



TOWN OF PUTNAM VALLEY

Town Board Work Session

November 9th, 2022

Town Hall

5 PM

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**Meeting called to Order**

**Pledge of Allegiance**

1. Discuss and Present New Town Code Changes
2. Discuss NYSERDA Pilot Program for Energy Conservation Construction Code of New York State for Building Department Code Compliance
3. Discuss Fishing Line recycling Program
4. Facilities: Authorize Supervisor to Sign E-Waste Contract
5. Authorize Association of Towns of the State of New York Delegates 2023
6. Approve Grant from Putnam County Soil and Water Conservation District
7. Amend Resolution for Phase 1 Environmental Site Assessment – 22 Peekskill Hollow Road
8. Approve CSEA 2023 Holiday Schedule
9. Approve Estimate of Surveying Services/Wenonah Road
10. Authorize Letter to District Property Owners for Uncollected Taxes
11. Daily Fee Report – Summary October 1, 2022 – October 31, 2022

**Adjournment**

**Next Town Board Meeting: Wednesday, November 16<sup>th</sup>, 2022, 6 PM**

**RESOLUTION 11:9 - # \_\_\_\_ OF 2022**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Chapter 165, entitled "Zoning," specifically to §§165-12(A)(4)(f) and 165-12(B)(4)(f) adding generators as permitted accessory structures in all residential districts; §165-27(L) shall be added to establish the setback requirements for such accessory structures; and

WHEREAS, the proposed amendments are annexed hereto as Exhibit A and incorporated herein as if recited verbatim, and the Town Board does direct that said amendments be spread across the record as if they, in fact, had been read verbatim; and

WHEREAS, this action to amend the Zoning Law is a Type I Action under the New York State Environmental Quality Review Act (SEQRA), and a Full Environmental Assessment Form (FEAF) is attached hereto; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning, Development and Public Transportation for review and recommendation; and

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency and will conduct the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

2. The Town Board hereby sets a public hearing on the proposed amendments for November 30, 2022, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and
3. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
4. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-nn.

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

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

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

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

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

**Town of Putnam Valley Local Law No. \_\_\_ of 2022**

**A Local Law Amending Various Provisions of the Town of Putnam Valley Zoning Law  
Relating to Generators and Outdoor Air Conditioner Units in Residential Districts**

BE IT ENACTED, by the Town Board of the Town of Putnam Valley, Putnam County, New York, as follows:

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending Various Provisions of the Town of Putnam Valley Zoning Law Relating to Generators and Outdoor Air Conditioner Units in Residential Districts.”

**Part 2. Enactment**

This Local Law is adopted and enacted pursuant to the authority and power granted by §10 of the Municipal Home Rule Law of the State of New York.

**Part 3. Amendment of the Zoning Law**

The Town of Putnam Valley Zoning Law is amended as follows:

*Replace*

Section 165-12(A)(4)(f) “Accessory Uses”: Other customary accessory structures subject to the applicable provisions of Article VII hereof, such as playhouses, greenhouses, saunas, porches, sun decks, house decks, trash containers, generators, outdoor air conditioners and the like, provided that said use, building or structure is incidental to the principal use of the site.

*Replace*

Section 165-12(B)(4)(f) “Accessory Uses”: Other customary accessory structures subject to the applicable provisions of Article VII hereof, such as playhouses, greenhouses, saunas, porches, sun decks, house decks, trash containers, generators, outdoor air conditioners and the like, provided that said use, building or structure is incidental to the principal use of the site.

*Add*

Section 165-27(L): Generators and Outdoor Air Conditioners.

- (1) A zoning variance for Residential Generators and Outdoor Air Conditioner Units shall not be required for units located no closer than ten (10) feet from side and rear property lines and no greater than five (5) feet from the front foundation wall of the residence.

**Part 4. Severability**

The invalidity of any part or provision (e.g., word, section, clause, paragraph, sentence) of this Local Law shall not affect the validity of any other part of this Law which can be given effect in the absence of the invalid part or provision.

**Part 6. Supersession**

This Local Law is intended to supersede any provisions of the Town Law, the laws of the Town of Putnam Valley, and the New York State General Municipal Law which are inconsistent with the provisions of this Local Law.

