



# TOWN OF PUTNAM VALLEY

## Town Board Work Session

October 12<sup>th</sup>, 2022

Town Hall

5 PM

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**Meeting called to Order**

**Pledge of Allegiance**

1. Districts:
  - a. Approve and Authorize Supervisor to Sign the 2023-2025 Contract for Districts' Solid Waste and Recycling Collection
  - b. Approve LP Community Center Furnace Pump Upgrade
  - c. Approve Lake Peekskill Lowering 2022
  - d. Approve Roaring Brook Lake Drawdown 2022
  - e. Approve and Authorize Supervisor to sign NYSEG Agreement
2. Approve Donation of Tree In Memory of Kathleen McLaughlin
3. Approve Asbestos & XRF Lead-Based Paint Sampling for Wild Wood Knolls Water Tank and Water House
4. Authorize Intermunicipal Agreement between the Town of Putnam Valley and the County of Putnam Regarding Allocation and Disbursement of APRA Funds
5. Highway: Approve Request to Go to Bid for Materials
6. Daily Fee Report – Summary September 1, 2022 – September 30, 2022

**Adjournment**

**Next Town Board Meeting: Wednesday, October 19<sup>th</sup>, 2022, 6 PM**

**Public Hearing: Budget**

30 Porters Road Homeland Towers/T-Mobile

1a

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk 

**Date:** 9/16/2022

**Re:** Award District Solid Waste and Recycling Collection and authorize the Supervisor to sign the contract with AAA Carting for 2023-2025

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I formally request that the Town Board accept the lowest bid from AAA Carting, 480 Furnace Dock Rd, Cortlandt Manor, NY 10567 for the Special Districts Solid Waste and Recycling Collection Services. The term is for 3 years beginning January 1, 2023 and ending December 31, 2025. This was the only bid received.

The lump sum bid is as follows:

- 2023 - \$288,543.84
- 2024 - \$305,903.52
- 2025 - \$324,317.75

The Special Districts include:

- Abele Park
- Hilltop Estates
- Lookout Manor
- Wildwood Knolls
- Roaring Brook Lake
- Glenmar Gardens
- Brookdale Gardens

Please authorize the Supervisor to sign the contract.

Bid opening minutes are attached for review.



## **Contract for Solid Waste and Recycling Collection Services**

### **Putnam Valley Special Districts 2023-2025**

**AGREEMENT** made this \_\_\_\_ day of October, 2022, by and between the Town of Putnam Valley, a municipal corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 265 Oscawana Lake Road, Putnam Valley, New York 10579, on behalf of the Abele Park, Hilltop Estates, Lookout Manor, Wildwood Knolls, Roaring Brook Lake, Brookdale Gardens and Districts, hereinafter known and designated as the ("Town" and AAA Carting, corporate offices at 480 Furnace Dock Rd., Cortlandt Manor, NY 10567, hereafter known and designated as "Carter".

### **WITNESSETH**

**Whereas**, the Town Board of the Town of Putnam Valley has duly advertised for bids to collect, remove and dispose of residential garbage recyclables, and other waste for the period from January 1, 2023 to December 31, 2025, for the districts named above, and Carter submitted the lowest bid for such services, to wit:

Residential garbage and waste to be collected from the homes and residences (NO COMMERCIAL PROPERTIES) in each of said districts on the dates set forth below:

- **ABELE PARK DISTRICT** – Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **HILLTOP ESTATES DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **LOOKOUT MANOR DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **WILDWOOD KNOLLS DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **ROARING BROOK LAKE DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **GLENMAR GARDENS DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.
- **BROOKDALE GARDENS DISTRICT** - Every Monday for residential garbage and for recyclables from January 1, 2023 to December 31, 2025, inclusive.

Residential recyclables from all districts are to be collected from homes and residences (NO COMMERCIAL PROPERTIES) on any day each week

**NOW, THEREFORE**, in consideration of the mutual understandings herein, the parties hereto mutually agree as follows:

1. Carter shall collect and dispose of residential garbage, recyclables and other waste from each of the said districts for the period set forth herein and on the dates set forth above.

95 gallon totes for garbage shall be provided by Carter to each District residence, as well as District owned beaches.

