



TOWN OF PUTNAM VALLEY

Work Session

June 10th, 2020

Town Hall

5 PM



Pledge of Allegiance

Meeting called to Order

Supervisor's Comments

Discussion:

- Lake Peekskill Dam

1. Authorize the Supervisor to accept the resignation of Thomas Patterson from the Putnam Valley Planning Board
2. Authorize Supervisor to sign a letter of support for the fiscal analysis of the proposed Fire House project attached to the minutes
3. Resolved to appoint the Town Board of the Town of Putnam Valley as lead Agent for the proposed Zoning Code changes

Districts:

4. Authorize the Supervisor to sign the contract with PDM Landscaping
5. Authorize Supervisor to waive building permit fees for Abele Park
6. Appoint Lake Oscawana Harvester Assistant
7. Appoint Lake Peekskill Beach Monitor
8. Appoint hourly District Beach Monitors
9. Appoint hourly Barger Pond District Labor

Highway:

10. Authorize purchase for left discharge body

11. Audit of monthly bills

Adjournment

Next Town Board Meeting: Regular Town Board Meeting, Wednesday, June 17th, 2020, 6PM at Town Hall



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May 19, 2020
12.P000061.21

Mr. Sam Oliverio, Supervisor
Town of Putnam Valley
265 Oscawana Lake Road
Putnam Valley, NY 10579

Re: Proposal for Dam Engineering Services
Final Design and Permitting
Repair of Lake Peekskill Dam (DEC# 213-0814)
Town of Putnam Valley, Putnam County, New York

Dear Mr. Oliverio:

In response to your request, GZA GeoEnvironmental of New York (GZANY) is pleased to submit this proposal to the Town of Putnam Valley to provide dam engineering services to conduct the final design and permitting phases for the repair of Lake Peekskill Dam.

We believe our knowledge and understanding of Lake Peekskill Dam from our past involvement conducting the recent stability analyses of the dam and preparing a Stability Analysis Report will provide a benefit to the Town during the final design and permitting phases of this project.

BACKGROUND

Lake Peekskill Dam is a concrete gravity dam approximately 120-foot long, with a maximum height of 24 feet at the spillway section between the two concrete weirs (based on record drawings). Records indicate that the dam was built in 1928. The principal spillway consists of two 6-foot wide concrete weirs. The top of the non-overflow sections of the dam is approximately 4.5 feet above the normal summer pool elevation of 291. An abandoned 17-foot wide concrete bridge deck sits directly on top of the dam crest and piers downstream of the toe of the dam. A newer bridge superstructure is located above the abandoned bridge deck, but not connected to the dam.

The dam is classified as a Class C – High Hazard potential structure per New York State Department of Environmental Conservation (NYSDEC).

According to the 2011 Hydrologic and Hydraulic Assessment/Inundation Mapping Report prepared by Woidt Engineering and Consulting, P.C., the spillway capacity is approximately equal to the ½ PMF flood, which is the Spillway Design Flood.

Under a prior contract, GZANY reviewed available information, including previous stability analyses, and then performed independent stability analyses for the dam and spillway. The



results were summarized in the letter report dated July 26, 2019. In the report, we concluded that the dam body monoliths (most critically, the central monolith including the spillway section) do not meet the NYSDEC dam safety requirements for sliding and overturning. Therefore, GZANY recommended the Town move forward with the necessary stabilization measures to bring the dam into compliance with the NYSDEC dam stability requirements. Based on recent communication, we understand the Town has accepted GZA's recommendation to repair the Peekskill Lake Dam by proceeding with the detailed design and permitting of stabilization works as outlined in this proposal.

PROPOSED SCOPE OF WORK FOR FINAL DESIGN AND PERMITTING PHASES

The proposed scope of work presented herein is to design and permit the repair of Peekskill Lake Dam to bring the dam into compliance with stability requirements specified in the NYSDEC's Guidelines for Design of Dams.

As recommended in GZANY's Stability Analysis Report, the proposed repair will include the addition of post-tensioned rock anchors to increase the overturning and sliding stability of the existing dam structure, including the spillway.

Task 1: Field Measurements and Site Visits

Detailed topography of the dam and surrounding area is critical in properly completing the design process and providing accurate details for construction. Civil Dynamics Engineering PC (now part of GZANY) collected limited measurements of the dam on May 23, 2017 in support of the previous stability analysis work. However, the previously collected data is not sufficient to develop construction drawings. Therefore, GZANY will conduct one site visit to collect additional field measurements to be used in developing the design and construction documents.