**Part 7. Effective Date**

This Local Law shall take effect immediately upon the filing with the Office of the Secretary of State of the State of New York, in accordance with the applicable provisions of law, and specifically, Article 3, Section 27 of the New York State Municipal Home Rule Law.

**RESOLUTION 11:9 - #\_\_\_\_ OF 2022**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Chapter 165, entitled “Zoning,” specifically to §§165-27(J)(1) relating to the duration of time a recreational vehicle may be parked on lot which does not also contain a residence owned by the registered owner of the vehicle; and

WHEREAS, the proposed amendments are annexed hereto as Exhibit A and incorporated herein as if recited verbatim, and the Town Board does direct that said amendments be spread across the record as if they, in fact, had been read verbatim; and

WHEREAS, this action to amend the Zoning Law is a Type I Action under the New York State Environmental Quality Review Act (SEQRA), and a Full Environmental Assessment Form (FEAF) is attached hereto; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning, Development and Public Transportation for review and recommendation; and

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency and will conduct the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

2. The Town Board hereby sets a public hearing on the proposed amendments for November 30, 2022, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and
3. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
4. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-mn.

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

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

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

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

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

**Town of Putnam Valley Local Law No. \_\_\_\_ of 2022**

**A Local Law Amending Section 165-27 (J)(1), “Recreational Vehicles,” of the Town of Putnam Valley Zoning Law**

BE IT ENACTED, by the Town Board of the Town of Putnam Valley, Putnam County, New York, as follows:

**Part 1. Title**

This Local Law shall be known as the “Local Law Amending Section 165-27 (J)(1), “Recreational Vehicles,” of the Town of Putnam Valley Zoning Law.”

**Part 2. Enactment**

This Local Law is adopted and enacted pursuant to the authority and power granted by §10 of the Municipal Home Rule Law of the State of New York.

**Part 3. Amendment of the Zoning Law**

The Town of Putnam Valley Zoning Law is amended as follows:

Section 165-27(J)(1) “Recreational Vehicles”: No recreational vehicle shall be parked for more than fourteen (14) days in any thirty-day (30) period, not to exceed thirty (30) days in any calendar year on a lot which does not also contain a residence of that recreational vehicle’s owner.

**Part 4. Severability**

The invalidity of any part or provision (e.g., word, section, clause, paragraph, sentence) of this Local Law shall not affect the validity of any other part of this Law which can be given effect in the absence of the invalid part or provision.

**Part 6. Supersession**

This Local Law is intended to supersede any provisions of the Town Law, the laws of the Town of Putnam Valley, and the New York State General Municipal Law which are inconsistent with the provisions of this Local Law.

**Part 7. Effective Date**

This Local Law shall take effect immediately upon the filing with the Office of the Secretary of State of the State of New York, in accordance with the applicable provisions of law, and specifically, Article 3, Section 27 of the New York State Municipal Home Rule Law.



**RESOLUTION 11:9 - # \_\_\_\_ OF 2022**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Chapter 165, entitled "Zoning," specifically to §§165-16(C)(1)(b) (Development Approval Plan) and 165-21(C)(1)(c) (Site Plan Approval) adding a requirement that sight distances be measured and included on plans in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards; and

WHEREAS, the proposed amendments are annexed hereto as Exhibit A and incorporated herein as if recited verbatim, and the Town Board does direct that said amendments be spread across the record as if they, in fact, had been read verbatim; and

WHEREAS, this action to amend the Zoning Law is a Type I Action under the New York State Environmental Quality Review Act (SEQRA), and a Full Environmental Assessment Form (FEAF) is attached hereto; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning, Development and Public Transportation for review and recommendation; and

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency and will conduct the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

2. The Town Board hereby sets a public hearing on the proposed amendments for November 30, 2022, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and
3. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
4. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-nn.

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

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

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

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

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

**Town of Putnam Valley Local Law No. \_\_\_ of 2022**

**A Local Law Amending Various Provisions of the Town of Putnam Valley Zoning Law  
Relating to the Inclusion of Site Distances for Development Plans and Site Plans**

BE IT ENACTED, by the Town Board of the Town of Putnam Valley, Putnam County, New York, as follows:

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending Various Provisions of the Town of Putnam Valley Zoning Law Relating to the Inclusion of Site Distances for Development Plans and Site Plans”

**Part 2. Enactment**

This Local Law is adopted and enacted pursuant to the authority and power granted by §10 of the Municipal Home Rule Law of the State of New York.

