

TOWN OF PUTNAM VALLEY

Town Board Work Session

September 14th, 2022 Town Hall 5 PM

Meeting called to Order

Pledge of Allegiance

- 1. Approve Municity Integrated Parcel Management SaaS
- 2. Facilities:
 - a. Authorize Grant Disbursement Agreement with NYS Dormitory Authority
 - b. Authorize Purchase of 2022 Ford Escape Town Vehicle
- 3. Approve Surveying Services Proposal for Wenonah Road Farm Site
- 4. Approve New Facilities Manager
- 5. Finance: Approve Go To Bid For BAN Renewal Highway Equipment Purchases
- 6. Districts:
 - a. Approve Barger Pond Fence Improvement
 - b. Approve Wildwood Knolls Facilities Revenue Report 2022
 - c. Approve Lookout Manor Laborer
- 7. Zoning: Appoint Ad-Hoc Member to the Zoning Board
- 8. <u>Highway</u>: Approve Items for Auction
- 9. Parks & Recreation: Approve Changes to Parks and Recreation Commission
- 10. <u>Daily Fee Report</u> Summary August 1, 2022 August 31, 2022

Adjournment

Next Town Board Meeting: Wednesday, September 21st, 2022, 6 PM
Public Hearing

RICHARD QUAGLIETTA
Code Enforcement Officer

PATRICIA A. SMITH Deputy Zoning Inspector

DOREEN C. PIACENTE Sr. Clerk to the Building Dept

MICHELLE STEPHENS
Clerk to the Building Dept.

TOWN OF PUTNAM VALLEY BUILDING & ZONING DEPARTMENT

TOWN HALL

265 Oscawana Lake Road Putnam Valley, New York 10579

Tel: 845 526-2377 Fax: 845 526-8806

July 19, 2022

MEMORANDUM TO:

Supervisor and Town Board

FROM:

Richard Quaglietta, Code Enforcement Officer

RE:

Computer Software

This is a request to authorize Supervisor to sign the Municity contract to provide computer software for the Building, Zoning and Planning departments.





Town of Putnam Valley

To:

Putnam Valley Town Board

From:

Susan L. Manno

Date:

September 9,2022

Subject:

Authorize Supervisor/Town Attorney to Sign Grant Disbursement

Agreement with New York State Dormitory Authority

I formally request that the Putnam Valley Town Board authorize the Supervisor and Town Attorney to sign the Grant Disbursement Agreement with the New York State Dormitory Authority. The grant is to be used to winterize the recreation building located in the town camp so that it may be utilized during the winter months for recreational programs. The grant is in the amount of \$100,000.00.

This GRANT DISBURSEMENT AGREEMENT includes

all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF

NEW YORK ("DASNY"):

515 Broadway

Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org

THE GRANTEE:

Town of Putnam Valley 265 Oscawana Lake Road Putnam Valley, New York 10579 Contact: Susan Manno

Contact: Susan Manno Phone: (845) 526-9114

Email: smanno@putnamvalley.com

THE PROJECT:

Upgrades to the Day Camp

PROJECT LOCATION(S):

ADDRESS:

Day Camp

140 Brookfalls Rd, Putnam Valley, New

York 10579, United States

GRANT AMOUNT:

\$100,000.00

FUNDING SOURCE:

State and Municipal Facilities

Program("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT

INFORMATION SHEET DATE:

6/9/2022

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

1

Project ID: GranteeID:

7844 1017

FMS#:

154624

TERMS AND CONDITIONS

The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

Updated 7/6/2022

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (https://grantsmanagement.ny.gov/) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- I) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (https://grantsmanagement.ny.gov/).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

- viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought. Updated 7/6/2022

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Updated 7/6/2022

Town of Putnam Valley Upgrades to the Day Camp Project ID: 7844

This agreement is entered into as of the latest date written below:

GRANTEE: Town of Putnam Valley	¥.
Jacqueline Annabi	
(Signature of Grantee Authorized Off	ficer)
Jacqueline Annabi (Printed Name and Title)	Supervisor
Date: 9/7/2022	
DORMITORY AUTHORITY OF THE STA	ATE OF NEW YORK
(Signature of DASNY Authorized Office	er)
(Printed Name)	
Date:	
DASNY	OFFICE USE ONLY
GRANTS ADMIN REVIEW	FINAL LEGAL REVIEW
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