2. All equipment and labor used in such collection, removal and disposal of said garbage, recyclables and waste shall be furnished and supplied by Carter, at its own expense.
3. Carter, at its own expense shall provide any and all insurance coverage required by law for any service or labor by any of its agents or employees that it may use in the course of said work; and such work and equipment shall be fully insured and insurance shall be provided by Carter at its own expense to hold the Town, harmless against any liability, property damage claim and personal injury claim, including the cost of legal defense against any of the aforesaid. The insurance policy for the aforesaid insurance shall be duly endorsed to cover such claims that may be made against the "Town" or entity thereof, and a copy thereof forthwith furnished to the "Town" shall include coverage for all of the aforesaid, including Comprehensive General Liability Insurance, Automobile Insurance and Workers' Compensation Insurance as follows:
  - a. Workers' Compensation Insurance
  - b. New York State Disability Insurance
  - c. \$2,000,000. (Two Million Dollars) General Liability Insurance, including complete operations and products insurance coverage and broad form liability coverage.
  - d. \$1,000,000 (One Million Dollars) combined single limit for automobile insurance.
  - e. Carter must post, maintain and supply to the Town a performance bond in the amount no less than two hundred and fifty thousand (\$250,000) dollars to remain in full force and effect during the length of this agreement.
4. Carter shall comply with the Scope of Work document which is annexed hereto and made a part thereof as "Exhibit A".
5. Carter shall be paid for such services, on submission of monthly vouchers. Except as provided in Exhibit A, Paragraph (L), the total of the monthly payments for the term of this contract shall not exceed the total amount agreed to in this contract to wit:

	2023		2024		2025	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Abele Park	\$2,771.69	\$33,260.29	\$2,938.44	\$35,261.33	\$3,115.33	\$37,383.93
Brookdale	\$827.91	\$9,934.89	\$877.72	\$10,532.61	\$930.55	\$11,166.63
Glenmar	\$899.90	\$10,798.80	\$954.04	\$11,448.49	\$1,011.47	\$12,137.64
Hilltop	\$2,267.75	\$27,212.97	\$2,404.18	\$28,850.18	\$2,548.90	\$30,586.85
Lookout	\$4,067.55	\$48,810.56	\$4,312.26	\$51,747.15	\$4,571.85	\$54,862.14
RBL	\$10,438.84	\$125,266.04	\$11,066.87	\$132,802.43	\$11,733.05	\$140,796.63
Wildwood	\$2,771.69	\$33,260.29	\$2,938.44	\$35,261.33	\$3,115.33	\$37,383.93
	\$24,045.32	\$288,543.84	\$25,491.96	\$305,903.52	\$27,026.48	\$324,317.75

6. The Town of Putnam Valley may terminate this agreement with respect to one or more, or all Districts at its sole option, upon (30) days' notice to Carter, should the Town eliminate garbage collection from one or more, or all of said Districts or decided to collect garbage using municipal personnel. Such notice shall be in writing and is effective upon mailing.
7. Carter shall comply with the Putnam County Waste Hauler laws, rules and regulations.

8. The Town of Putnam Valley may terminate this contract, at its sole option, upon (30) days' notice to Carter should the Town decided to collect District garbage using municipal personnel.
9. The Town of Putnam Valley may terminate this contract, at its sole option, upon (30) days' notice to the successful bidder should the successful bidder not perform in accordance with the bid specifications and /or this contract and /or if it is determined or found that recyclables are being mixed with garbage or waste and the Town at its sole discretion may impose a penalty of \$1,000.00 per occurrence, per household upon Carter, instead of or in addition to cancellation of said contract.
10. Carter shall provide the Town bi-annually a duly certified list of the names and addresses of any and all shareholders/ principals of said Carter and any and all parent or subsidiary corporations owned by or affiliated in any way with.
11. This agreement may not be assigned, sold, transferred, sub-contracted or otherwise without the written consent and approval of the Town.
12. JURISDICTION: Any legal action or controversy will be maintained in the Courts of the State to New York, County of Putnam.
13. This agreement contains all of the agreements and understandings between the parties, and may not be changed, altered or amended, except by supplemental agreement or memorandum in writing, signed, and acknowledged by the parties.

**IN WITNESS WHEREOF**, the parties hereto have hereto duly set their respective hands and seals the month, day and year first written.

Dated: \_\_\_\_\_ 2022

Carter

Town of Putnam Valley

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Supervisor, Jacqueline Annabi