**Part 3. Amendment of the Zoning Law**

The Town of Putnam Valley Zoning Law is amended as follows:

*Add*

**Section 165-16(C)(1)(b)(21):** Sight distances shall be measured and included on all plans in accordance with the current American Association of State Highway and Transportation Officials (AASHTO) standards.

*Add*

**Section 165-21(C)(1)(c)(19):** Sight distances shall be measured and included on all plans in accordance with the current American Association of State Highway and Transportation Officials (AASHTO) standards.

**Part 4. Severability**

The invalidity of any part or provision (e.g., word, section, clause, paragraph, sentence) of this Local Law shall not affect the validity of any other part of this Law which can be given effect in the absence of the invalid part or provision.

**Part 6. Supersession**

This Local Law is intended to supersede any provisions of the Town Law, the laws of the Town of Putnam Valley, and the New York State General Municipal Law which are inconsistent with the provisions of this Local Law.

**Part 7. Effective Date**

**This Local Law shall take effect immediately upon the filing with the Office of the Secretary of State of the State of New York, in accordance with the applicable provisions of law, and specifically, Article 3, Section 27 of the New York State Municipal Home Rule Law.**

DRAFT

**RESOLUTION 11:9 - # \_\_\_\_ OF 2022**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Chapter 100, entitled “Special Districts,” specifically to add Article VI: Regulations Applicable to All Districts; to add §§100-48 and 100-50 relating to the definition of “Service Dog” and regulating dogs on district beach areas; and

WHEREAS, the proposed amendments are annexed hereto as Exhibit A and incorporated herein as if recited verbatim, and the Town Board does direct that said amendments be spread across the record as if they, in fact, had been read verbatim; and

WHEREAS, this action to amend the Zoning Law is a Type I Action under the New York State Environmental Quality Review Act (SEQRA), and a Full Environmental Assessment Form (FEAF) is attached hereto; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning, Development and Public Transportation for review and recommendation; and

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency and will conduct the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

2. The Town Board hereby sets a public hearing on the proposed amendments for November 30, 2022, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and
3. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
4. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-nn.

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

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

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

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

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

**Town of Putnam Valley Local Law No. \_\_\_ of 2022**

**A Local Law Amending the Town of Putnam Valley Town Code Relating to Dogs in All Special Districts**

BE IT ENACTED, by the Town Board of the Town of Putnam Valley, Putnam County, New York, as follows:

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending the Town of Putnam Valley Town Code Relating to Dogs on Beach Areas in All Special Districts”

**Part 2. Enactment**

This Local Law is adopted and enacted pursuant to the authority and power granted by §10 of the Municipal Home Rule Law of the State of New York.

**Part 3. Amendment of the Town Code**

The Town of Putnam Valley Code is amended as follows:

*Add*

Chapter 100, Article VI: **Regulations Applicable to All Special Districts.**

**§100-49: Definitions**

For the purpose of these regulations, the following terms shall have the meanings indicated:

**Service Dog:** A service dog is a dog that is individually trained to do work or perform tasks for a person with a disability.

**§100-50: Dogs**

- A. No dogs or other animals shall be permitted to enter beach areas or the waters of the lake abutting thereon, except for service dogs and dogs used by law enforcement personnel when actually in such service.
- B. Dogs found to be aggressive, as determined by the lake monitor, lifeguards, or staff, shall be immediately removed from the beach area.
- C. Dogs must be leashed at all times.
- D. All dogs shall be registered with the Putnam Valley Town Clerk.

*Delete*

§§100-5 “Dogs”; 100-18 “Animals”; 100-30 “Dogs”; 100-33(C) “Dogs”; and 100-46 “Dogs”

**Part 4. Severability**

The invalidity of any part or provision (e.g., word, section, clause, paragraph, sentence) of this Local Law shall not affect the validity of any other part of this Law which can be given effect in the absence of the invalid part or provision.

