,989)	14,583	(14,573)	8.33%	0.01%	11	33,505	(33,495)
Parking Fees	6,000	1,678	(4,323)	500	1,178	8.33%	27.96%	1,678	395	1,283
Sale of Scrap	-	-	-	-	-	8.33%	0.00%	-	185	(185)
Tax Collector Fees	20,000	267	(19,733)	1,667	(1,399)	8.33%	1.34%	267	287	(19)
	\$ 665,510	\$ 58,581	\$ (606,929)	\$ 55,459	\$ 3,121	8.33%	8.80%	\$ 58,581	\$ 89,451	\$ (30,870)
Interfund Revenues	\$ 399,000	\$ 5,705	\$ (393,295)	\$ 33,250	\$ (27,545)	8.33%	1.43%	\$ 5,705	\$ 6,469	\$ (764)
Mortgage Tax	\$ 350,000	\$ -	\$ (350,000)	\$ 29,167	\$ (29,167)	8.33%	0.00%	\$ -	\$ -	\$ -
Planning Board Fees	\$ 188,000	\$ 19,130	\$ (168,870)	\$ 11,500	\$ 7,630	8.33%	13.86%	\$ 19,130	\$ 3,600	\$ 15,530
Real Property Taxes	\$ 7,544,615	\$ 43,855	\$ (7,500,760)	\$ 628,718	\$ (584,863)	8.33%	0.58%	\$ 43,855	\$ 7,284,445	\$ (7,240,590)
Recreation Fees	\$ 352,500	\$ 19,546	\$ (332,954)	\$ 29,375	\$ (9,829)	8.33%	5.54%	\$ 19,546	\$ 21,822	\$ (2,276)
Safety Inspection Fees	\$ 390,000	\$ 43,603	\$ (346,397)	\$ 32,500	\$ 11,103	8.33%	11.18%	\$ 43,603	\$ 38,304	\$ 5,299
Building Inspection Fees	\$ 350,000	\$ 40,678	\$ (309,322)	\$ 29,167	\$ 11,511	8.33%	11.62%	\$ 40,678	\$ 27,454	\$ 13,224
Wetland Fees	5,000	-	(5,000)	417	(417)	8.33%	0.00%	-	-	-
Zoning Fees	35,000	2,925	(32,075)	2,917	8	8.33%	8.36%	2,925	10,850	(7,925)
	\$ 390,000	\$ 43,603	\$ (346,397)	\$ 32,500	\$ 11,103	8.33%	11.18%	\$ 43,603	\$ 38,304	\$ 5,299
State Aid	\$ 435,000	\$ -	\$ (435,000)	\$ 36,250	\$ (36,250)	8.33%	0.00%	\$ -	\$ -	\$ -
Tax Penalties	\$ 25,000	\$ -	\$ (25,000)	\$ 2,083	\$ (2,083)	8.33%	0.00%	\$ -	\$ -	\$ -
Total	\$ 11,109,625	\$ 258,223	\$ (10,851,402)	\$ 925,802	\$ (667,579)	8.33%	2.32%	\$ 258,223	\$ 7,516,534	\$ (7,258,311)

Revenues 2026	ADJUSTED BUDGET	YTD 1/31/2026	YTD BUDGET BALANCE	ADJUSTED BUDGET/1*12	COLUMN C MINUS COLUMN E	1/12*100	PERCENT USED	YTD 1/31/2026	YTD 1/31/2025	DIFFERENCE
<b>Further Breakdown of Revenues 2023</b>										
<b>Intergovernmental Charges</b>										
Code Enforcement Reimbursement - Village of Brewster		-								
Fuel Reimbursement - Village of Brewster		14,112								
Sand & Salt Reimbursement - Vails Grove		-								
Snow Plowing Reimbursement - Brewster Schools		-								
		14,112								
<b>Interfund Revenues</b>										
From MTA Parking Fund	\$	-								
ARPA Funds from General Fund A To Highway Fund DB		-								
Fuel Reimbursement From Other Funds		5,705								
Special District Administration		-								
	\$	5,705								

