



Town of Putnam Valley

TOWN BOARD MEETING

February 19, 2020 6pm

Pledge of Allegiance

- 1. Departmental Reports**
- 2. Supervisor's Comments**
- 3. Legislative Reports**
- 4. Discussion: Peekskill Hollow Weight Limit**
- 5. Discussion: Solar Panel Exemptions**
- 6. Presentation: 2020 Census**
- 7. Approval of Minutes**
- 8. School Report**
- 9. Districts**
 - A. Authorization to go out to bid for Grass Cutting**
- 10. Parks and Rec**
 - A. Staff additions/changes**
 - B. Refunds**
- 11. Building and Zoning**
 - A. Daily Fee Report for January 1/1/2020-1/31/2020**
- 12. Resolution: Supporting The Emergency 1st Responders Privacy and Protection Act**
- 13. Adjust mileage reimbursement for 2020**
- 14. Authorize Supervisor to sign Solar Engineer Contract (OLA Consulting Engineer)**
- 15. Authorize Supervisor to sign the membership contract for NYS Association of Conservation Commission (NYSACC)**
- 16. Audit of Monthly Bills**
- 17. Public Comment**
- 18. Budget Transfers**

January 14, 2020

To: Town Board

From: Sherry Howard

Subject: Approval of minutes

I respectfully request the Putnam Valley Town Board authorize the Supervisor to accept the Town Board minutes from January 2, January 8, January 15, and February 5, 2020.

Thank-you,

Sherry Howard

Town Clerk

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS, DISTRICT CLERK
Date: 2/13/2020
Re: DISTRICT PROPERTY GRASS CUTTING BID

I formally request the Town Board's authorization to go out to bid for grass cutting on District properties for the 2020 season.



10A

To: Town Board
From: Frank DiMarco, Parks and Recreation
Subject: Personnel
Date: January 27, 2020

Please approve the following additions/changes to personnel.

1. Salvatore Nasti, Basketball Security doorkeeper @ \$12.30 hr.
2. Patricia Singer, Day Camp Director 2020 season @ \$9,329.60.
3. Toniann Cortina, Day Camp Director 2020 season @ \$7,268.80.
4. Patricia Singer, Day Camp office hours NTE 100 hrs. @ \$20.75 hr.
5. Toniann Cortina, Day Camp office hours NTE 100 hrs. @ \$20.75 hr.
6. Patricia Citarella, Day Camp office support NTE 50 hrs @ \$14.02 hr.

To: Town Board
From: Frank DiMarco, Parks and Recreation Director
Subject: Parks and Recreation Refunds
Date: February 11, 2020

Nadia Alfaro 5 Rolling Way Apt. F Peekskill, NY 10566	\$500.00 LPCC deposit refund
Jen Travis 19 Spruce Street Lake Peekskill, NY 10537	\$500.00 LPCC deposit refund
Dora Hatfield 27 Sassinoro Drive Putnam Valley, NY 10579	\$100.00 Sports refund was unable to play basketball
Christian Pakiakis 139 Hewitt Street Lake Peekskill, NY 10537	\$125.00 Sports refund unable to attend wrestling
Benjamin Morris 2014 John Jay Court New Winsor, NY 12553	\$140.00 Sports refund unable to attend basketball
Suzanne Sawyer 4 Woodridge Putnam Valley, NY 10579	\$60.00 Programs refund Program cancelled
Patricia Delarme 274 Peekskill Hollow Road Putnam Valley, NY 10579	\$45.00 Programs refund unable to attend
Carmen Uchipilla 129 Hewitt Street Lake Peekskill, NY 10537	\$500.00 LPCC refund deposit refund
Natalia Hoyos 366 Lake Drive Lake Peekskill, NY 10537	\$500.00 LPCC refund deposit refund

2/3/2020

TOWN OF PUTNAM VALLEY
OFFICE OF BUILDING & ZONING
 265 Oscawana Lake Road
Daily Fee Report - Summary



From: 1/1/2020 To: 1/31/2020

Fee Type	Count	Amount
ADDITION/ALTERATION	1	\$388.00
DEM/R	1	\$100.00
ELECTRI APP/NY ELEC	4	\$120.00
ELECTRIC APP/SWIS	12	\$360.00
FENCE/WALL	1	\$75.00
FIRE INSPECTION	1	\$100.00
GAS/PROPANE	8	\$650.00
GENERATOR PERMIT	3	\$225.00
HVAC	9	\$750.00
MG	6	\$450.00
OIL TANK	2	\$200.00
PERM	4	\$3,268.00
PL	2	\$150.00
RE	3	\$1,298.00
RU	1	\$125.00
SEARC	14	\$2,100.00
SOLAR PANELS	1	\$440.00
TREE	1	\$75.00
WETADM	1	\$50.00
WETL	1	\$100.00
WT/S	2	\$200.00
Total Fees Collected:	78	\$11,224.00
Cash	3	\$250.00
Check	75	\$10,974.00