Task 2: Final Design Analyses

GZANY will conduct additional stability analyses to support the final design of the repair of the dam and spillway to meet stability requirements against sliding and overturning failure. The analyses will be used to design the proposed post-tensioned rock anchors.

We will prepare a final design report describing the results of the stability analyses and other analyses necessary to support the proposed design. The report will also be part of the final design package for the repair of the dam that will be submitted to NYSDEC as part of the dam safety permit package.

It is important to note that we will base the final design on the hydrologic and hydraulic analyses conducted by Woidt Engineering and Consulting, P.C. which was presented in a report dated December 2011. Specifically, we have not included re-analyzing or updating the existing hydrologic and hydraulic analyses under this proposal.

Additionally, we will design the post-tensioned anchors using the subsurface information included in Walter B. Satterthwaite Associates, Inc.'s report entitled "Lake Peekskill Dam", dated February 1989, which included two test borings through the existing dam structure. We have not included additional subsurface exploration or laboratory testing under this proposal. Therefore, we will base the rock anchor design on published lower-bound parameters for the rock.



Task 3: Construction Plans and Technical Specifications

GZANY will prepare construction drawings and technical specifications for submittal to the applicable agencies for permitting. These documents will also be suitable for use in public bidding and subsequent construction.

GZANY will address construction issues and concerns when preparing the documents. The Plans will contain plan views, cross-sections, details, and general and specific notes. Additionally, we will delineate temporary access, the contractor's staging areas, limits of disturbance, clearing and grubbing limits and other limits on the Plans.

The following typical list of drawings is anticipated:

- Sheet 1 – Cover Sheet/Location Map/List of Drawings
- Sheet 2 – Plan of Existing Conditions
- Sheet 3 – Plan of Modifications at Dam
- Sheet 4 – Sections and Details at Dam
- Sheet 5 – Post-Tensioned Anchor Details
- Sheet 6 – Soil Erosion and Sediment Control Plan, Details and Notes

GZANY will provide preliminary plans at about 50 percent completion for review and comment by the Town.

GZANY will prepare Technical Specifications in CSI (Construction Specification Institute) format. Each section will contain a general description of the work to be performed, the material required, the corresponding applicable standards and execution.

An engineer's cost estimate of the construction at the dam will be prepared and submitted with final documents.

Task 4: Permitting

A Joint Application for a Dam Safety Permit and a Protection of Waters Permit will be submitted to the NYSDEC, and US Army Corp of Engineers if required, to conduct the work on the dam. The application package will include a Supplement D-1 Form, supporting calculations and the final Construction Plans and Technical Specifications. Part 1 of a Short Environmental Assessment Form (SEAF) will also be prepared.

In addition to the above-described permits, it is currently not known if there are any regulated wetlands that will be disturbed or if the NYSDEC will require wildlife and habitat assessments. It is also not currently known if a wetland delineation is needed. Given these unknowns, we are proposing to provide the permitting on a time and materials basis.

DELIVERABLES

In performing the final design and permitting work, we will:

1. Attend one (1) project meeting with the Town. Additional site visits or meeting(s) will be on a time and materials basis.
2. Submit one (1) copy of the preliminary Construction Plans and Technical Specifications, at about 50 percent completion, to the Town of Putnam Valley for review. Finalize the documents after receiving comments from the Town of Putnam Valley.



3. Submit one (1) copy of the draft permit applications to the Town of Putnam Valley for review.
4. Submit the required copies of documents for the permit applications to the respective agencies.
5. Respond to comments from NYSDEC Dam Safety Section.
6. Respond to comments from NYSDEC Division of Environmental Permits.
7. Submit two (2) copies and an electronic copy of the final Construction Plans and Technical Specifications to the Town of Putnam Valley.

Bidding assistance and construction phase services are not included in the services in this proposal. We can include these services in a separate proposal, when needed.

PROPOSED SCHEDULE

We are prepared to begin work within two weeks of receiving authorization of this proposal.

We expect the construction plans to be 50% complete within three (3) months of receiving written acceptance. We expect the draft permit applications will be completed within six (6) months.