Expenditures 2026	B	C	D	E	F	G	H	YTD	YTD	DIFFERENCE
	ADJUSTED BUDGET	YTD 1/31/2026	YTD BUDGET BALANCE	ADJUSTED BUDGET/1*12	COLUMN E MINUS COLUMN C	1/12*100	PERCENT USED	1/31/2026	1/31/2025	
Cultural	\$ 74,000	\$ 120	\$ 73,880	\$ 6,167	\$ 6,046	8.33%	0.16%	\$ 120	\$ 115	\$ 6
Adult Recreation	\$ 28,000	\$ 120	\$ 27,880	\$ 2,333	\$ 2,213	8.33%	0.43%	\$ 120	\$ 115	\$ 6
Celebrations	1,000	-	1,000	83	83	8.33%	0.00%	-	-	-
Historical Commission	500	-	500	42	42	8.33%	0.00%	-	-	-
Museum	40,000	-	40,000	3,333	3,333	8.33%	0.00%	-	-	-
Veterans	4,500	-	4,500	375	375	8.33%	0.00%	-	-	-
	\$ 74,000	\$ 120	\$ 73,880	\$ 6,167	\$ 6,046	8.33%	0.16%	\$ 120	\$ 115	\$ 6
Employee Benefits	\$ 2,923,000	\$ 252,094	\$ 2,670,906	\$ 243,583	\$ (8,511)	8.33%	8.41%	\$ 252,094	\$ 322,613	\$ (70,519)
Active Employees	\$ 2,573,408	\$ 216,483	\$ 2,356,925	\$ 214,451	\$ (2,033)	8.33%	8.41%	\$ 216,483	\$ 280,112	\$ (63,628)
State Retirement	737,000	-	\$ 737,000	\$ 61,417	\$ 61,417	8.33%	0.00%	\$ -	\$ -	\$ -
Social Security	274,000	22,081	251,919	22,833	752	8.33%	8.06%	22,081	18,661	3,420
Medicare	65,000	5,164	59,836	5,417	253	8.33%	7.94%	5,164	4,364	800
Worker's Compensation	203,000	-	203,000	16,917	16,917	8.33%	0.00%	-	50,297	(50,297)
Unemployment Insurance	-	-	-	-	-	8.33%	0.00%	-	-	-
Disability Insurance	2,000	-	2,000	167	167	8.33%	0.00%	-	-	-
Hospital & Medical Insurance	1,197,408	159,702	1,037,706	99,784	(59,918)	8.33%	13.34%	159,702	169,136	(9,434)
Dental & Optical Insurance	69,000	5,536	63,464	5,750	214	8.33%	8.02%	5,536	12,153	(6,617)
Union Welfare	26,000	24,000	2,000	2,167	(21,833)	8.33%	92.31%	24,000	25,500	(1,500)
	\$ 2,573,408	\$ 216,483	\$ 2,356,925	\$ 214,451	\$ (2,033)	8.33%	8.41%	\$ 216,483	\$ 280,112	\$ (63,628)
Retired Employees	\$ 349,592	\$ 35,611	\$ 313,981	\$ 29,133	\$ (6,478)	8.33%	10.19%	\$ 35,611	\$ 42,502	\$ (6,891)
Hospital & Medical, Dental & Optical Insurance	\$ 349,592	\$ 35,611	\$ 313,981	\$ 29,133	\$ (6,478)	8.33%	10.19%	\$ 35,611	\$ 42,502	\$ (6,891)
General Gov't Supp't	\$ 2,971,190	\$ 173,768	\$ 2,797,422	\$ 247,599	\$ 73,831	8.33%	5.85%	\$ 173,768	\$ 162,953	\$ 10,815
Accounting	\$ 267,825	\$ 16,072	\$ 251,753	\$ 22,319	\$ 6,247	8.33%	6.00%	\$ 16,072	\$ 14,747	\$ 1,325
Assessor	199,440	17,806	181,634	16,620	(1,186)	8.33%	8.93%	17,806	15,935	1,871
Attorney	329,395	19,562	309,833	27,450	7,888	8.33%	5.94%	19,562	21,078	(1,516)
Budget Officer	21,640	1,664	19,976	1,803	139	8.33%	7.69%	1,664	1,664	-
Central Communications	102,750	5,835	96,915	8,563	2,728	8.33%	5.68%	5,835	6,128	(294)
Central Print/Mail	24,700	-	24,700	2,058	2,058	8.33%	0.00%	-	-	-
Central Storeroom	8,500	-	8,500	708	708	8.33%	0.00%	-	-	-
Contingency	70,000	-	70,000	5,833	5,833	8.33%	0.00%	-	-	-
Sub-Contingency	120,000	-	120,000	10,000	10,000	8.33%	0.00%	-	-	-
Engineer	65,000	5,074	59,926	5,417	343	8.33%	7.81%	5,074	6,289	(1,215)
Facilities Maintenance	333,770	20,454	313,316	27,814	7,360	8.33%	6.13%	20,454	16,596	3,858
Fiscal Agent	3,000	-	3,000	250	250	8.33%	0.00%	-	-	-