## EXHIBIT A

### Scope of Work

1. Shall furnish all work, labor, equipment and materials to effect the collection, Removal of all residential garbage required to be collected in the ABELE PARK, HILLTOP ESTATES, LOOKOUT MANOR, WILDWOOD KNOLLS, ROARING BROOK LAKE, BROOKDALE GARDENS AND GLENMAR GARDENS DISTRICTS for the period from January 1, 2023 to December 31, 2025.
2. Shall be required to collect all household refuse and garbage within the aforesaid district on every Monday provided:
  - a. The same is placed in 95 gallon totes provided to each resident and District owned beach by the Carter.
  - b. The containers are placed in front of the premises of each property owner, householder or tenant at a point nearest the street upon which the property is located.
  - c. The containers when full shall not weigh more than fifty (50) lbs. each.
  - d. That paper, cardboard, cartons and boxes are flattened and securely tied in compact bundles.
3. **Carter shall not be required to collect:**
  - a. Items weighing more than fifty (50) lbs., or more than 3 feet in length except on special clean up days.
  - b. Grass, leaves, hedge clippings, branches or trees.
  - c. Automobile parts or tires.
  - d. Hazardous or toxic waste.
  - e. Construction material or debris
  - f. Manufacturing or industrial waste.
4. Carter shall collect all recyclables separately and on a weekly basis, and dispose of them at a recycling center of his/her choice located outside of the TOWN. Recyclables shall be collected weekly and **cannot mix**, under State and Local Law, recyclables with garbage. Recyclables shall include newspaper, phonebooks, magazines and cardboard, and co-mingled recyclables which include metal, glass and plastic containers.
5. Carter shall have one annual clean-up day. Said day, or days to be determined by the Town in each district at which time the Carter shall collect and dispose of bulk household items such as sofas, refrigerators, Etc. The Carter must dispose of these items outside of the Town.
6. Carter shall inform the TOWN of the disposal site he/she intends to use for garbage, and in any case, for recyclables and bulk household items.
7. The Carter shall provide the TOWN with certificates of insurance for the following:
  - a. Workers' Compensation Insurance
  - b. New York State Disability Insurance
  - c. \$2,000,000 (two million dollars) General Liability Insurance, including completed operations and products insurance coverage and broad from liability insurance.

- d. \$1,000,000 (one million dollars) combined single limit for automobile insurance.
  - e. The Carter shall notice, to the Town Clerk, any cancellation or non-renewals of insurance coverage; and the TOWN shall be named as an additional insured.
  - f. The Carter shall post, in form approved by Counsel to the Town, \$250,000.00 (two hundred fifty thousand dollar) performance bond and
8. Carter shall maintain in force for the duration of this contract a valid Solid Waste Carrier's license (Town Code §97-7) issued by the Town.
  9. Carter shall comply with the prevailing wage schedules promulgated by the New York State Department of labor in accordance with Article 9 of the Labor Law.
  10. Carter shall render a monthly bill for each district on a certified voucher of the Town of Putnam Valley. Said bills shall be submitted by Carter on the seventh (7<sup>th</sup>) of each month for solid waste collected during the preceding month. Payment will be made in monthly installments by the Town.
  11. The bid price as accepted by the TOWN shall not be increased during the term of the agreement.

Dated: \_\_\_\_\_ 2022

HAULER

TOWN OF PUTNAM VALLEY

By:

By:

\_\_\_\_\_


\_\_\_\_\_

AAA Carting

Supervisor, Jacqueline Annabi

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 9/19/2022  
**Re:** LP Community Center furnace pump upgrade

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I formally request that the Town Board authorize KARACO to upgrade the furnace pump at the Lake Peekskill Community Center to a condensate pump with neutralizer for acidic water. The acidic water is a byproduct of the furnace. This upgrade will bring the unit up to NYS Code. The funds will come from the District.


Total Cost is \$655.



1c

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk 

**Date:** 10/3/2022

**Re:** Lake Peekskill Lowering 2022

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I formally request that the Town Board authorize the Lake Peekskill District Employees to begin lowering Lake Peekskill by five feet from its normal levels.

ld

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 10/3/2022  
**Re:** Roaring Brook Lake Drawdown 2022

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I formally request that the Town Board authorize the Roaring Brook Lake Dam Custodian, Sam Lee, to be lowering the lake - no earlier than October 15<sup>th</sup> and no later than November 5<sup>th</sup> based on Sam's discretion.

Sam will take into consideration the existing lake level and weather patterns to determine when to open the valve.

The lake will be drawn down to the default level of between 3 ½ and 4 feet. It will be maintained at that level for the rest of the winter.

le

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 10/6/2022  
**Re:** Authorize Supervisor to sign NYSEG Agreement

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I formally request the Town Board authorize the supervisor to sign the attached NYSEG Agreement. The agreement is to convert 1 floodlight on Lake Drive, in Lake Peekskill to LED. The conversion will be a one-time cost of \$60.66. Converting this light will save the Town approximately \$190.00 a year. The agreement is attached.

Lake Peekskill Improvement District will cover the cost.