PROPOSED COST FOR FINAL DESIGN AND PERMITTING

GZANY proposes to provide the final design tasks on a lump sum basis in accordance with the following schedule.

Lump Sum Final Design Tasks	Level of Effort	Labor Cost	Expenses	Subtotal
Task 1: Field Measurements and Site Visit	36 hours	\$4,620	\$300	\$4,920
Task 2: Final Design Analyses	174 hours	\$29,090	\$300	\$29,390
Task 3: Construction Plans and Technical Specifications	197 hours	\$28,425	\$300	\$28,725
Task 4: Permitting (T&M)				See below
Total Lump Sum	407 hours	\$62,135	\$900	\$63,035

As noted above, we are proposing to provide the permitting on a time and materials basis because the scope of work is currently not well defined. GZANY proposes to provide the **permitting task on a "Time and Materials" basis with a "not to exceed" (NTE) cost of \$10,000** in accordance with the attached Schedule of Fees.

In summary, the proposed cost is:

Lump Sum Final Design	\$63,035
T&M Permitting NTE	\$10,000
Total Contract Amount	\$73,035

GZANY fees will be invoiced on a monthly basis according to work performed during that period.

The Town of Putnam Valley will be responsible for all permit fees associated with submitting the above applications.



TERMS AND CONDITIONS OF ENGAGEMENT

Conditions of engagement are described in the attached Terms and Conditions for Professional Services. This proposal is valid for 90 days from the date of issuance.

This proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. The executed agreement must be received prior to commencement of the work. Issuance of a purchase order implicitly acknowledges acceptance of conditions of engagement. This Proposal for Service and the Terms and Conditions shall constitute the entire agreement between parties.

Thank you for the opportunity to continue to assist you with the Peekskill Dam repair design, and please contact Chris Adams at (973) 600-3514 with any questions or comments.

Sincerely,
GZA Geoenvironmental of New York

Hamid Fallah, P.E.
Senior Project Manager

Christopher S. Adams, P.E.
Principal/Senior Vice President

Matthew A. Taylor, P.E.
Consultant/Reviewer

This Proposal for Services, Schedule of Fees and the referenced Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of the Client.

Acceptance by The Town of Putnam Valley:

By: _____

Title: _____

Printed Name: _____

Date: _____



**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
INCLUDING SITE INVESTIGATION, REMEDIATION,
GEOTECHNICAL, CONSTRUCTION, AND TESTING**
© 2016 by GZA GeoEnvironmental, Inc.

Client ("You"): The Town of Putnam Valley
Proposal No.: 12.P000061.21
Peekskill Lake Dam, Town of Putnam Valley, Putnam
Location: County, NY

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

Before signing the Proposal, be sure you read and understand the paragraphs entitled "Indemnification" and "Limitation of REMEDIES" which deal with the allocation of risk between you and GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
 - d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.



- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
- (ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend,



indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.



18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. New York law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



SCHEDULE OF FEES

Labor Per Hour**

Principal	\$245.00
Senior Project Manager/Senior Technical Specialist	\$185.00
Project Manager/Technical Specialist	\$165.00
Assistant Project Manager	\$135.00
Engineer/Scientist/Geologist II	\$125.00
Field Technician I*	\$125.00
CAD/Technical Designer*	\$125.00
Administrative Assistant*	\$90.00
Outside Services and Subcontractors	Cost Plus 10%
Expenses	Cost Plus 10%

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the above rate.

**A fifty percent (50%) premium will be added to the above rates for expert witness and other special services.

The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.

The above-listed rates are valid for the Calendar Year in which this proposal is accepted by Client. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.

EXPENSES

- Laboratory service, rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide-format scanning
- Express mail and shipping charges
- Personal vehicle travel for projects at IRS rates
- Project-specific computer hardware and software
- Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only

INVOICES

GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

BUDGETS

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.

RETAINER

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.



1

Town of Putnam Valley
Planning Board
265 Oscawana Lake Road
Putnam Valley, New York 10579
(845) 526-3740 Fax (845) 526-3307
www.putnamvalley.com

To: Supervisor Oliverio

Cc: Town Board

From: Michele Babnik, Planning & Zoning Board Senior Clerk

Date: June 8, 2020

Re: Planning Board Chairman Resignation.

Please accept the resignation of Thomas Patterson as Planning Board Chairman as of June 8, 2020.