Updated 7/6/2022





Town of Putnam Valley

To:

Putnam Valley Town Board

From:

Susan L. Manno

Date:

September 9, 2022

Subject:

Authorize Purchase of 2022 Ford Escape - Town Vehicle

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the Purchase Agreement with Park Ford to purchase a 2022 Ford Escape AWD in the in the amount of \$29,999.43. This vehicle will be used by the Town Hall and Parks & Recreation Staff for town business. The town went through the state bid process for this vehicle but was not able to purchase through that program as the vehicles were considerably more and did not meet the specifications that the town requested. The cost of this vehicle has been included in the 2022 budget.

Vehicle Cash Purchase Agreement

Park Ford of Mahopac

(845) 628-8800 Fax: (845) 628-8847

276 Route 6 (845 Mahopac, NY 10541 Fax: (8 www.ShiftToPark.com E-Mail: Sales@ParkFordlm.com This Agreement is not binding unless signed by the Seller and the Buyer

	N OF PUTNAM VA	LLEY CO-BU	iyer		Salesperso	n Brad Stans	Residence P	hone	
Street		5 OSCAWANA L	AKE RD		Email	ginty@putnamvalley.gov	Business Ph		
City/State/Zi					einc	Jinty@putnamvalley.gov	Cell Phone	(845) 526-3333	3
West Colonial			PUTNAM VALLEY, I	NY 10579				(845) 526-2121	101719 317
	I order	and agree to pur	chase from you, on t	he terms o	ontained on bot	h sides of this agreement, the f	ollowina vehi	de	
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sented to n	, not be binding up	oon you or me u	ntil all of the credit	terms are	registration a	o for Processing application	nd for		
epted by me	 e. If I do not acception eposit will be refund 	t the terms when	presented, I may c	ancel this	securing speci	al or distinctive plates (If applied MV FEE *\$175.00"	cable). (+)	175	00
· · · · · · · · · · · · · · · · · · ·		Notice to Consur	ner		Verify Fee	7110.00	(+)	1	93
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TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Estimate of Surveying Services / Wenonah Road (Horse Farm)

DATE:

September 8, 2022

RESOLVE, that the Town Board approve the Town Supervisor, Jacqueline Annabi, to enter into a contract with Larry L. Lynn, Land Surveyor, to perform surveying services of Wenonah Road (horse farm).



Larry L. Lynn, Land Surveyor, P.C. 1578 RTE. 376 WAPPINGERS FALLS, NEW YORK 12890

(845) 463-2733 v (845) 463-2734 fax www.lynnutile.com

66 MIDDLEBUSH RD. STE. G107 Wappingers Falls, NY 12590 (845) 463-2733 v (845) 463-2734 fax www.lynnutils.com

ESTIMATE OF SURVEYING SERVICES

DATE: 8/22/22

PROJECT SCOPE: Wenonah Road (horse farm), Putnam Valley, NY 1) County Clerk Research 2) Survey to establish property lines 3) Topographic Survey for 2' contour lines 4) Field work at Prevailing Wage