RESOLUTION SUPPORTING THE “EMERGENCY FIRST RESPONDERS PRIVACY AND PROTECTION ACT” (S.7280/A.09107)

WHEREAS, new discovery reform laws were passed in the 2019-2020 NYS Budget that overhauled the discovery process, requiring an expedited timeline to provide materials such as police reports, radio transmissions, body-worn and dash-cam video, along with other data related to prosecution; and

WHEREAS, the current law protects law enforcement personnel by allowing their personal identifying information to be exclude from discovery document and records, but does not include protections for first responders, who in many instances provide service at crime scenes; and

WHEREAS, ambulance services personnel, advanced life support first response services, certified first responders, firefighters, emergency medial technicians or advanced emergency medical technicians, who are employed by or enrolled members of any such service should also have their personal identifying information protected from discovery, so they are not subject to retaliation or witness tampering; now, therefore be it

RESOLVED, That the Putnam Valley Town Board hereby encourages all members of the New York Senate and Assembly to support S.7280/A.09107, the “Emergency First Responders Privacy and Protection Act;” and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to Governor Cuomo, Senator Sue Serino, Assemblyman Kevin Byrne, County Executive Odell, and all the 5 Supervisors of our surrounding Towns.

Seconded by _____ and adopted by the following vote

Total: Ayes: _____ Total Nays: _____

RESOLUTION:

RESOLVED, that the Town Board revise the adopted the mileage reimbursement rate to 0.575 cents, per mile, the established State rate for 2020 down one half a cent from the rate for 2019.

At the time the resolution was done for the Organizational Meeting of 2020 the IRS had not posted the new rate yet. We used the 2019 rate and are now adjusting it accordingly.



14

Town of Putnam Valley

To: Putnam Valley Town Board
From: Susan L. Manno
Date: February 19, 2020
Subject: Authorize Supervisor to Sign Contract with
OLA Consulting Engineers

MSM

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the contract with OLA Consulting Engineers, pending Town Attorney approval. This firm will be providing services to the town for the photovoltaic project to include preparations of bid specifications, review of bids and construction administration. The amount for these services is \$17,000.00 and funding has been provided through a grant with the New York State Dormitory Authority.



June 10, 2019
Revised February 18, 2020

Sue Manno
Town of Putnam Valley
265 Oscawana Lake Rd
Putnam Valley, NY 10579

RE: Professional Services Agreement
Putnam Valley PV Installation
265 Oscawana Lake Rd

Principals
Richard F. Lynch, P.E.
Thomas Abbattista, P.E.
Thomas F. Dolan, P.E.
John Tobin, P.E.
D. W. Walsh, P.E.

Dear Ms. Manno:

We are pleased to submit our Proposal to enter into a Professional Services Agreement to provide Electrical and Structural Engineering Services for the above referenced Project. Our Proposal is based on the PV Grant information provided to our office. For the purposes of this Proposal, the term "Client" refers to Town of Putnam Valley and the term "Engineer" refers to OLA Consulting Engineers, PC.

1.0 PROJECT DEFINITION/BACKGROUND

It is our understanding that the Town of Putnam Valley has been awarded a grant to install a 6.5kW DC photovoltaic (PV) system. The proposed location of the PV is a ground mounted system in front of Town Hall at 265 Oscawana Lake Rd, Putnam Valley, NY. We understand that Client requires design drawings for the PV system so the project can be publicly bid. Our scope of services shall include design, bid review and construction administration services as defined herein.

2.0 SCOPE OF SERVICES

Our Scope of Basic Engineering Services shall be as follows:

- 2.01 Perform a survey of project area prior to design to review the existing conditions in the area of work in the building. Our survey is limited to visually accessible areas only. Survey work requiring demolition and or testing of existing systems or equipment, except as otherwise noted, is not part of our basic engineering service fee. Should the need for systems testing be identified, the engineer or the engineer's sub consultant shall perform the recommended testing as an Additional Service in accordance with section 6.02.1.
- 2.02 Using the photovoltaic system information that was developed for the grant application, we shall layout the arrays on the ground taking into account shading, required setbacks. Setback requirements from the property line shall be provided by the Client.
- 2.03 We shall design the necessary wiring and raceways between the components of the photovoltaic system, including the arrays, inverters and the building's electrical distribution system.
- 2.04 We shall design the connection of the PV system to the building's utility power. This includes preparing a PV notification letter to the utility company, site coordination meeting with utility company representative, and layout of the PV connection to the existing electric service. We shall also assist the client with completing the interconnection agreement with the local utility company.