Expenditures 2026	ADJUSTED BUDGET	YTD 1/31/2026	YTD BUDGET BALANCE	ADJUSTED BUDGET/1*12	COLUMN E MINUS COLUMN C	1/12*100	PERCENT USED	YTD 1/31/2026	YTD 1/31/2025	DIFFERENCE
Justice	408,365	26,696	381,669	34,030	7,335	8.33%	6.54%	26,696	22,134	4,562
Municipal Association Dues	1,650	1,875	(225)	138	(1,738)	8.33%	113.64%	1,875	-	1,875
Payment of MTA Payroll Tax	-	-	-	-	-	8.33%	0.00%	-	1,023	(1,023)
Purchasing	15,000	1,154	13,846	1,250	96	8.33%	7.69%	1,154	1,154	-
Records Management	6,925	526	6,399	577	51	8.33%	7.60%	526	517	9
Special Districts	124,240	7,096	117,144	10,353	3,257	8.33%	5.71%	7,096	6,860	236
Supervisor	168,710	12,321	156,389	14,053	1,739	8.33%	7.30%	12,321	12,199	121
Tax Receiver	127,870	13,068	114,802	10,656	(2,412)	8.33%	10.22%	13,068	13,563	(495)
Tax Refunds	10,000	-	10,000	833	833	8.33%	0.00%	-	-	-
Town Board	96,475	7,579	88,896	8,040	461	8.33%	7.85%	7,579	7,004	575
Town Clerk	215,935	16,838	199,097	17,995	1,156	8.33%	7.80%	16,838	16,061	777
Unallocated Insurance	250,000	148	249,852	20,833	20,685	8.33%	0.06%	148	-	148
	\$ 2,971,190	\$ 173,768	\$ 2,797,422	\$ 247,599	\$ 73,831	8.33%	5.85%	\$ 173,768	\$ 162,953	\$ 10,815
Highway	\$ 3,220,445	\$ 280,565	\$ 2,939,880	\$ 268,370	\$ (12,195)	8.33%	8.71%	\$ 280,565	\$ 325,579	\$ (45,014)
General Repairs	1,388,000	109,091	1,278,909	115,667	6,576	8.33%	7.86%	109,091	95,640	13,451
Improvements	392,000	-	392,000	32,667	32,667	8.33%	0.00%	-	-	-
Machinery	364,500	9,456	355,044	30,375	20,919	8.33%	2.59%	9,456	146,731	(137,276)
Misc. Brush & Weeds	251,850	9,884	241,966	20,988	11,104	8.33%	3.92%	9,884	4,293	5,591
Snow Removal	547,500	137,148	410,352	45,625	(91,523)	8.33%	25.05%	137,148	61,182	75,966
Street Lighting	10,000	809	9,191	833	24	8.33%	8.09%	809	141	668
Supt. Of Highways	266,595	14,178	252,417	22,216	8,039	8.33%	5.32%	14,178	17,592	(3,414)
	\$ 3,220,445	\$ 280,565	\$ 2,939,880	\$ 268,370	\$ (12,195)	8.33%	8.71%	\$ 280,565	\$ 325,579	\$ (45,014)
Home & Community	\$ 412,075	\$ 17,260	\$ 394,815	\$ 34,340	\$ 17,079	8.33%	4.19%	\$ 17,260	\$ 16,219	\$ 1,041
Cemeteries	15,000	-	15,000	1,250	1,250	8.33%	0.00%	-	-	-
Code Enforcement	74,900	6,083	68,817	6,242	159	8.33%	8.12%	6,083	3,934	2,149
Community Beautification	1,000	-	1,000	83	83	8.33%	0.00%	-	-	-
Environmental Control	12,500	-	12,500	1,042	1,042	8.33%	0.00%	-	-	-
Planning Board	232,150	7,744	224,406	19,346	11,602	8.33%	3.34%	7,744	9,129	(1,385)
Refuse and Garbage	20,000	-	20,000	1,667	1,667	8.33%	0.00%	-	-	-
Registrar Vital Statistics	10,575	804	9,771	881	77	8.33%	7.60%	804	790	14
Town Planner	10,000	-	10,000	833	833	8.33%	0.00%	-	-	-
Zoning Board	15,635	1,162	14,474	1,303	141	8.33%	7.43%	1,162	924	237
Drainage/MS4	20,315	1,468	18,847	1,693	225	8.33%	7.23%	1,468	1,442	26
	\$ 412,075	\$ 17,260	\$ 394,815	\$ 34,340	\$ 17,079	8.33%	4.19%	\$ 17,260	\$ 16,219	\$ 1,041