Michele Babnik

From: Thomas Patterson <tp7157@gmail.com>
Sent: Monday, June 01, 2020 6:56 PM
To: Sam Oliverio
Cc: Michele Babnik; Bruce Barber; Todd Atkinson (Todd.Atkinson@jrfa.com); Dale Phillips (dale@ejyork.com); Tom Carano (TCPVPB@gmail.com); Darren Rich; Patrick Lennon; Anthony Williams Sr.; Bob Lusardi
Subject: Letter of Resignation

Mr. Supervisor, Members of the Board and Staff,

It is with deep regret that I am submitting my letter of resignation from the Putnam Valley Planning Board. It has been a pleasure to serve with you all as a member, on and off for the past 16 years and as chairman for the past three plus years. Unfortunately I have moved out of town and can no longer maintain my position.

Sincerely
Thomas Patterson

Fiscal Analysis

Putnam Valley Fire Department
Town of Putnam Valley, Putnam County, New York

Prepared for:

Putnam Valley Fire Department
Oscawana Lake Road
Putnam Valley, NY 10579

Prepared by:

Tim Miller Associates, Inc.
10 North Street
Cold Spring, NY 10516

Last Submitted:
March 23, 2020

1.0 Existing Conditions

Fire Department Funding

In 2019, property owners in the fire protection district paid \$0.8865 per \$1,000 assessed valuation to fund the district, or approximately \$88.65 per \$100,000 of assessed value. In 2019 property taxes in the amount of \$1,424,902 were levied to fund the Fire District's 2019 budget. The Departments 2019 operating budget totaled \$1,259,000. The remaining funds are used as rewards for incentives to the fire fighters.

Existing Property Tax Revenues - Project Site

The Putnam Valley Fire Department proposes to construct a new fire station to be located on a 10.34-acre parcel with frontage on Oscawana Lake Road in the Town of Putnam Valley, Putnam County, New York. The property is identified on the Town of Putnam Valley tax maps as 72.20-1-7.12. The Project Site, already in the fire department's ownership, is presently vacant, tax exempt, and does not generate property tax revenues to any of the applicable taxing jurisdictions (see Table 1). The project site has a 2019 total market value of \$212,500 and as a tax-exempt property the assessed valuation is \$0. The Project Site is not located in any special taxing district.

Table 1 Taxing Jurisdictions			
Tax Parcel ID	Taxing Jurisdiction	Market Value	Assessed Value
72.20-1-7.12	Putnam County	\$212,500	\$0
	Town of Putnam Valley	\$212,500	\$0
	Putnam Valley School District	\$212,500	\$0
Source: Putnam Valley Real Property Tax Services Agency, 2019.			

2.0 Potential Impacts

The Putnam Valley Fire Department (PVFD) currently has two fire stations. Station 1 is located in the municipal complex of buildings located at 12 Canopus Hollow Road, approximately one-half mile to the north of the proposed new fire station. Station 2 is located in the hamlet area of Putnam Valley at 710 Peekskill Hollow Road.

The long-term plan for the PVFD facilities is to build a modern building meeting current National Fire Protection Association (NFPA) standards on the vacant site obtained precisely for this purpose. It is envisioned to turn the existing building, that is critically substandard for a fire department, over to the Town for its use. The PVFD intends to maintain Station #2 that is adequately sized for its current and anticipated use.

The New Fire Station Study (2016 update to the 2010 10-Year Fire Service Plan) describes the condition of the two existing PVFD stations as they pertain to firematic operations (not an architectural or engineering assessment). Originally built in 1946 and renovated in 1970 to 1972, Station 1 has a number of functional deficiencies related to current Department needs, in particular insufficient space for modern apparatus and minimal office space, and its site allows no room for expansion. Station 2, built in 1959 and renovated and expanded in 2000, continues to provide adequate functional space for equipment and staff.

The replacement of Station 1 by a modern facility of sufficient size, equipped with the features of a modern fire department is determined in the Fire Station Study to be necessary. This is primarily due to its inadequate office space and lack of floor space for larger apparatus as older existing apparatus is replaced, to provide satisfactory administrative space and functional space for equipment maintenance and staff safety to support the evolving functions of the Department in compliance with contemporary health and safety practices. Since the current Station 1 site allows no room for expansion, an alternative site was secured. The Study describes the positive attributes of maintaining the main fire station for PVFD near the existing facility where a greater concentration of residents are located and a concentration of department volunteers as well. Being approximately one-half mile apart on Oscawana Lake Road, there is virtually no operational difference between the old and the new station locations relative to emergency response times.