Westchester
50 Broadway
Hawthorne, NY
10532
914.747.2800

New York City
8 West 38th Street
Suite 501
New York, NY
10018
646.849.4110

olace.com

- 2.05 We shall attend up to two (2) meetings during the design phase with the client, design team and/or construction manager for coordination, construction budget review, and other design issues as appropriate. Additional meetings are available as an Additional Service in accordance with Section 6.02.1.
- 2.06 Prepare construction documents, including plans and specifications suitable for obtaining competitive pricing for both installations. We shall prepare the bid packages for the contractors, with input from the client.
- 2.07 Provide assistance to the client during the bidding and bid review stages. This shall consist of our attendance at the pre-bid conference, respond to contractors' Requests for Information (RFI's), consultation with the client on acceptability of subcontractors, and review of bids. If necessary, we shall issue addenda as appropriate to clarify or modify bidding documents.
- 2.08 Review and approve or take other appropriate action with respect to Shop drawings and submittals which the contractor is required to submit. Our review is for general conformance with the contract documents and compatibility with the design concept.
- 2.09 Provide assistance to the client in responding to contractors' (RFI's) during the course of construction. We shall issue written responses and sketches as appropriate to clarify, supplement, or modify bidding documents.
- 2.10 Provide four (4) site visits during the construction phase to generally observe the progress and quality of the work. We shall document each visit with a field observation report. Our proposal assumes that both PV installations will be done simultaneously and that we can visit both sites per visit. Additional construction meetings or site visits are available as an Additional Service in accordance with Section 6.02.1.

3.0 TERMS AND CONDITIONS

3.01 Basic Terms and Conditions of Agreement:

The Standard Form of Agreement between Owner and Engineer for Professional Services (E-500), latest edition, prepared by The Engineers Joint Contract Documents Committee (EJCDC), shall serve as the Terms and Conditions of this Agreement and is incorporated herein by reference. In the event of a conflict between this Agreement and the EJCDC document, this Agreement shall supersede said document.

3.02 Proposal Limitations:

This Proposal is limited to the Scope of Basic Engineering Services described in Section 2.0 above. Additional Services are available in accordance with Section 6.02.1. Services resulting from changes necessary due to construction cost over-runs, change orders, additional work items, review of alternate systems or construction procedures that are outside of the control of the Engineer are not part of our Scope of Basic Services. Review of alternates or submissions, sometimes referred to as Value Engineering, are not part of our Scope of Basic Services. Examples of items not included in our Basic Engineering Services fee are:

- 3.02.1 Site Engineering unless herein defined
- 3.02.2 Revisions to previously accepted drawings
- 3.02.3 Building Department filing and filing fees
- 3.02.4 Construction Administration services not defined herein
- 3.02.5 Design of roof replacement
- 3.02.6 Design of supplemental structural reinforcement to the existing roof
- 3.02.7 Design connections of the PV arrays to the roof for a non-ballasted system
- 3.02.8 Energy and payback analysis
- 3.02.9 Cost estimating

- 3.02.10 LEED Design or consulting services
- 3.02.11 Commissioning services

3.03 Hazardous Substances:

The Engineer shall not be responsible for the identification, removal, testing and/or certification of removal relative to any Hazardous Substance including, but not limited to, asbestos, PCB's, Petroleum, Hazardous Waste and similar substances. Both parties acknowledge that the Engineer's Scope of Services does not include any items related to a Hazardous Environmental Condition.

3.04 Client Furnished Materials:

The Client shall provide the Engineer with all criteria and full information as to the Client's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations. The Client shall furnish copies of all Design and Construction Standards, which the Client will require to be included in the drawings and specifications. The Client shall furnish copies of Client standard forms, conditions, and related documents for the Engineer to include in the Bid Documents as appropriate. In addition, the Client shall provide the following specific materials and information for the performance of this Proposal:

- 3.04.1 Grant application award letter
- 3.04.2 Preliminary PV system information prepared for the grant
- 3.04.3 Existing site plan, architectural, structural and electrical drawings for the building where the proposed PV system will be interconnected.

3.05 Limit of Liability:

Both parties agree that the Engineer shall not be responsible for the direction, supervision or control of the construction activities. The contractors are solely responsible for determining the construction means, methods, techniques, sequences and procedures employed during the work including all safety precautions.