Expenditures 2026	ADJUSTED BUDGET	YTD 1/31/2026	YTD BUDGET BALANCE	ADJUSTED BUDGET/1*12	COLUMN E MINUS COLUMN C	1/12*100	PERCENT USED	YTD		DIFFERENCE
								1/31/2026	1/31/2025	
Operating Transfers	\$ 354,000	\$ (10,495)	\$ 364,495	\$ 29,500	\$ 39,995	8.33%	-2.96%	\$ (10,495)	\$ (13,029)	\$ 2,534
Debt Service	\$ 354,000	\$ (10,495)	\$ 364,495	\$ 29,500	\$ 39,995	8.33%	-2.96%	\$ (10,495)	\$ (13,029)	\$ 2,534
Transfer ARPA Funds from General Fund A To Highway						8.33%	0.00%			
	\$ 354,000	\$ (10,495)	\$ 364,495	\$ 29,500	\$ 39,995	8.33%	-2.96%	\$ (10,495)	\$ (13,029)	\$ 2,534
Public Safety	\$ 464,070	\$ 30,883	\$ 433,187	\$ 38,673	\$ 7,789	8.33%	6.65%	\$ 30,883	\$ 32,462	\$ (1,579)
Assessment Review Board	\$ 2,300	\$ -	\$ 2,300	\$ 192	\$ 192	8.33%	0.00%	\$ -	\$ -	\$ -
Control of Dogs	59,855	-	59,855	4,988	4,988	8.33%	0.00%	-	1,772	(1,772)
Fire Protection	17,450	838	16,612	1,454	616	8.33%	4.80%	838	923	(85)
Safety Inspection	384,465	30,045	354,420	32,039	1,993	8.33%	7.81%	30,045	29,767	278
	\$ 464,070	\$ 30,883	\$ 433,187	\$ 38,673	\$ 7,789	8.33%	6.65%	\$ 30,883	\$ 32,462	\$ (1,579)
recreation	690,845	27,702	663,143	57,570	29,868	8.33%	4.01%	\$ 27,702	\$ 39,139	\$ (11,437)
Total	\$ 11,109,625	\$ 771,898	\$ 10,337,727	\$ 925,802	\$ 153,904	8.33%	6.95%	\$ 771,898	\$ 886,051	\$ (114,153)