October 6, 2022

Town of Putman Valley  
Jackie Annabi- Supervisor  
265 Oscawana Lake Road  
Putman Valley, New York 10579

Re: Light Emitting Diode Street Light Conversion Letter Agreement

Dear Supervisor Annabi:

This letter agreement (the "Agreement") effective as of the 6<sup>th</sup> day of October, 2022, shall be a binding agreement between New York State Electric & Gas Corporation ("NYSEG" or "Company") and the Town of Putman Valley ("Customer"), upon execution by an authorized representative of Customer and its return to Company.

1. Customer requested Company to replace the existing Company owned street light ("Non-LED") fixtures in the Town of Putman Valley with Light Emitting Diode street lights ("LED") fixtures. The existing Non-LED fixtures to be replaced are served pursuant to Company's PSC No. 121 – Schedule for Electric Service Street Lighting ("PSC No. 121") – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion tariff, as may be amended from time to time ("SC No. 3"). The LED fixtures to be installed will also be served pursuant to SC No. 3. Company agrees to perform such removal and installation, subject to the terms and conditions of this Agreement.

2. Customer agrees to pay Company for the unexpired life of the existing Company owned Non-LED fixtures when invoiced by the Company. Company and Customer agree the unexpired life value of the Non-LED fixtures to be replaced is Sixty and 66/100 Dollars U.S. (\$60.66). This unexpired life charge is valid for 180 days for the conversion of equipment as described in Attachment A of this agreement.

3. Schedule A attached hereto illustrates the LED lumen equivalent for LED fixtures available pursuant to SC No. 3 with the corresponding comparable existing Non-LED fixture. Schedule B attached hereto represents the Non-LED fixtures Customer requests to be replaced with the relevant LED fixture information concerning wattage selection and the Correlated Color Temperature (in Kelvin) ("CCT").



NYSEG, 18 Link Drive, Venice, New York 13902  
[www.nyseg.com](http://www.nyseg.com)

Internal Use

4. The rate applicable for service for the LED fixtures will be pursuant to SC No. 3.

5. Customer acknowledges and agrees that if Customer desires to remove, modify or replace the LED fixtures installed by Company for any reason, including but not limited to wattage or lumen reduction/increase, removal of light or change of CCT, such removal, modification or replacement shall be at the Customer's sole cost and performed by the Company in accordance with its PSC No. 121. The Company shall invoice Customer for the actual resulting costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

6. Company will use reasonable utility standard practices in the implementation of work zone traffic control. If the location of the Non-LED fixture requires special work zone traffic control, as required by the Customer or other governing agency, to install the LED fixture, the Company shall invoice Customer for the actual costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

If Customer is in agreement with the terms of this Agreement and wishes to proceed with the replacement of the Non-LED fixtures with the Customer requested LED fixtures described hereto, please indicate the Customer's agreement with a signature, as indicated below, from a duly authorized representative of Customer.

**New York State Electric & Gas Corporation**



Roy O. Young  
Customer Services – Programs & Products

ACCEPTED:

**Town of Putman Valley**

By (print): \_\_\_\_\_

Name(sign): \_\_\_\_\_

Title: \_\_\_\_\_ Duly Authorized

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

**SCHEDULE A**

**Non-LED Fixture vs. LED Fixture Lumen Equivalent**

The below table represents the LED Fixture lumen equivalent lights available pursuant to New York State Electric & Gas Corporation's PSC No. 121 – Schedule for Electric Service Street Lighting (“PSC No. 121”) – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion (“SC No. 3”) tariff for existing Non-LED Cobra Head style street lights. *The below LED lights are available in a Correlated Color Temperature (CCT) of 3,000 Kelvin or 4,000 Kelvin.*

<b>Existing Non-LED Fixture</b>	<b>Recommended LED Fixture Equivalent</b>
50 Watt Street Light	2,000 Lumen LED Street Light
70 Watt Street Light	3,000 Lumen LED Street Light
100 Watt Street Light	4,500 Lumen LED Street Light
150 Watt Street Light	6,700 Lumen LED Street Light
250 Watt Street Light	10,000 Lumen LED Street Light
400 Watt Street Light	15,000 Lumen LED Street Light

**Schedule B**

**Customer LED Fixture Selection**

Customer would like Company to replace the Existing Non-LED Fixtures and install the indicated selected LED Fixture as represented in this Schedule B and indicated below, all with a Correlated Color Temperature (CCT) of **3,000** Kelvin.