There is no plan to expand Station 2.

Project Costs

The total cost of the proposed facility, as designed, is estimated at up to \$10.8 million dollars. This cost estimate is generated from the conceptual building plans and preliminary site plans currently designed by the Fire Department and its consultants, for its facility. The designed facility is envisioned to accommodate the Department's needs for many decades as the Town grows and demand for Department services increases. The building will provide adequate space for its existing operations, storage needs, proper equipment handling, and training, and space to grow to accommodate future staff without need for further building expansion. As such, almost all of the items included in this estimate are considered essential (priority) items necessary to construct and furnish an active fire station that meets modern operational and training needs and meets current standards set by the NFPA.

Revenue Source

The PV Fire Protection District has been in need of a new facility for some time and has been saving funds to help pay for the improvements. The District currently has \$2,000,000 set aside in funds. Their current budget of \$1,259,000 includes funds in the amount of \$350,000 annually to pay the bond payment when the new fire house is built. In addition, the current budget includes funds to pay the mortgage for improvements to substation #2, in the amount of \$75,000 annually, which was paid off in 2019. Thus, with no tax increase, the District budget already includes funds to make annual payments of up to \$425,000 to help pay off a bond on the new facility. Current cost estimates for the new fire house are up to \$10.8 million dollars, however, including this year's loan funds, the District has \$2,425,000 already saved, thus the remaining need for funds drops to \$8,375,000

Based on the current remaining need for funds to cover construction costs of up to \$8,375,000 million for the new firehouse, and a 4.25% serial bond interest rate, the full annual cost to the fire protection district resulting from the new construction would be approximately \$495,000 for a term of 30 years, of which the District's annual budget already includes \$425,000 leaving a remaining need for \$70,000 annually. Adding the additional annual cost of new firehouse construction to the existing 2019 Fire Department funding would increase the fire district levy to \$1,494,902. The proposed firehouse construction would be included in the District's annual budget which is funded through property taxes levied on property owners within the fire protection district.

Fire Protection District

A fire protection district is a geographic service area within a town, established for the purpose of fire protection. Towns contract for fire protection services within these districts at the expense of the property owners in that district. The contract may be with a city or village fire department, a fire district, or an independent fire company. An independent fire company is a special not-for-profit corporation formed to provide fire protection to a fire district, fire protection district, or village under contract. The contract is with a governing body. In towns served by a fire protection district, the town levies property taxes to pay for the contractual cost.

In the case of Putnam Valley, the Town contracts with the independent not-for-profit fire company, the Putnam Valley Volunteer Fire Department. The Putnam Valley Volunteer Fire Department was incorporated in 1946 as a not-for-profit private corporation, and is overseen by a Board of Directors.

The Putnam Valley Town Board created a fire protection district to be able to levy a property tax to pay for the fire department's costs. Putnam Valley is one of the few places where the boundary of the fire protection district is coincident with the Town boundary.

Fiscal Effect on Property Owners

TMA contacted the Putnam County Real Property Services Agency to obtain a property tax roll for the fire protection district which includes property classification codes for each property within the district. With this information, it is possible to determine the average value of residential parcels within the District, by dividing the taxable value of all residential parcels by the total number of residential parcels. The average value of residential parcels in the District is approximately \$400,000.

Based on data presented on the Town's printed tax roll used to calculate 2019 tax rates, the total taxable value of property within the fire protection district is \$1,607,334,807. Dividing the fire district funding (including costs for a new firehouse) by the district's total taxable value results in a tax rate of \$0.93005 per \$1,000 taxable value. Thus, the increase in the tax rate could be \$0.04355 per \$1,000 taxable assessed value resulting in a tax increase of approximately \$17.42 for a home valued at \$400,000. Actual budgeting for the Fire Department's 2020 budget resulted in a zero percent increase to tax payers. Cost saving measures being investigated by the Department related to the firehouse, in combination with negotiation of a five-year contract could result in no increase at all to residents related to the firehouse construction. The projected annual increase of approximately \$17.42 is considered a conservative estimate of fiscal impacts related to the proposed firehouse.