MAJOR SURVEY ITEMS

#	CATEGORY	DESCRIPTION	QUANTITY	UNIT	RATE/UNIT	RATE / UNIT	ITEM TOTAL
1	FIELD SURVEY (PREVAILING WAGE) (Summer Rate)	1) FIELD SURVEY TO LOCATE BOUNDARY EVIDENCE. TIE INTO ADJOINING LOTS AS NECESSARY. 2) PROPERTY RESEARCH. 3) OFFICE COMPUTATIONS 4) FIELD WORK AT PREVAILING WAGE	1	LUMP SUM	\$ 3400.00 Summer	\$ 3200.00 Winter	\$3,400.00
2	TOPOGRAPHIC SURVEY (GPS & Ground Rate)	1) TAKE FIELD SHOTS ON THE GROUND TO DETERMINE THE VERTICAL RELIEF AND COMPUTE CONTOURS AT 2' INTERVALS.	3.25	ACRE	\$ 1000.00 Summer	\$ 900.00 Winter	\$3,250.00
3	WETLAND FLAGS	1) LOCATE WETLAND DELINEATION FLAGS	1	LUMP SUM		450.00	\$450.00
4	LOCATE UTILITIES	1) LOCATE UTILITIES ON PROPERTY BY LOCATING SURFACE EVIDENCE		LUMP SUM		450.00	
5	UTILITY INVERTS	1) OPEN MANHOLES TO MEASURE INVERTS AND PIPE SIZES.		LUMP SUM		250.00	
6		1) USE UTILITY PLANS AND FIELD INFORMATION TO PLOT EXISTING UTILITIES.		LUMP SUM		200.00	
7	PREPARE PLOT PLAN	1) PREPARE A CERTIFIED PLOT PLAN ("D" SIZE)		EACH		600.00	
8	LOCATE TREES	1) LOCATE AND PLOT TREES WITH SIZE AND SPECIES 6"+ ABH 2) PLOT ON PLAN WITH SIZE AND SPECIES		WOODED ACRE		525.00	
9	SIGHT DISTANCE SURVEY	SURVEY FOR SIGHT DISTANCES AT PROPOSED ENTRANCES. PREPARE REPORT FOR ENGINEER.		ÉACH		850.00	
10	DEED DESCRIPTION	1) PREPARE A METES & BOUNDS DEED DESCRIPTION FOR THE PARCEL.		EACH		275.00	
11	IRON PINS SET	1) SET 1/2" dia STEEL RE-BAR AT PROPERTY CORNERS AND LOCATIONS REQUESTED.		EACH		125.00	
12	(PREVAILING WAGE)	1) SET STEEL REINFORCED CONCRETE MONUMENTS AT CORNERS AS REQUESTED BY CLIENT.		EACH		\$475.00	
13		1) PREPARE PLAN AND CAD FILE FOR ENGINEER	1	LUMP SUM		\$550.00	\$550.00
						TOTAL	\$7,650.00

ANY WORK REQUIRED THAT IS NOT COVERED BY ONE OF THE ABOVE ITEMS WILL BE BILLED BY THE HOURLY RATE SCHEDULE. CLIENT WILL BE BILLED FOR ACTUAL QUANTITIES USED TO COMPLETE THE PROJECT.

LARRY L, LYNN, LS LYNN SURVEYING



TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Facilities Manager

DATE:

September 8, 2022

RESOLVE, that the Town Board appoint Lori Covell to the position of Facilities Manager, effective as of September 26th. Ms. Covell will be replacing Susan Manno, who will be retiring in November. The salary for this position is \$50,000 per annum, with health benefits effective in December 2022. This position is provisional, contingent upon Ms. Covell passing the Putnam County Civil Service Facilities Manager Exam.





TO:

TOWN BOARD

FROM:

MARIA ANGELICO, Director of Finance

SUBJECT:

BAN Renewal - Highway Equipment Purchases

DATE:

September 6, 2022

RESOLVE, that the Town Board approve the Director of Finance to go out to bid for a \$140,000 BAN Renewal for Highway Department Equipment Purchases.



Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk



Date:

9/1/2022

Re:

Barger Pond Fence Improvement

I formally request the Town Board authorize the expenditure of \$2,750 to reset the existing gate and gate posts, closer to the road at Barger Pond. New concrete footings will be installed and new chain link installed approximately 10' to the left and 10' to the right of the new gate location.

The District has requested this improvement to help secure the property from unwanted guests who are parking and vandalizing the property.

The work will be done by Landwork Contractors and begin within 2 weeks of approval.

This cost was approved and budgeted for last year and due to material shortage was unable to be completed at that time. The cost will be covered by the District.



Town of Putnam Valley Districts

To: Town Board Members

From: Karen Kroboth - District Clerk

Date: 9/1/2022

Re: Wildwood Knolls Facilities Revenue Report 2022

The following is the 2022 Year End Wildwood Knolls Facilities Revenue Report:

10 families @ \$200 per family = \$2,000

Please note: Nine families chose not to use this facility in 2022, therefore \$1,800 less was collected than the \$3,800 Wildwood Knolls Facilities Warrant originally presented to the Town Board.