<b>LED Fixture</b>	<b>Count of Selected LED Fixture</b>
2,000 Lumen LED Cobra Head	N/A
3,000 Lumen LED Cobra Head	N/A
4,500 Lumen LED Cobra Head	N/A
6,700 Lumen LED Cobra Head	N/A
10,000 Lumen LED Cobra Head	N/A
15,000 Lumen LED Cobra Head	N/A

4,500 Lumen LED Post Top light	N/A
10,000 Lumen LED Flood light	1
15,000 Lumen LED Flood light	N/A

**RESOLUTION 10:12 # \_\_\_\_ OF 2022**

BE IT RESOLVED, that the Town Board of the Town of Putnam Valley does hereby accept, with appreciation, a donation of a White Dogwood Tree from Joe Ruggiero; and

BE IT FURTHER RESOLVED, that said donation, which was made to our Town in memory of Kathleen McLaughlin in recognition and honor of her service to the Town of Putnam Valley, and especially Lake Oscawana and Putnam Valley Library, will be installed in the John Layman Memorial Park located on the grounds of the Putnam Valley Town Hall to be enjoyed by all Town residents and visitors.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

		AYE	NAY	ABSTAIN
PRESENT/ABSENT	Councilman Luongo	_____	_____	_____
PRESENT/ABSENT	Councilman Smith	_____	_____	_____
PRESENT/ABSENT	Councilwoman Tompkins	_____	_____	_____
PRESENT/ABSENT	Councilman Russo	_____	_____	_____
PRESENT/ABSENT	Supervisor Annabi	_____	_____	_____





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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Asbestos & XRF Lead-Based Paint Sampling for Wildwood  
Knolls Water Tank & Water House  
**DATE:** October 6, 2022

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RESOLVE, that the Town Board approve the Town Supervisor, Jacqueline Annabi, to enter into a contract with Quality Environmental Solutions & Technologies, Inc. regarding a proposal for asbestos and XRF lead-based paint sampling for Wildwood Knolls water tank and water house.

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 21, 2022

Town of Putnam Valley  
Supervisor Jacqueline Annabi  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

Re: Pre-Demolition Asbestos & XRF Lead-Based Paint Sampling Survey  
@ Wild Wood Knolls Water Tank

Dear Ms. Annabi

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to perform a Pre-Demolition Asbestos & XRF Lead-Based Paint Survey throughout accessible interior and exterior areas of the above-referenced location.

**QuES&T** is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not an expense of future liability to the Town of Putnam Valley

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

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1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified [www.Qualityenv.com](http://www.Qualityenv.com)

**QuES&T** offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of Town of Putnam Valley

**QuES&T** provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T's** facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with Town of Putnam Valley in the environmental consulting and remediation services area.

Sincerely,



**Greg Dean**  
*Manager of Field Services*  
NYS/AHERA Inspector  
Cert. #AH 10-10947  
Niton-Certified XRF Technician

**PRE-DEMOLITION ASBESTOS & XRF LEAD-BASED PAINT SURVEY**

for

**Town of Putnam Valley  
Supervisor Jacqueline Annabi  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
at  
Wild Wood Knolls Water Tank**

*QuES&T agrees to provide the following services:*

➤ **Pre-Demolition Asbestos Survey**

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Pre-Demolition Asbestos Survey throughout the interior and exterior of building, located at Wild Wood Knolls Water Tank.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and, as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Preparation Final Pre-Demolition Asbestos Reports, identifying estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM).

➤ **XRF Lead-Based Paint Survey**

- Provide a Niton-certified XRF Technician(s) to perform representative In-Situ measurements using a Niton XLP Model 300A XRF Meter on accessible, representative interior and/or exterior painted surfaces & immovable objects. Locations and quantity of representative In-situ measurements will be based on the observed homogeneity of painted surfaces.
- Visual Inspection of identified Lead-Based Paint(s) for damaged or deteriorated conditions.
- Preparation of one (1) Final Lead Report, summarizing testing performed, identified Lead-Based Paint(s) and/or Lead-containing Material(s).
- ***Town of Putnam Valley (QuES&T Client)*** shall provide immediate access into all inspection areas and securing same upon completion.
- **QuES&T** will exercise reasonable caution to minimize disturbance of LBP during the inspection process. However, clean-up of LBP disturbed or dislodged during the inspection process shall be the responsibility of ***Town of Putnam Valley (The Owner) and (The Owner's Representatives)***.