**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

**ACTING / INTERIM SUPERVISOR  
APPOINTMENT TO FILL VACANCY**

RESOLUTION NO. \_\_\_\_\_ /2026  
INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

DATE: February 19, 2026

**WHEREAS**, effective February 6, 2026, the duly elected and qualified Supervisor of the Town of Southeast resigned his office before completion of his elective term; and

**WHEREAS**, Town Law and Public Officers Law provide for succession when an elective public office becomes vacant; and

**WHEREAS**, it is the sense of this Town Board that the vacancy in the office of Supervisor should be filled by a qualified individual who can devote full-time attention to the office of Supervisor until an election can be held to fill the vacancy as provided in law.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Southeast finds and determines that it is necessary and appropriate to fill the office of Supervisor with a qualified individual willing to devote full-time attention to the position; and be it further

**RESOLVED**, it is further found and determined that \_\_\_\_\_, a resident of the Town of Southeast, meets the qualifications necessary to serve as Interim Supervisor of the Town of Southeast until a special election for such position can be held on November 3, 2026 to fill the balance of the current Supervisor's term; and be it further

**RESOLVED**, that \_\_\_\_\_, residing at \_\_\_\_\_, Brewster, NY 10509, be and hereby is appointed to serve as Interim / Acting Supervisor of the Town of Southeast to serve in such capacity commencing on March 1, 2026, and upon the filing of the Oath of Office with the Town Clerk, within the time required by law; and be it further

**RESOLVED**, that the Town Clerk be and hereby is authorized and directed to notify the Putnam County Board of Election of the vacancy in the office of Supervisor of the Town of Southeast for the purposes of scheduling a special election to fill the vacancy to be held November 3, 2026.

Upon Roll Call Vote:

Councilman Cyprus \_\_\_\_\_  
Councilman Larca \_\_\_\_\_  
Councilwoman Lewis \_\_\_\_\_  
Councilman Mazzotta \_\_\_\_\_  
Supervisor \_\_\_\_\_

VOTE: carried / defeated by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against; \_\_\_\_\_ abstained.

**TOWN CLERK'S CERTIFICATION**

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

I, KATHLEEN CHIUDINA, Town Clerk of the Town of Southeast, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Southeast at a Regular Meeting of said board held the 19<sup>th</sup> day of February 2026.

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KATHLEEN CHIUDINA  
Town Clerk

**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

**TOWN OF SOUTHEAST CULTURAL ARTS COALITION  
AMENDED LEASE AGREEMENT -67 MAIN STREET**

RESOLUTION NO. \_\_\_\_\_ / 2026

DATE: February 19, 2026

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**WHEREAS**, the Town of Southeast Cultural Arts Coalition, Inc. (“TOSCAC”) occupies portions of the “Old Town Hall” building, 67 Main Street, Brewster, NY, consisting of portions of the 1st (basement) level and the 3<sup>rd</sup> (Auditorium and Mezzanine) level for a period of years, together with options to renew for two successive ten (10) year periods; and

**WHEREAS**, TOSCAC is in the process of applying for grants from the NYC Coalition on the Arts and other public and private organizations seeking funds to improve the building which contains the TOSCAC leased Space; and

**WHEREAS**, TOSCAC has made efforts to obtain grant funding and private donations to assist and enhance in the further rehabilitation of the third-floor public assembly space; and

**WHEREAS**, in order to be eligible for the type of grant being sought by TOSCAC, TOSCAC needs to provide assurance that it has “site control” of the building and has a lease term which will be at least as long as the “useful life” of the proposed improvements; and

**WHEREAS**, it is the sense of this Town Board that the subject premises are surplus to the needs of the Town and that the continued occupancy of portions of the Old Town Hall building by TOSCAC will be in the best interests of the Town of Southeast and its residents.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Deputy Supervisor is hereby authorized to execute an Amendment to the Lease Agreement between the Town of Southeast and Town of Southeast Cultural Arts Coalition dated as of February 5, 2026, amending the existing Lease currently set to expire on December 31, 2026 to, *inter alia*, extend such Lease, under certain conditions, to allow for four (4) additional options to renew said lease for ten (10) year periods for space located at 67 Main Street; and be it further

**RESOLVED**, that all actions taken by the Deputy Supervisor to advance the purpose of this resolution in a timely manner are hereby ratified and approved *nunc pro tunc*.