Wildwood Knolls Facility User 2022

NAME		Address	City St Zin)	
Frederica Adelman	349	Boyd Ave	Takoma Bark MD 20042	2202	CHECK#	TAG#
Joanne Scheidt	515	E 70th St Apt 160	No V - LAIK, MID 20912			
Marge Kaplan	000	בייספו טר אסר וסכ	New York, NY 10075			
Kevin & Kathleen Callagha	00	Eastern Road	Putnam Valley, NY 10579	200.00	853	00
Hiran & Parkage Callagrici	0	Hampton Road	Putnam Valley, NY 10579	200 00	4707	מ
Motth C Cantamessa	37	Hampton Road	Putnam Valley, NY 10579	100.00	1,0,	o
Mattnew Poritz	570	Oscawana Lake Rd	Putnam Valley NY 10579	300 00		
Charles & Louise Sauer	473	Oscawana I ake Road	Duton Volley NV 40570	200.00	Dani	4
Marie Allo c/o Belanich	783	Oscarrana Lake Noad	Fulliam Valley, NY 105/9	200.00	6020	7
Bill & Pat Bujarski	200	Oscawalia Lake Road	Putnam Valley, NY 10579			
Peter & Phyllis Juliano	0/0	Oscawana Lake Road	Putnam Valley, NY 10579	200.00	1597	13
Mr & Mrs Doebbler	1	ROCK TIII ROAD	Putnam Valley, NY 10579	200.00	521	ω
Curtis Cregan	3 5	ROCK HIII Road	Putnam Valley, NY 10579	200.00	2256	S
Dehra lack	200	ROCK TIII Road	Putnam Valley, NY 10579	200.00	1007	3
hristophor	92	ROCK TIII Road	Putnam Valley, NY 10579			
Mother Cell	41	Rock Hill Road	Putnam Valley, NY 10579			
Mattriew ritzmaurice	10	Saw Mill Road	Putnam Valley, NY 10579	200 00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
valerie Loscalzo	6	Twilight Lane	Putnam Valley NY 10579	200.00	8711	w.
Robert Newman	11	Twilight Lane	Putnam Valley NV 10570			
Kathryn Fink	21	Twilight Lane	Putnam Valley NV 10570	200.00	304	1 sent 4/22
Richard & Lorraine Hartman	45	Twiliaht I ane	Pitham Valley NV 10579			
	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- uniam valley, NY 105/9			
				2,000.00		



Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/1/2022

Re:

Lookout Manor Laborer

I formally request that the Town Board authorize \$250 to be paid to Abby O'Brien to close Lookout Manor for the 2022 season.





TOWN OF PUTNAM VALLEY ZONING BOARD OF APPEALS 265 OSCAWANA LAKE ROAD PUTNAM VALLEY, NEW YORK 10579

Phone: (845) 526-2439

EMAIL: mbabnik@putnamvalley.gov

To: Supervisor Annabi

Cc: Town Board

From: Michele Babnik, Planning and Zoning Senior Clerk

Date: September 6, 2022

Re: Appointment of Zoning Board Member

Please appoint Ron Karabinos as Zoning Board Ad-Hoc member term to begin on September 15, 2022 and expire 12/31/2022

To Whom It May Concern,

I have an interest in applying for the opening position on the Putnam Valley Zoning Board. As a 40-year resident and business owner in the town of Putnam Valley as well as my background and involvement in many aspects of the construction trade, primarily HVAC, I feel that I would benefit the town as a member of the board.

I can be reached at 914-393-2184 or ronkarabinos@gmail.com.

Thank you for your consideration.

Sincerely,

Ron Karabinos

,7 Shawn Keeler Highway Superintendent SKEELER@PUTNAMVALLEY.COM

David Conklin General Foreman

Margaret Bradley Senior Clerk Typist

Alexis Acevedo Part-time Clerk 265 Oscawana Lake Road Putnam Valley, NY 10579

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

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

Town of Putnam Valley Highway Department

August 31, 2022

MEMORANDUM

TO:

Jacquie Annabi

Members of the Town Board

FROM:

Shawn Keeler

Highway Superintendent

RE:

Items for auction

The following equipment/vehicles are surplus, and will be auctioned.

2007 Ford F350

2005 Dodge 2500 SLT

1997 Ford CF7000 H81

2008 Ford Escape

2008 Ford Escape

2009 Vac-All

2 Stainless steel slide in hydraulic sanders

Sincerely,

Shawn Keeler

Revised Copy 8/31/22

2022 Fall Auction Equipment

2007 Ford F350 Vin # 1FTWF31P57EA04872 6.0L- V-8 diesel. 4WD Truck has a steel flatbed body. Truck starts and runs, body has rust. Mileage reads 273,694-actual is 173, 694.