**Part 6. Supersession**

This Local Law is intended to supersede any provisions of the Town Law, the laws of the Town of Putnam Valley, and the New York State General Municipal Law which are inconsistent with the provisions of this Local Law.

**Part 7. Effective Date**

This Local Law shall take effect immediately upon the filing with the Office of the Secretary of State of the State of New York, in accordance with the applicable provisions of law, and specifically, Article 3, Section 27 of the New York State Municipal Home Rule Law.



2

**RESOLUTION AUTHORIZING THIRD PARTY PLAN REVIEW AND INSPECTION FOR RESIDENTIAL AND COMMERCIAL BUILDINGS FOR THE TOWN OF PUTNAM VALLEY, NEW YORK**

**WHEREAS**, New York State has adopted the 2018 International Building Code family of codes with amendments, named 2020 Codes of NYS, as the guiding principle pertaining to residential and commercial construction and development within the state; and,

**WHEREAS**, the Town of Putnam Valley realizes that to promote public safety and preserve the quality and value of property within the community, coordinated development review processes are essential to ensuring that the adopted, nationally-recognized building codes and best practices are incorporated into buildings and structures; and,

**WHEREAS**, third party plan review and inspection services will only be for ECCCNYS or NYStretch compliance review. Review by other departments in the Town of Putnam Valley will still be required; and,

**WHEREAS**, the Town Board deems it in the best interest of the citizens of Putnam Valley to authorize the Building Official to allow third party plan review for residential and commercial buildings in the Town of Putnam Valley; and,

**WHEREAS**, time of performance and terms of service are negotiated solely between the permit applicant and third-party plan review and inspection services provider; and,

**WHEREAS**, it shall be the permit applicant’s responsibility to ensure the third-party plan review and inspection services provider receives all the necessary construction documents and list of municipal requirements. Approved stamped documents shall be submitted to the Town of Putnam Valley Building Department prior to the issuance of a building permit.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF PUTNAM VALLEY, NEW YORK:**

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Town Board and made a part of hereof for all purposes.

**SECTION 2.** The Town of Putnam Valley shall hereby authorize the Building Official to allow third party plan review and inspection for compliance with the Energy Conservation Construction Code of New York State.

**SECTION 3.** This Resolution shall be and become effective from and after its adoption.

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

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

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

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

AYE NAY ABSTAIN

PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT

Councilman Smith  
Councilman Russo  
Councilwoman Tompkins  
Councilman Luongo  
Supervisor Annabi

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

# Third-Party Support

## Pre-Pilot Input Survey

### For Authorities Having Jurisdiction

Thank you for participating in the Third-Party Support Pilot. This survey is to gather your input prior to participation in order to set a baseline for determining the effectiveness of the Pilot activities and materials.

Please return this survey to [codes@nysesda.ny.gov](mailto:codes@nysesda.ny.gov) once completed.

**1. What is your role within the Authority Having Jurisdiction?**

- Chief Elected Official
- Building Official
- Plans Examiner
- Inspector
- Other: Please Specify \_\_\_\_\_

**2. How would you rate your current experience with the process for verifying energy code compliance?**

|           |                          |                          |                          |                          |                          |           |
|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------|
| Process   | 1                        | 2                        | 3                        | 4                        | 5                        | Process   |
| Extremely | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Very Easy |
| Difficult |                          |                          |                          |                          |                          |           |

I'm not sure

**3. Currently, how would you rate any plans examiner's ability to provide an accurate and thorough plan check for energy code requirements?**

|            |                          |                          |                          |                          |                          |          |
|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------|
| Not at all | 1                        | 2                        | 3                        | 4                        | 5                        | Very     |
| Accurate   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Accurate |

I'm not sure



New York State  
Energy Research and  
Development Authority

17 Columbia Circle  
Albany, NY 12203-6399

toll free: 866-NYSERDA  
local: 518-862-1090  
fax: 518-862-1091

info@nysesda.ny.gov  
nysesda.ny.gov

4. Indicate key challenges faced in evaluating building plan checks for energy code compliance. Please rank the challenges for how often they are encountered (1 = most often.)