4.0 CONSULTANTS

The Engineer shall perform all services identified under this Agreement. We do not anticipate the need to engage a sub-consultant at this time. In the event that a need for a sub-consultant is identified, we shall discuss that need with you and obtain your approval before proceeding.

5.0 SCHEDULE

We are prepared to commence work on this Project within seven (7) business days of our receipt of written authorization to proceed, Retainer Payment, and receipt of Client furnished materials as defined in Section 3.04. Immediately upon our commencement, we shall communicate with the Client and define a mutually acceptable schedule for the delivery of this Project.

Fees quoted in this Proposal are based on a mutually agreed upon schedule. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of the Engineer, are subject to an increase to our Basic Engineering Service fee.

6.0 COMPENSATION

Our fee for Scope of Services shall be as follows:

6.01 Basic Engineering Services:

- 6.01.1 Our fee for Basic Engineering Services described in Section 2.0 shall be the stipulated sum of seven thousand (\$17,000) dollars. A breakdown of that fee follows:

<u>Project Phase</u>	<u>Fee</u>
Construction Documents	\$10,000
Bidding and Award	\$1,000
Construction Administration	<u>\$6,000</u>
Total:	\$17,000

- 6.01.2 Project related expenses include those items indicated on the attached *Schedule of Reimbursable Expense Rates* and similar items as appropriate and necessary to provide the services related to your Project. Project related expenses shall be reimbursed at 1.15 times costs/rates indicated on the attached *Schedule of Reimbursable Expense Rates* and are in addition to our Basic Engineering Service fee.
- 6.01.3 Our fee for Basic Engineering Services described in Section 2.0 is based on the entire Project completion by September 2020. Should the Project be delayed or extended beyond the stated date, the Engineer shall be afforded the opportunity to increase stated fees and fee schedules to account for changes in salaries and other related costs.
- 6.02 Additional Engineering Services:
- 6.02.1 Additional Services of the Engineer shall be compensated on an hourly basis at our standard billing rates, per our current *Schedule of Hourly Billing Rates*, unless a stipulated sum is mutually agreed upon. A schedule of our prevailing rates is attached. No Additional Services shall be performed without prior written authorization from the Client.
- 6.03 Terms of Payment:
- 6.03.1 Invoices shall be submitted upon completion of a Project Phase or monthly based on percentage complete at that time. Payment is due twenty-five (25) days from the date of invoice. If any payment is fifteen (15) days past due or more, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and other related charges. It is expressly understood and agreed that the Engineer's fees are payable per this Proposal and not dependent on funding for the Project, approval by other agencies or organizations, or construction of the Project.

7.0 PUBLICITY

The Client agrees that the Engineer shall be permitted to photograph the Project covered by this Agreement and to use the photos in the promotion of their professional practice through advertising, public relations, website, brochures or other marketing materials. The Engineer agrees to contact the Client prior accessing the facility for the purposes of obtaining photographs. The Client also agrees to cite OLA Consulting Engineers, PC in its publicity, job site signage, presentation and public relations activities when mentioning this Project.

8.0 INSURANCE

The Engineer shall maintain Workman's Compensation, General Liability, Automobile Liability, Umbrella Liability and Professional Liability Insurance throughout the period of this Agreement. Certificates of Insurance are available on request.

9.0 STANDARD OF PRACTICE

Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same

Town of Putnam Valley

Memo

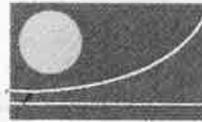
To: Putnam Valley Town Board
From: Karen Kroboth 
cc:
Date: February 13, 2020
Re: NYS Association of Conservation Commission (NYACC)

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the membership contract for NYS Association of Conservation Commissions (NYSACC). The organizational membership is \$75/year. The NYSACC is an educational organization that provides leadership in the development of vital environmental programs for cities, towns, and villages throughout the State of New York.

NYSACC DUES INVOICE

Renew your NYSACC membership or join us today and contribute to a legacy of environmental excellence in New York State. Visit nysacc.org for more information.

N
 Your Name
Town of Putnam Valley
 Municipality's Name, if applicable (e.g., Town of Kent)
COMMISSION ON THE CONSERVATION OF THE ENVIRONMENT
 Organization's Name (e.g., Conservation Board)
265 Oseawana Lake Rd
 Address
Putnam Valley N.Y 10579
 City State ZIP



The New York State Association of Conservation Commissions (NYSACC) was established in 1971 by the New York State

Department of Environmental Conservation as an independent, not-for-profit education organization that provides leadership in the development of vital environmental programs for cities, towns, and villages throughout the State of New York. Today, we bring together millions of people—government officials, environmentalists, students, and citizens—committed to preserving, protecting, and enhancing the built and natural environments in New York communities.