2005 Dodge **2500** SLT Reg cab 2 door 4x4 % ton p/u with utility body and lift gate. 4WD VIN# 3D7KS26DK5G858500. Mileage is 120,383.

1997 Ford CF7000 H81 Cab and Chassis. 5.7 Cummins. VIN # FDXH81COVVA36162. Truck in decent shape. Starts and runs. Mileage is 30,254.

- (2) 3 yd. Stainless steel slide in hydraulic sanders. Working condition, will need some welding.
- (1) 2008 Ford Escape. 4WD VIN # 1FMCU92Z18KE18919. Descent shape. Needs tensioner pulley and timing belt. Mileage is 59,372
- (1) 2008 Ford Escape. 4WD VIN# 1FMCU92Z8BKE18920. Descent shape. Starts and runs. Mileage is 39,763

2009 Vac- all model VS10D Auxiliary engine/ blower/collection tank unit. (All one unit). 6BT motor 5.7L, fan is 33"single stage 16,500 cfm, approx... 10yd collection tank.

• All vehicles must be towed off property. Seller not responsible for problems that occur after sale. All vehicles are sold "As Is".





JACQUELINE ANNABI

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Parks & Recreation Commission

DATE:

September 8, 2022

RESOLVE, that the Town Board approve the following changes to the Parks and Recreation Commission:

ACCEPT, with regret, the resignation of Richard Scudero, and thank him for his service;

APPOINT Henry Lopez as a Member from 9/8/2022 through 12/31/2025; and

APPOINT James Brazee as an Ad-Hoc Member 9/8/2022 through 12/31/2022

TOWN OF PUTNAM VALLEY

OFFICE OF BUILDING & ZONING 265 Oscawana Lake Road

Daily Fee Report - Summary

From:

8/1/2022

To: 8/31/2022

Fee Type	Count	Amount
ADDITION/ALTERATION	5	\$7,724.00
ADDITIONAL FEE	1	\$75.00
ANTENNA	2	\$9,000.00
CW	3	\$225.00
DEM/R	2	\$200.00
ELECTRI APP/NY ELEC	7	\$210.00
ELECTRIC APP/SWIS	15	\$450.00
FENCE/WALL	2	\$150.00
GAS/PROPANE	8	\$600.00
GENERATOR PERMIT	5	\$450.00
HVAC	4	\$300.00
MI	1	\$75.00
OIL TANK	1	\$75.00
PERM	15	\$10,813.00
PL	9	\$915.00
RE	3	\$3,933.00
RHCS	1	\$250.00
RU	4	\$575.00
SEARC	14	\$2,800.00
SOLAR PANELS	1	\$157.00
TREE	1	\$75.00
WETADM	2	\$100.00
WETL	2	\$200.00
WT/S	3	\$300.00
Total Fees Collected:	111	\$39,652.00
Cash	3	\$180.00
Cashiers Check	2	\$877.00
Check	105	\$38,520.00
Money Order	1	\$75.00

FEE TYPES

ADDITION/ALTERATION

BLASTING

CW

CREDIT CARD FEE

DEM/R

ELECTRIC APP/NY ELECTRICAL

ELECTRIC APP/SWISS

FENCE/WALL

GAS/PROPANE

GENERATOR PERMIT

HVAC

IN GROUND POOL

MG

MI

OPERATING PERMIT

PERM

PERNC

PL

RE

RHCS

RU

SEARC

TENT

TREE

WETADM

WETL

WT/S

Permits for Additions/Alterations

Permits to Blast

Commence Work Permit

Credit Card Fee charged for usage of credit card

Demolition/Residential

Electric application/NY Electrical

Electric application/Swis
Permit for Fence/Wall

Permit for Propane Gas Installation

Generator Installation
Heating, Vent., A/C Permit
Permit for In Ground Pool

Minor Grading Permit

Miscellaneous Building Permit
Operating Permits / Commercial

Building Permits

New Construction Permits

Plumbing Permits

Renewal Building Permits

Rock Hammer Crush Shatter Rock Permit

Spec. Use Renewal Municipal Search

Tent Permit
Tree Permit

Wetland Administrative Fee

Wetland Permit Application Fee

Wetland Screening