| Challenge                                                                              | Rank |
|----------------------------------------------------------------------------------------|------|
| <input type="checkbox"/> Need for extensive/ additional review due to inaccuracies     |      |
| <input type="checkbox"/> Inconsistent knowledge of energy code compliance requirements |      |
| <input type="checkbox"/> Lack of standardized building plan checks                     |      |
| <input type="checkbox"/> Other:                                                        |      |
| <input type="checkbox"/> Other:                                                        |      |

5. On average, how long does an energy code plan check take a plans examiner?

|                                      |  |                                     |  |
|--------------------------------------|--|-------------------------------------|--|
| Residential<br>New Construction:     |  | Commercial<br>New Construction:     |  |
| Residential<br>Addition/ Alteration: |  | Commercial<br>Addition/ Alteration: |  |

6. In your experience, how much does the energy code compliance portion contribute to the time it takes from permit application to issuing a permit?

|                           |                                       |                          |                          |                          |                          |                               |
|---------------------------|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------|
| Causes significant delays | 1                                     | 2                        | 3                        | 4                        | 5                        | Not a significant contributor |
|                           | <input type="checkbox"/>              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                               |
|                           | <input type="checkbox"/> I'm not sure |                          |                          |                          |                          |                               |

7. Currently, how would you rate any inspector's ability to provide an accurate and thorough inspection for energy code requirements?

|                     |                                       |                          |                          |                          |                          |               |
|---------------------|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------|
| Not at all Accurate | 1                                     | 2                        | 3                        | 4                        | 5                        | Very Accurate |
|                     | <input type="checkbox"/>              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     | <input type="checkbox"/> I'm not sure |                          |                          |                          |                          |               |

8. On average, what is the total time spent on energy code inspections for a given building?

|                                      |  |                                     |  |
|--------------------------------------|--|-------------------------------------|--|
| Residential<br>New Construction:     |  | Commercial<br>New Construction:     |  |
| Residential<br>Addition/ Alteration: |  | Commercial<br>Addition/ Alteration: |  |

9. What would you anticipate in terms of key results from the two-year implementation of the Third-Party Support pilot?



New York State  
Energy Research and  
Development Authority

17 Columbia Circle  
Albany, NY 12203-6399

toll free: 866-NYSERDA  
local: 518-862-1090  
fax: 518-862-1091

info@nyserda.ny.gov  
nyserda.ny.gov

# Advancing Code Compliance Technology Platform

## Pre-Pilot Input Survey

### For Authorities Having Jurisdiction

Thank you for participating in the Advancing Code Compliance Technology Platform Pilot. This survey is to gather your input prior to participation in order to set a baseline for determining the effectiveness of the Pilot activities and materials.

Please return this survey to [codes@nyscrda.ny.gov](mailto:codes@nyscrda.ny.gov) once completed.

**1. What is your role within the Authority Having Jurisdiction?**

- Chief Elected Official
- Building Official
- Plans Examiner
- Inspector
- Other: Please Specify \_\_\_\_\_

**2. What method(s) are you currently using for processing permit applications?**

- Paper
- Electronic
  - Via email
  - Via software system
- Other: Please Specify \_\_\_\_\_

**3. On average, how many permit applications does your AHJ process each month? \_\_\_\_\_**

**4. How many staff and what percentage of their time is used to complete the administrative tasks of processing permit applications?**

|                  |  |                  |  |
|------------------|--|------------------|--|
| Number of Staff: |  | % of Their Time: |  |
|------------------|--|------------------|--|



New York State  
Energy Research and  
Development Authority  
17 Columbia Circle  
Albany, NY 12203-6399

toll free: 866-NYSERDA  
local: 518-862-1090  
fax: 518-862-1091  
info@nyscrda.ny.gov  
nyscrda.ny.gov

5. How long on average does it take to determine if a permit application is complete? \_\_\_\_\_

6. What percentage of the time is a permit application incomplete when first submitted? \_\_\_\_\_

7. On average, how many times is a permit application submitted before the permit is issued (including the original submission)?