**PRE-DEMOLITION ASBESTOS & XRF LEAD-BASED PAINT SURVEY**

for

**Town of Putnam Valley  
Supervisor Jacqueline Annabi  
265 Oscawana Lake Road  
Putnam Valley, NY 10579**

at

**Wild Wood Knolls Water Tank**

**\*\*\*PRICING\*\*\***

➤ <b><u>PRE-DEMOLITION ASBESTOS &amp; XRF LEAD-BASED PAINT SURVEY</u></b>	
Inspector Labor	\$ 560.00
XRF Lead Analyzer Equipment (1 Days @ \$175/day)	\$ 175.00
1 – Final Pre-Demo Asbestos/Lead Report w/Smart Draw Drawings	\$ 560.00
PLM Bulk Sample Analysis 20 @ \$ 19.00/Layer	\$ 380.00
QTEM/PLM-NOB Bulk Sample Analysis 20 @ \$ 49.00/Layer	\$ 980.00
Travel, S&H and Misc. Materials	<u>\$ 50.00</u>
<b>Estimated Total: \$ 2,705.00*</b>	

**NOTES:**

1. Estimated number of samples to be analyzed.
2. Client will be charged for actual samples analyzed & services rendered.
3. Sample analysis pricing based on Standard 5-Business Day turnaround (TAT).
4. TAT commences upon laboratory receipt of samples, excluding weekends and holidays.
5. Additional services shall be billed in accordance with attached QuES&T Unit Rates.
6. Pricing valid until December 31, 2022.

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**ACCEPTANCE OF PROPOSAL #P22-8093**

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**Payment Terms:** Billing increments will be at approximately two week intervals. Payment shall be Net 15-days following delivery of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two (2) Copies of the signed proposal. A fully executed copy will be returned for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

**Town of Putnam Valley – Authorized Representative:**

By \_\_\_\_\_

Signature

Print Name & Title

Date

**RESOLUTION 10:12 - #\_\_\_ OF 2022**

**AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT FOR THE ALLOCATION & DISBURSEMENT OF PUTNAM COUNTY AMERICAN RESCUE PLAN ACT 2021 (ARPA) FUNDS**

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to U.S. Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic; and

WHEREAS, on March 10, 2022, in the State of the County address to the Putnam County Legislature, County Executive Odell proposed that Putnam County allocate \$5 million of the County’s ARPA funds to be used by the County’s towns and villages in conjunction with the \$11 million in ARPA funding received by said municipalities to complete vital projects in Putnam County; and

WHEREAS, the Town has been allocated 12% of the total County funds, which amounts to \$1,204,284.00; and

WHEREAS, the Town submitted several projects which include the implementation of a potable water main; treatment plant installation; sewer pump station; and storm water maintenance;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize the Town Supervisor to execute an Intermunicipal Agreement regarding the allocation and disbursement of such ARPA funds and to execute any other formal agreements and associated documents with Putnam County as part of the funding agreement.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

		AYE	NAY	ABSTAIN
PRESENT/ABSENT	<b>Councilman Smith</b>	_____	_____	_____
PRESENT/ABSENT	<b>Councilman Russo</b>	_____	_____	_____
PRESENT/ABSENT	<b>Councilwoman Tompkins</b>	_____	_____	_____
PRESENT/ABSENT	<b>Councilman Luongo</b>	_____	_____	_____
PRESENT/ABSENT	<b>Supervisor Annabi</b>	_____	_____	_____

Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE TOWN OF PUTNAM VALLEY**

THIS AGREEMENT, made by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “County”), acting by and through its Office of Consumer Affairs, and **THE TOWN OF PUTNAM VALLEY**, a municipal corporation of the State of New York, having an office and place of business at 265 Oscawana Lake Road, Putnam Valley, New York 10579 (hereinafter referred to as the “Town”).

**WITNESSETH:**

WHEREAS, the American Rescue Pan Act of 2021 (“ARPA”) provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to U.S. Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic; and

WHEREAS, the County has been allocated \$19.1 million through ARPA, which may be used to provide certain government services; and

WHEREAS, on January 28, 2022, Putnam County Executive MaryEllen Odell wrote to each town and village in the County requesting their feedback regarding the possibility of partnering in projects or services that are eligible for ARPA funding; and

WHEREAS, on March 10, 2022, in the State of the County address to the Putnam County Legislature, County Executive Odell proposed that Putnam County allocate \$5 million of the



County's ARPA funds to be used by the County's towns and villages in conjunction with the \$11 million in ARPA funding received by said municipalities to complete vital projects in Putnam County; and

WHEREAS, such use of this \$5 million of the County's ARPA funds is limited to certain purposes under the United States Treasury Department's ARPA Final Rule, including for water and sewer infrastructure projects, and a reporting of all ARPA monies spent, and backup documentation must be submitted by the receiving municipalities to County for reporting to the Federal Government; and

WHEREAS, County Executive Odell has proposed that \$5 million of the County's sales tax revenue funds be allocated to County's towns and villages with a focus on infrastructure, mental health, substance abuse, food insecurity, clean water, roads, bridges, and buildings to aid in recovery from the COVID 19 pandemic; and

WHEREAS, County Executive Odell has further proposed that this combined \$10 million in County funds be allocated to County's towns and villages according to their relative populations, as per the 2020 Federal Census; and

WHEREAS, the Town has been allocated 12% of the total County funds, which amounts to \$1,204,284.00; and

WHEREAS, the Town submitted several projects which include the implementation of a potable water main; treatment plant installation; sewer pump station; and storm water maintenance; and

WHEREAS, the County's Commissioner of Finance, in consultation with County's outside auditors, has expressed his belief that the project proposed by the Town appears to be eligible for funding with County's ARPA and sales tax revenue funds.