Upon Roll Call Vote:

Councilman Cyprus \_\_\_\_\_  
Councilman Larca \_\_\_\_\_  
Councilwoman Lewis \_\_\_\_\_  
Councilman Mazzotta \_\_\_\_\_  
Supervisor \_\_\_\_\_

VOTE: carried / defeated by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against; \_\_\_\_\_ abstained.

**TOWN CLERK'S CERTIFICATION**

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

I, KATHLEEN CHIUDINA, Town Clerk of the Town of Southeast, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Southeast at a meeting of said board held the 19<sup>th</sup> day of February 2026.

\_\_\_\_\_  
KATHLEEN CHIUDINA  
Town Clerk

**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

**ASPECT 120 LANDSCAPE ARCHITECTURE PC  
PROFESSIONAL SERVICES CONTRACT**

RESOLUTION NO. \_\_\_\_\_ / 2026

DATE: February 19, 2026

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**WHEREAS**, the Town of Southeast has received a proposal to provide landscape design consulting services to the Planning Board on an “as needed” basis; and

**WHEREAS**, the Town Board has analyzed the proposal submitted against other providers of similar professional services and has found that the schedule of fees is less than or competitive with others providing similar professional services.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Southeast hereby authorizes the Deputy Supervisor to execute an agreement between the Town and Aspect 120 Landscape Architecture PC for the provision of landscape design consulting services for the Planning Board for a period of two (2) years commencing January 1, 2026, and expiring on December 31, 2027; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

Upon Roll Call Vote:

Councilman Cyprus	_____
Councilman Larca	_____
Councilwoman Lewis	_____
Councilman Mazzotta	_____
Supervisor	_____

VOTE: carried / defeated by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against; \_\_\_\_\_ abstained.

**TOWN CLERK'S CERTIFICATION**

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

I, KATHLEEN CHIUDINA, Town Clerk of the Town of Southeast, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Southeast at a meeting of said board held the 19<sup>th</sup> day of February 2026.

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KATHLEEN CHIUDINA  
Town Clerk

**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

**SUPPORT OF ENERGY STATE OF EMERGENCY**

RESOLUTION NO. \_\_\_\_\_ / 2026

Dated: February 19, 2026

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**WHEREAS**, the residents and businesses of the Town of Southeast are experiencing significant and sustained increases in electricity and utility costs; and

**WHEREAS**, recent data from the New York Independent System Operator (NYISO) has shown dramatic spikes in Day-Ahead Market energy prices across every region of New York State, with wholesale prices reaching historically high levels; and

**WHEREAS**, wholesale electricity supply costs are directly passed through to consumers, resulting in higher monthly bills for households, seniors on fixed incomes, small businesses, and nonprofit organizations; and

**WHEREAS**, NYISO has identified several drivers of rising electricity prices, including declining generation supply, plant retirements, fuel price volatility, pipeline constraints, increased demand from electrification policies, and insufficient replacement base load generation; and

**WHEREAS**, without sufficient firm and dispatchable base load power, the electric grid faces continued price volatility, reliability risks, and affordability challenges; and

**WHEREAS**, local governments are on the front lines of responding to the economic strain caused by rising energy costs, including increased demand for social services and financial hardship assistance; and

**WHEREAS**, declaring an Energy State of Emergency would allow the Governor to take immediate executive action to stabilize costs, protect ratepayers, and expedite critical energy infrastructure projects.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town of Southeast formally calls upon the Governor of the State of New York to declare an Energy State of Emergency; and be it further