Your Email

NYSACC Annual Membership Dues

Member Category	Amount	TOTAL
Organization Membership <i>Covers all members of a municipal organizations and non-profits</i>	\$75.00/yr	\$75.00
For-Profit Membership <i>Covers for-profit companies</i>	\$150.00/yr	
Individual Membership <i>Covers individual NYSACC membership</i>	\$30.00/yr	
Student Membership <i>School enrollment verification required</i>	Free	
TOTAL ENCLOSED		

NYSACC is composed of municipal conservation and environmental commissions, councils, and boards, environmental non-profit organizations, and individuals. Current membership dues pricing is presented in the adjacent table.

Because NYSACC is a 501(c)(3) not-for-profit organization, individual dues payments are considered charitable donations and therefore tax-deductible (NYSACC's EIN: 23-7220465).

Your annual dues payment helps NYSACC's team of volunteers to provide expert technical assistance and information to communities across our great state, and as a NYSACC member, you are eligible for a

discounted registration rate for our annual statewide training conference and expo each fall. Please make checks payable to "NYSACC" and mail this invoice and payment to the address below:

NYSACC
P.O. Box 356
Katonah, NY 10536

Please list the names and email addresses of your organization's members in the space below to be added to the mailing list for NYSACC News, our quarterly newsletter (for additional space, use the back of this page):

Eileen Reilly
 Name

ereilly818@optonline.net
 Email

Pat Grove
 Name

pgroves24@gmail.com
 Email

Mia Azcue
 Name

miamarieyoga@aol.com
 Email

Julie Ruben
 Name

julieru@gmail.com
 Email

Glenn Sapir
 Name

gsapir@earthlink.com
 Email

Mike Usai
 Name

michael.usai@baruchmail.buny.edu
 Email

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Town of Putnam Valley
=====

TO: Town Board
FROM: Maria Angelico
SUBJECT: 2019 Budget Transfers
DATE: February 19, 2020

Hereby request your approval of the final Budget Amendments and Transfers for year ended December 31, 2019, as attached.



TOWN OF PUTNAM VALLEY

Budget Adjustment Form

Year: 2019 Period: 12 Trans Type: B2 - Amend Status: Posted

Trans No: 113167 Trans Date: 12/31/2019 User Ref: MANGELICO

Requested: Approved: Created by: MANGELICO 01/22/2020

Description: SM11 BUDGET AMENDMENTS - YE 2019 Account # Order: Yes

Print Parent Account: No

Account No.	Account Description	Amount
SM11.1610.120	LABOR	1,022.63
SM11.1630.400	ADMIN & CLERICAL.EXPENSE	126.33
SM11.1640.424	FUEL	28.68
SM11.1640.472	HARVESTER.MAINTENANCE AND REPAIR	131.36
SM11.4068.400	CARP MAINTENANCE	1,200.00
SM11.7180.472	LAKE SURVEY/FISH STOCKING	2,824.00
Total Amount:		<u>5,333.00</u>

TOWN OF PUTNAM VALLEY

Budget Adjustment Form

Year: 2019	Period: 12	Trans Type: B1 - Transfer	Status: Posted
Trans No: 113166	Trans Date: 12/31/2019	User Ref: MANGELICO	
Requested:	Approved:	Created by: MANGELICO	01/22/2020
Description: TO RECALSSIFY SM11 TRANSFERS AS AMENDMENTS (FB)			Account # Order: Yes
			Print Parent Account: No

Account No.	Account Description	Amount
SM11.1610.120	LABOR	-1,022.63
SM11.1630.400	ADMIN & CLERICAL.EXPENSE	-126.33
SM11.1640.424	FUEL	-28.68
SM11.1640.472	HARVESTER.MAINTENANCE AND REPAIR	-131.36
SM11.4068.400	CARP MAINTENANCE	-10.00
SM11.4068.400	CARP MAINTENANCE	-1,190.00
SM11.7180.211	AQUATIC TECHNOLOGY	1,290.32
SM11.7180.211	AQUATIC TECHNOLOGY	28.68
SM11.7180.211	AQUATIC TECHNOLOGY	1,190.00
SM11.7180.211	AQUATIC TECHNOLOGY	2,824.00
SM11.7180.472	LAKE SURVEY/FISH STOCKING	-2,824.00
Total Amount:		0.00