As a result of the firehouse's construction, only the tax rate for the Putnam Valley Fire Protection District would increase. The tax rates associated with other applicable taxing jurisdictions would not change as a result of the proposed Project. Table 2 shows the anticipated change to the applicable tax rates.

Table 2 Property Taxes After Development			
Taxing Jurisdiction	2019 Tax Rate*	Projected Tax Rate*	Net Change*
Putnam County	\$3.0833	\$3.0833	\$0.0000
Town of Putnam Valley	\$5.0303	\$5.0303	\$0.0000
Putnam Valley School District	\$26.3487	\$26.3487	\$0.0000
Putnam Valley Fire Protection District	\$0.8865	\$0.93005	\$0.04355
TOTAL	\$35.3488	\$35.7176	\$0.04355
Taxes Paid on \$400,000 assessed value	\$14,140	\$14,158	\$17.42

Source: Tim Miller Associates, 2019.
 * - Tax Rate per \$1,000 of assessed valuation.
 In the Town of Putnam Valley, properties are assessed at 100 percent of market value.

Based on an average value of \$400,000, the average residential property owner would pay \$372¹ annually to the fire protection district of which \$17.42 represents the increase in taxes to fund the new firehouse.

Presently, fire protection district taxes represent less than three percent (2.79%) of all taxes paid by a typical property owner located within the Town of Putnam Valley. Based on the projected tax rate, the future fire protection district tax would increase by less than half of (1) percent when the new firehouse is built, or approximately \$18 per year for the average \$400,000 Putnam Valley home. However, it is acknowledged that the tax rate for other taxing jurisdictions may increase/decrease over time, depending on future budgets adopted by same.

3.0 Mitigation Measures

No mitigation measures are proposed related to Fiscal impacts.

¹Based on 0.8865 tax rate.



Town of Putnam Valley Town Board
265 Oscawana Lake Road
Putnam Valley, New York 10579
(845)526-2120 Fax (845)526-2130
www.putnamvalley.com

June 3, 2020

TOWN CODE: CHAPTER 165: ZONING AMENDMENTS
CHAPTER 161: TREE CUTTING AMENDMENTS
CHAPTER 120: VEHICLES AND TRAFFIC AMENDMENTS

INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town of Putnam Valley Town Board has reviewed Chapter 165 of the Town of Putnam Valley Town Code entitled; “Zoning”, Chapter 161 of the Town of Putnam Valley Town Code entitled “Tree Cutting, and Chapter 120 of the Town of Putnam Valley Town Code entitled “Vehicles and Traffic; (“the revisions”) and

WHEREAS, the Town Board finds that the revisions to these chapters (attached) are in order to provide clarification to code; and

WHEREAS, the proposed revisions of the town code constitutes the proposed action; and

WHEREAS, the Town Board has reviewed a long-form environmental assessment form and finds that the proposed action is a Type I Action; and

WHEREAS, pursuant to SEQRA regulations a Lead Agency must be established; and

WHEREAS, the Town Board has determined that it is the agency with the broadest jurisdiction qualifications to serve as lead agency;

THEREFORE BE IT RESOLVED, the Town Board hereby declares its intent to retain the designation of Lead Agency for reviews of the proposed action; and

BE IT FURTHER RESOLVED, the Town Board hereby directs that the involved and interested agencies be notified of the Board’s intent to be the Lead Agency and that a copy of the EAF, and the proposed revisions to Chapter 165 of the Town Code be delivered to said agencies seeking their consent to the Town Board acting as Lead Agency.

Motion: _____

Second: _____

	Yea	Nay	Abstention	Absent
Sam Oliverio, Jr.	___	___	___	___
Jacqueline Annabi	___	___	___	___
Louie Luongo	___	___	___	___
Ralph Smith	___	___	___	___
Wendy Whetsel	___	___	___	___

Date: _____

I certify that the above resolution was adopted by the Town of Putnam Valley Town Board at a meeting of the Board on the date set forth above.

BY: _____

Sherry Howard, Town Clerk

4

Memorandum

To: Town Board Members
From: Judy Travis, District Clerk
Date: 6/2/2020
Re: Abele Park Grassy Beach

I formally request the Town Board's authorization for the Supervisor to sign the attached contract with PDM Landscaping LLC, 312 Sprout Brook Road, Garrison, NY 10524 to level and seed the Abele Park grassy beach area on Cayuga Road for the price of \$7500.00.