Once (ie, application was approved on first submission)

Twice (ie, application was approved after first resubmission)

3+ times (it takes more than two resubmissions)

Other: Please Specify \_\_\_\_\_

8. How easy is it currently for a permit applicant to submit an application, receive and respond to plan check comments?

|            |                          |                          |                          |                          |                          |      |
|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------|
| Not at all | 1                        | 2                        | 3                        | 4                        | 5                        | Very |
| Easy       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Easy |

I'm not sure

9. If an electronic permitting process is used at your AHJ, how easy is it currently for a plans examiner to receive applications, conduct the review and return plan check comments?

|            |                          |                          |                          |                          |                          |      |
|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------|
| Not at all | 1                        | 2                        | 3                        | 4                        | 5                        | Very |
| Easy       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Easy |

I'm not sure

10. If a paper process is used, what are some of the challenges in conducting the review and returning plan check comments?

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11. On average, what percentage of their time do your plans examiners spend on administrative tasks? \_\_\_\_\_



New York State  
Energy Research and  
Development Authority

17 Columbia Circle  
Albany, NY 12203-6399

toll free: 866-NYSERDA  
local: 518-862-1090  
fax: 518-862-1091

info@nyserda.ny.gov  
nyserda.ny.gov

**12. How easy is it currently for an inspector to conduct inspections electronically?**

Not at all                      1                      2                      3                      4                      5                      Very  
Easy                                                                                                                                            Easy

I'm not sure

**13. On average, what percentage of their time do your inspectors spend on administrative tasks? \_\_\_\_\_**

**14. What would you anticipate in terms of key results from the two-year implementation of the Technology Platform Pilot?**



**New York State  
Energy Research and  
Development Authority**

17 Columbia Circle  
Albany, NY 12203-6399

**toll free: 866-NYSERDA  
local: 518-862-1090  
fax: 518-862-1091**

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nyserda.ny.gov**



4

## Town of Putnam Valley

**To:** Putnam Valley Town Board  
**From:** Susan Manno  
**Date:** October 21, 2022  
**Subject:** Authorize Supervisor to Sign E-Waste Contract

*S.M.*

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the contract with Newtech Recycling for the collection of e-waste. The previous contract was 0.36/lb. The new three year contract 2022-2025 is at 0.40/lb.



**AGREEMENT FOR E-WASTE COLLECTION AND RECYCLING SERVICES  
BETWEEN THE TOWN OF PUTNAM VALLEY NEW YORK AND NEWTECH  
RECYCLIN INC.**

This Agreement is made as of April 23, 2022, by and between the Town of Putnam Valley New York ("Putnam Valley"), a body politic and corporate, constituting a public instrument and Newtech Recycling Inc., ("Newtech"), with offices at 600A Apgar Drive, Somerset, NJ 08873.

**ARTICLE 1  
SCOPE OF SERVICES**

**Section 1.1 – E-Waste Recycling Collection Services**

Newtech agrees to perform and complete the Services set forth in this Agreement in a professional and workmanlike manner (collectively referred to herein as the "Services").

A. Services.

Newtech agrees to perform independent collections at municipal location specified by Putnam Valley of certain materials referred to as electronic waste ("E-Waste").

B. Permanent Collection Location.

Newtech agrees to pick up Materials from the specified permanent location at 265 Oscawana Lake Road, Putnam Valley NY 10579. Materials will be collected by the Municipality via containers staged and owned by Newtech Recycling. Appropriate access thereto will be provided by the Municipality. Frequency of pick up will be determined by the rate at which the containers fill up. Newtech will pick up the Materials, including palletizing and loading its service vehicles with it personnel, from these permanent locations prior to the containers reaching 100% capacity, or, upon notice from municipality. Newtech will ensure that the location will be serviced at least once every month.

**Section 1.2 - Labor, Materials and Restoration**

A. Newtech shall, at its sole cost and expense: (a) furnish all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform the Services hereunder; and (b) restore any portion of the properties or the improvements thereon disturbed or damaged by Newtech or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage. Newtech shall ensure that each site is properly equipped with Gaylord boxes in sufficient quantities to store loose E-Waste.

B. Newtech shall at all times comply with all federal, state and local laws with regard to the disposal of the Materials pursuant to this Agreement. All Materials not recycled as products or commodities shall be disposed of according to all applicable laws and regulations.

### **Section 1.3 - Performance of Services**

Newtech shall coordinate, perform and complete all Services hereunder in accordance with: (1) any and all instructions, guidance and directions provided by Municipality to Newtech; (2) the terms and conditions of this Agreement; (3) the highest industry standards applicable to Newtech and its performance of the Services hereunder; and (4) all applicable laws including but not limited to any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Properties or the Facilities (hereinafter collectively referred to as the "Standards").