NOW, in consideration of the foregoing promises, the parties hereto agree that the use of the allocated ARPA Funds and County sales tax revenue funds be conveyed to the Town by the County subject to the following terms and conditions contained herein, as follows:

1. The Town has identified several projects that would preserve the natural environment, ensure the health and wellbeing of Town residents, and promote economic development. The first project involves the installation of a HDPE storm water pipe with catch basin, two manholes and a concrete headwall with rip rap dissipater from the intersection of Oscawana Lake Road and Hiawatha Road, along Wenonah Road, to a discharge location at the toe of the slope. The second project involves a new potable water main and water treatment plant with three (3) new wells. The third project includes the installation of PVC sewer main piping and the installation of a new sewer pump station in the vicinity of the intersection of Oscawana Lake Road and Peekskill Hollow Road (hereinafter referred to as the "Projects").
2. The parties acknowledge that the ARPA funding, passed through the County, is made available to support the Town in the completion of the Projects.
3. The County will provide an amount, not to exceed \$1,204,284.00 in both ARPA and County's sales tax revenue (hereinafter referred to as the "Funds") to be used for the completion of said Projects.
4. The Town agrees and covenants that the Funds shall not be used for cost that are not related to the Project or the purposes outlined in the United States Treasury Department's ARPA Final Rule (hereinafter "Eligible Expenses").
5. Subject to the terms and conditions contained in the Agreement, County shall

disburse the Funds to the Town as follows:

- a. Reimbursement: County shall make payment directly to the Town in the amount of eligible expenses actually incurred and paid for by the Town, upon presentation to the County of:
  - i. Copies of invoices for eligible expenses from the Town's contractor and/or vendor and proof of payment from the Town to the contractor and/or vendor in a form acceptable to the County; and
  - ii. Such additional supporting documentation as the County may require in order to clearly demonstrate the eligible expenses were incurred and paid by the Town in connection with the Projects; or
- b. Payment on Invoice: County may make payment directly to the Town in the amount of eligible expenses actually incurred by the Town, upon presentation to County of:
  - i. Copies of invoices for eligible expenses from the Town's contractor and/or vendor in a form acceptable to County evidencing the completion of work; and
  - ii. Such additional supporting documentation as the County may require in order to clearly demonstrate that eligible expenses were incurred by the Town in connection with the Projects.
  - iii. The Town must provide proof of disbursement of the Funds to the respective contractor and/or vendor in a form acceptable to the County, within sixty (60) days of the date that Funds are disbursed to the Town to pay for such costs. County will not make any additional disbursement

of Funds until such time as proof of payment is provided.

- iv. Utilizing the Funds paid to the Town pursuant to this section for any purpose other than paying the contractor and/or vendors identified 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. County may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this Agreement to reimbursement subject to the terms of paragraph 5(a).

6. It is specifically understood and agreed to by the Parties that the Funds must be encumbered by December 31, 2024 and fully expended by December 31, 2026. Notwithstanding anything to the contrary herein, failure to encumber the Funds by December 31, 2024 or expend the Funds by December 31, 2026, shall subject the Town to a recoupment of the total amount of Funds provided by the County. Any Funds remaining after the completion of the Projects must be returned to the County within thirty (30) days of Projects completion. Failure to return said unused funds shall constitute a default by the Town of the terms of the Agreement. Upon the occurrence of a default by the Town, County may terminate this Agreement.
7. Upon said termination, County shall be entitled to exercise any other rights and seek any other remedies provided by law.
8. The Town shall provide the County with the necessary information to meet the County's reporting requirements to the U.S. Department of Treasury. This includes maintaining adequate records to demonstrate the Funds are utilized in accordance

with the purpose of ARPA. The Town will also submit a semiannual report to the County's Commissioner of Finance on the status of the Projects. The County may request additional information, as needed, to meet U.S. Department of Treasury guidelines. The Town shall provide the requested documents to the Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the County's request.

9. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026.
10. County 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 Projects and the Town hereby agrees to indemnify, defend, and hold harmless the County, 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 Funds by County to the Town or use of the Project in any manner.
11. The Town agrees not to hold itself out as an agency, department, or office of the County, nor shall any of the Town's officers, employees or agents make any claim against the Town as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the County.
12. Any and all notices shall be addressed as follows, or to such other address as may

thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:

TO the County: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

Putnam County Commissioner of Finance  
40 Gleneida Avenue, #100  
Carmel, New York 10512

TO the Town: Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

13. This Agreement and its attachment(s) constitute the complete understanding of the Parties. Any additional project or amendment/modification to the existing project described herein, must first be submitted to the County Auditor and Commissioner of Finance for review, then the County Executive for recommendation, and finally to the Putnam County Legislature for approval before any funds will be expended.
14. The Town shall comply with all applicable federal, state, and local laws, rules, and regulation requirements in performing this Agreement, including any and all reporting obligations established by the U.S. Department of Treasury.
15. This Agreement is governed by the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
16. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of

the remaining provisions hereof.

17. Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.
18. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required County signatories and the County Executive.
19. The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the County of any provision hereof shall be implied.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Carmel, New York on the date hereinabove set forth.

**READ & APPROVED:**

**THE COUNTY OF PUTNAM:**

\_\_\_\_\_  
Date:  
Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_  
Date:  
MaryEllen Odell  
County Executive

\_\_\_\_\_  
Date:  
Mat Bruno Sr.  
Risk Manager

**THE TOWN OF PUTNAM VALLEY**  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

\_\_\_\_\_  
Date:  
William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_  
Date:  
Jacqueline Annabi, Supervisor





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

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## Town of Putnam Valley Highway Department

October 19, 2022

### MEMORANDUM


TO: Jacquie Annabi  
Members of the Town Board

FROM: Shawn Keeler  
Highway Superintendent

RE: Request to go to bid for materials

I respectfully request to go to bid for materials to be used by the Highway Department in 2023.

Sincerely,



Shawn Keeler

10/3/2022

**TOWN OF PUTNAM VALLEY**  
**OFFICE OF BUILDING & ZONING**  
 265 Oscawana Lake Road



**Daily Fee Report - Summary**

From: 9/1/2022

To: 9/30/2022

<b>Fee Type</b>	<b>Count</b>	<b>Amount</b>
ADDITION/ALTERATION	2	\$1,335.00
CW	7	\$675.00
DECK	2	\$956.00
ELECTRI APP/NY ELEC	4	\$120.00
ELECTRIC APP/SWIS	12	\$360.00
FENCE/WALL	2	\$225.00
GAS/PROPANE	4	\$300.00
GENERATOR PERMIT	2	\$150.00
HVAC	5	\$375.00
MI	3	\$225.00
OIL TANK	6	\$750.00
OPERATING PERMIT	1	\$100.00
PERM	19	\$5,181.00
PERNC	1	\$15,722.00
PL	6	\$705.00
RE	7	\$546.00
RHCS	1	\$250.00
RU	4	\$500.00
SEARC	29	\$5,800.00
SOLAR PANELS	2	\$1,981.00
TENT	2	\$200.00
WETADM	1	\$50.00
WETL	1	\$100.00
WT/S	1	\$100.00
<b>Total Fees Collected:</b>	<b>124</b>	<b>\$36,706.00</b>
<b>Cash</b>	<b>3</b>	<b>\$346.00</b>
<b>Check</b>	<b>121</b>	<b>\$36,360.00</b>

FEE TYPES

ADDITION/ALTERATION	Permits for Additions/Alterations
BLASTING	Permits to Blast
CW	Commence Work Permit
CREDIT CARD FEE	Credit Card Fee charged for usage of credit card
DEM/R	Demolition/Residential
ELECTRIC APP/NY ELECTRICAL	Electric application/NY Electrical
ELECTRIC APP/SWISS	Electric application/Swiss
FENCE/WALL	Permit for Fence/Wall
GAS/PROPANE	Permit for Propane Gas Installation
GENERATOR PERMIT	Generator Installation
HVAC	Heating, Vent., A/C Permit
IN GROUND POOL	Permit for In Ground Pool
MG	Minor Grading Permit
MI	Miscellaneous Building Permit
OPERATING PERMIT	Operating Permits /Commercial
PERM	Building Permits
PERNC	New Construction Permits
PL	Plumbing Permits
RE	Renewal Building Permits
RHCS	Rock Hammer Crush Shatter Rock Permit
RU	Spec. Use Renewal
SEARC	Municipal Search
TENT	Tent Permit
TREE	Tree Permit
WETADM	Wetland Administrative Fee
WETL	Wetland Permit Application Fee
WT/S	Wetland Screening