**RESOLVED**, that such declaration should include actions to: Implement safeguards to protect ratepayers from extreme utility price spikes; Temporarily suspend state taxes, fees, and surcharges imposed on utility bills to provide immediate financial relief; and Expedite the permitting, siting, and approval of reliable, dispatchable base load generation necessary to ensure grid stability and long-term affordability; and be it further



**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

**HIGHWAY EQUIPMENT PURCHASE – PLOW TRUCK**

RESOLUTION NO. \_\_\_\_\_ / 2026

DATE: February 19, 2026

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**WHEREAS**, by memorandum dated February 10, 2026, the Highway Superintendent seeks authorization to expend funds for the purchase of a new plow truck and associated equipment; and

**WHEREAS**, it is found and determined that there are sufficient funds available for the proposed purchase within the 2026 Highway Department DA Fund Balance Budget line to purchase this vehicle; and

**WHEREAS**, such purchase will not require issuance of bonds or notes for the purchase thereof.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Highway Superintendent is authorized to expend an amount not to exceed Two Hundred Twenty-Five Thousand and 00/00 (\$225,000.00) dollars for the purchase of a 2027 Western Star plow truck; and be it further

**RESOLVED**, that if the Southeast Superintendent of Highways requires any additional funds above the amount allotted, he will need to seek further authorization by the Town Board to make such expenditure; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

Upon Roll Call Vote:

Councilman Cyprus \_\_\_\_\_  
Councilman Larca \_\_\_\_\_  
Councilwoman Lewis \_\_\_\_\_  
Councilman Mazzotta \_\_\_\_\_  
Supervisor \_\_\_\_\_

VOTE: carried / defeated by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against; \_\_\_\_\_ abstained.

**TOWN CLERK'S CERTIFICATION**

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

I, KATHLEEN CHIUDINA, Town Clerk of the Town of Southeast, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Southeast at a meeting of said board held the 19<sup>th</sup> day of February 2026.

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KATHLEEN CHIUDINA  
Town Clerk

**TOWN BOARD  
TOWN OF SOUTHEAST, NEW YORK**

ENGAGE PROFESSIONAL APPRAISER  
67 MAIN STREET, BREWSTER, NY

RESOLUTION NO. \_\_\_\_\_ / 2026

DATE: February 19, 2026

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**WHEREAS**, the Town of Southeast in the owner of certain real property located at 67 Main Street, Brewster, NY, known generally as “Old Town Hall” (the “Subject Premises”); and

**WHEREAS**, the Town is in the process of subdividing the Subject Premises from the balance of the existing lot upon which the building consisting of Old Town Hall is located; and

**WHEREAS**, the Town is contemplating the disposition of the Old Town Hall building and, in anticipation of such, needs to have a professional market appraisal of the property after it has been subdivided from the larger parcel.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby authorizes the Deputy Town Supervisor to execute an agreement (acceptance of proposal) with McGrath & Co Real Estate Appraisers to provide market value appraisals for the two parcels which will result from the subdivision of premises currently known as 67 Main Street, Brewster, NY, for an amount not to exceed Four Thousand (\$4,000) dollars.

**UPON A ROLL CALL VOTE:**

Councilman Cyprus	_____
Councilman Larca	_____
Councilwoman Lewis	_____
Councilman Mazzotta	_____
Supervisor	_____

VOTE: Resolution carried / defeated by a vote of \_\_\_\_ in favor to \_\_\_\_ opposed, \_\_\_\_ abstained.

**TOWN CLERK'S CERTIFICATION**

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

I, KATHLEEN CHIUDINA, Town Clerk of the Town of Southeast, do hereby certify that the above is a true and exact copy of a Resolution considered by the Town Board of the Town of Southeast at a regular meeting of said board duly convened and held the 19<sup>th</sup> day of February 2026.

\_\_\_\_\_  
KATHLEEN CHIUDINA  
Town Clerk