### **Section 1.4 - Direction of Work**

Municipality may, where deemed necessary or desirable by Municipality, provide Newtech with instructions, guidance and directions in connection with Newtech's performance of the Services hereunder, and Newtech shall comply with such instructions, guidance and directions.

### **Section 1.5 - Putnam Valley Inspection Rights**

Putnam Valley shall have the right at all times, with or without notice to Newtech, to inspect and observe Newtech's performance of any Services hereunder. If, after any such inspection, Municipality is unsatisfied with Newtech's performance of any Services hereunder, Newtech shall, at the direction of Municipality, render such performance satisfactory to Municipality at no additional cost or expense to Municipality and without any extension of or addition to any time schedules for the remaining Services.

### **Section 1.6 - Access**

Municipality shall provide Newtech access to those areas of the Properties and Facilities as determined by Municipality after consultation with Municipality provided that: (a) Newtech shall have minimize interference with any other operations being conducted on the Properties or at the Facilities by Municipality, or any other person or entity; and (b) Newtech is in compliance with all of the terms and conditions of this Agreement. Municipalities shall be responsible for the operation, management and physical security of all collection sites within their jurisdiction. Municipalities shall be responsible for providing sufficient personnel to staff its collection site. Municipality reserves the right to revoke the access granted to Newtech herein if Newtech fails to comply with the foregoing conditions of access.

### **Section 1.7 – Material Integrity**

Municipalities shall insure that Materials collected at the collection sites will be suitable for recycling and that such Materials are generally free from all Non-Electronic items of waste including (without limitation) putrescible materials, Municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks and radioactive or hazardous substances that are not inherent to the Materials (such items being collectively, “Non-Conforming Matter”). Newtech may, at its option, refuse to pick up or accept, and may reject in its entirety, any load of Material that is either (i) contaminated with any hazardous materials or other Non-Conforming Matter that Newtech is not qualified or able to safely dispose of (e.g. medical waste), or (ii) in its reasonable discretion is so contaminated with Non-Conforming Matter as to make the processing of such Materials impracticable or unreasonably burdensome.

### **Section 1.8 – Title to the Materials**

Newtech agrees that title to, and ownership of the Materials which Newtech may collect, dispose and/or recycle in accordance with the provisions of this Agreement shall transfer to Newtech at the time of Newtech’s collection.

## **ARTICLE 2 PAYMENT**

### **Section 2.1 – Payment**

- A. Newtech agrees to provide the herein described services to Putnam Valley at a charge of .40/lb. Putnam Valley hereby designates Newtech as its exclusive E-Waste recycler to provide services to the designated collection point.

## **ARTICLE 3 TERM OF AGREEMENT**

### **Section 3.1 – Term**

The term of this Agreement shall commence effective April 23, 2022 and expire on April 22, 2025, provided, Putnam Valley shall have the option of continuing this Agreement for an additional three one year terms upon providing written notice to Newtech at least thirty days prior to the expiration of the then current contract term that it chooses to exercise such option.

## **ARTICLE 4 DATA SECURITY**

### **Section 4.1**

Once Newtech has taken possession of Materials, it will take all necessary and appropriate measures to secure collected E-Waste from theft. This includes both commodity and data theft. Data sanitization or “destruction” is not included in the scope of this Agreement. If requested by a Municipality, data sanitization can be performed at higher levels of security with the appropriate Certificates of Data Destruction available at an additional fee. Newtech may, at its election, recycle or resell intact Materials that it collects from the Municipalities, provided that Newtech performs data sanitization upon such Materials.

## **ARTICLE 5 TIME IS OF THE ESSENCE**

### **Section 5.1**

Putnam Valley and Newtech hereby acknowledge and agree that time is of the essence with respect to Newtech’s performance and completion of the Services hereunder. Accordingly, Newtech shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by Municipality and Newtech for such Services.

## **ARTICLE 6 INSURANCE**

### **Section 6.1 – Required Insurance**

Newtech shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than two million (\$2,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million (\$1,000,000.00) dollars each accident, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

- (c) Workers' Compensation in conformity with statutory limits.