This price also includes 20 yards of crushed blue stone gravel to be added to the parking area.

Three prices were obtained and PDM had the lowest bid.



PDM Landscaping LLC

312 Sprout Brook Rd
Garnison, Ny 10524 US
(914) 648-0919
pdmlandscaping21@gmail.com



INVOICE

BILL TO
John Deluca
Abele Park

INVOICE 1006
DATE 05/08/2020
TERMS Net 30
DUE DATE 06/07/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Level and seed park area Gravel parking lot. With 3/4 crush blue stone	1	7,500.00	7,500.00T

This is with 20Yrds of gravel add extra 1,000.00\$ for extra 20 yards of gravel to make 40yrds of gravel . Parking lot will need 40yrds price includes labor and materials

SUBTOTAL	7,500.00
TAX (8.375%)	<i>Exempt</i> 628.13
TOTAL	8,128.13
BALANCE DUE	\$8,128.13

<u>Description</u>	<u>Oty</u>
<u>Rate</u>	<u>Amount</u>
05/20/2020	
Abele park	

detailed

estimate

05/20/2020 Sales	
Fill will be	1
7,500.00	7,500.00

coming from

crp sanitation

60-100 yards .

20 yards

Screened fill

will also be

coming from

crp

sanitation.

Topsoil will

be supplied

from central

Irrigation as

long with the

Grass seed and

hay . Gravel

for parking

will be

supplied from

south street

materials .man

power and

machines will

be supplied

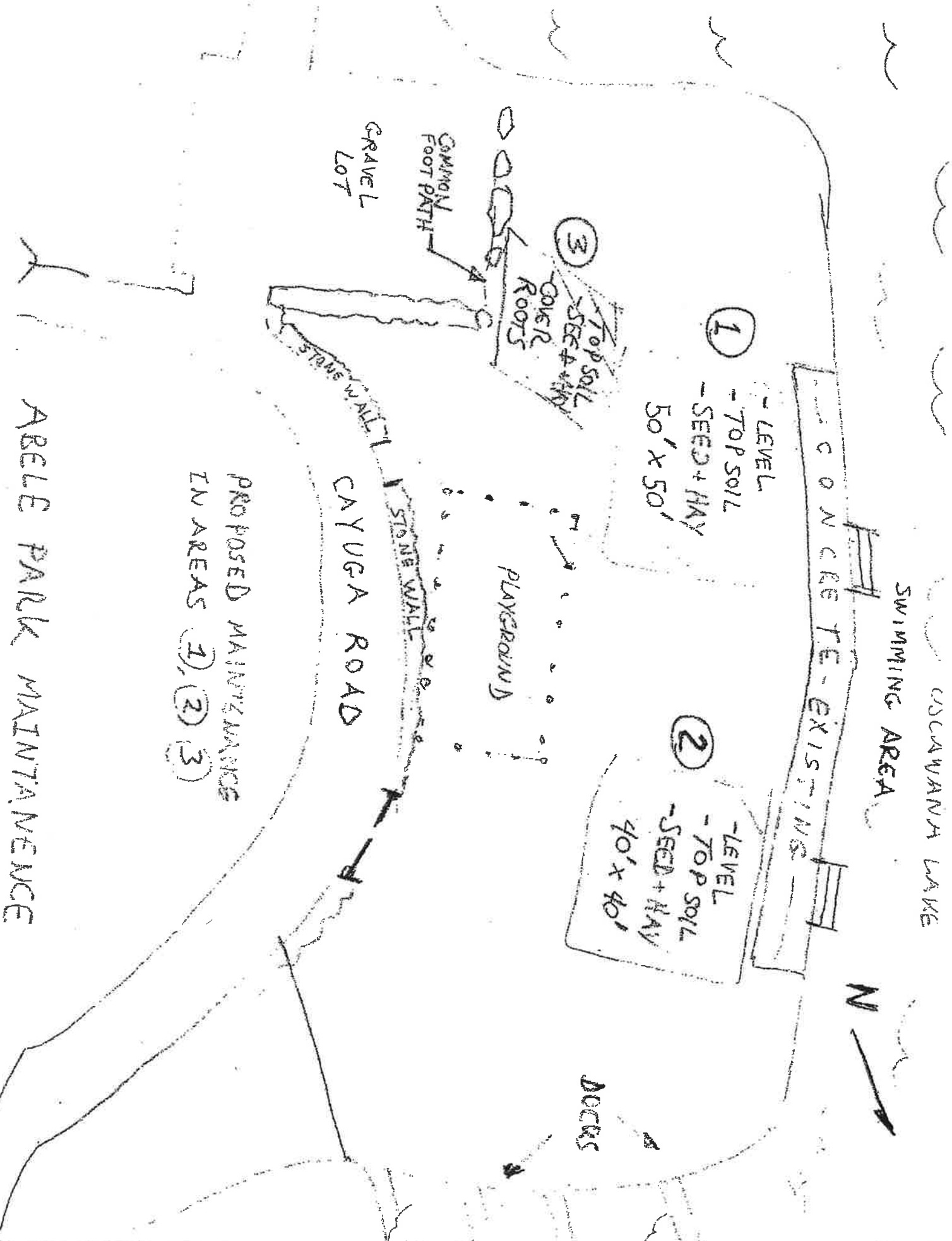
from Pdm

landscaping

llc

Total:
\$7,500.00

*"Town of Putnam valley " Abe
le park bid work*



ABELE PARK MAINTENANCE

PROPOSED MAINTENANCE IV AREAS (1), (2), (3)

CAYUGA ROAD

STONE WALL

PLAYGROUND

CONCRETE EXISTING

SWIMMING AREA

OSCAWANA LAKE

N

DOCKS

GRAVEL LOT

COMMON FOOT PATH

TOP SOIL - SEED + MAY COVER ROOTS

(1) - LEVEL - TOP SOIL - SEED + MAY 50' x 50'

(2) - LEVEL - TOP SOIL - SEED + MAY 40' x 40'

(3)

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS – DISTRICT CLERK
Date: 6/2/2020
Re: WAIVER OF TOWN OF PUTNAM VALLEY WETLAND AND
BUILDING DEPARTMENT FEES

I formally request that the Town Board waive any and all Town of Putnam Valley Wetland Waiver and building permit fees for leveling and seeding of the Abele Park grassy beach area on Cayuga Road.



6

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS
Date: 4/1/17
Re: LAKE OSCAWANA HARVESTER ASSISTANT

I formally request the Town Board appoint Earl Smith, 201 Canopus Hollow Road, Putnam Valley, NY 10579 as a harvester assistant and carp fence supervisor on Lake Oscawana for the 2020 season at a rate of \$2000.00 for the season with no benefits.

The job will run from June 22 through September 22, 2020.



7

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS – DISTRICT CLERK
Date: 6/1/2020
Re: LAKE PEEKSKILL BEACH MONITOR

I formally request that the Town Board appoint Alexis Acevedo as the Lake Peekskill Beach Monitor for the 2020 season for a salary of \$2000.00 with no benefits. The job will begin July 4 and end on September 7.

Alexis will oversee the beach staff at all 3 Lake Peekskill beaches.



8

Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS
Date: June 1, 2020
Re: DISTRICT BEACH MONITORS

I formally request the Town Board appoint the following District beach monitors for the 2020 season at the rate of \$10.00 / hour with no benefits.

Marianne Forlano
Jennifer Fabiano
Kyle Costello



Memorandum

To: TOWN BOARD MEMBERS
From: JUDY TRAVIS
Date: June 3, 2020
Re: BARGER POND DISTRICT LABOR

I formally request that the Town Board appoint Frank DeFelice, 4 Slate Crossing, Putnam Valley, NY to the position of Barger Pond District Labor at the rate of \$20.00 / hour with no benefits.

The position will run June 22 through September 11 to allow for setup and breakdown of the swim area.



10

Lawrence Cobb
Road
Highway Superintendent
Putnam Valley, NY 10579

265 Oscawana Lake

Joseph K. Hertelendy
3333 phone
General Foreman

(845) 526-

(845) 526-4729 fax

Margaret Bradley
Senior Typist
LCOBB@PUTNAMVALLEY.COM

E-mail address:

Joann Carroll
Part-time Clerk
Monday - Friday

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

Town of Putnam Valley Highway Department

June 3, 2020

MEMORANDUM

TO: Samuel Oliverio
Members of the Town Board

FROM: Larry Cobb

RE: Oneida County Contract award #2061

I will be purchasing a 10 foot left discharge body from Amthor Welding for \$29,540.00. This purchase is within my budget.

Sincerely,
Larry Cobb