### **Section 6.2 – Certificates of Insurance**

Upon Newtech's execution of this Agreement, Newtech shall submit to Putnam Valley a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below.

Additionally, Newtech shall furnish to Putnam Valley within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

### **Section 6.3 – Specific Requirements**

All policies for each insurance required hereunder shall: (i) name Putnam Valley as additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance, or Newtech's property and equipment insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to Putnam Valley by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold Putnam Valley free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that Putnam Valley may be deemed in excess of such primary insurance.

### **Section 6.4 – Issuing Companies**

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of New York and have a Best's Key Rating Guide of B+ VIII or better, or are otherwise deemed acceptable by Putnam Valley in its sole discretion.

### **Section 6.5 – Newtech's Subcontractors**

Newtech shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Newtech is required to procure and maintain under this Agreement.

### **Section 6.6 – Payment by PUTNAM VALLEY**

Should Newtech fail to obtain, maintain or renew any of the insurance required by this Article 4, or to pay the premium therefor, then and in any of said events Putnam Valley may, at its option, but without obligation to do so, upon ten (10) business days prior notice to Newtech of Putnam Valley intention to do so, procure such insurance, and the amounts paid shall be deducted from any compensation due to Newtech hereunder.

### **Section 6.7 – No Limitation on Liability**

No provision of this Article 4 shall be construed or deemed to limit Newtech's obligations under this Agreement to pay damages or other costs and expenses.

## **ARTICLE 7 INDEMNIFICATION**

### **Section 7.1 – Contractor's Indemnification**

Newtech shall at all times defend, indemnify and hold harmless Putnam Valley and all their directors, officers, agents and employees from and against any expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property (including environmental contamination or damage or other damages alleged to have been caused in whole or in part by the negligent acts or omissions of Newtech or any of its directors, officers, employees, agents, subcontractors or materialmen, or by the fault, defective or unsuitable material or equipment used by it or by any of them and sustained by: (a) Putnam Valley or any of its directors, officers, employees, agents or other Contractors, (b) Newtech or any of its directors, officers, employees, agent, subcontractors or materialmen, or (c) any other person. Newtech's obligations under this Section 7.1 shall survive the termination or expiration of this Agreement.

The existence of insurance shall in no way limit the scope of this indemnification.

## **ARTICLE 8 TERMINATION**

### **Section 8.1 – Termination**

This Agreement may be terminated by both Parties upon at least thirty (30) days' advance written notice. Upon receipt of such written notice from Putnam Valley, Newtech shall: (i) immediately cease work on any and all Municipality matters, unless otherwise directed in writing by the Authorized Representative; and (ii) remove all of its personnel and equipment from all of the Properties and all of the Facilities. In addition, and prior to any termination of this Agreement, Newtech shall restore any portion of any Facility or any Property, other than those areas of any Property or Facility otherwise improved by Newtech in performing the Services hereunder, disturbed or damaged by Newtech to the same condition existing immediately prior to such disturbance or damage. Putnam Valley shall not be liable to Newtech in any other manner whatsoever in the event Putnam Valley exercises its right to terminate this Agreement. Newtech shall transmit to Putnam Valley originals or copies of any and all material prepared, developed or obtained under this Agreement in Newtech's possession within thirty (30) days of receipt or issuance of the written notice of termination unless otherwise directed by the Authorized Representative. Newtech shall retain and maintain accurate records and documents

relating to the performance of Services under this Agreement for a minimum of four (4) years after final payment by Putnam Valley and shall make them available for inspection and audit by Putnam Valley. Newtech's obligations under this Section 8 shall survive the termination or expiration of this Agreement.

## **ARTICLE 9 MISCELLANEOUS**

### **Section 9.1 – Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below:

(a) If to: Putnam Valley Town Hall

265 Oscawana Lake Road  
Putnam Valley, NY 10579

ATTN:

(b) If to Newtech:

Newtech Recycling, Inc.  
600A Apgar Dr.  
Somerset, NJ 08873

ATTN:

### **Section 9.2 – Status of Newtech**

Putnam Valley and Newtech acknowledge and agree that Newtech is acting as an independent contractor in performing any Services for Putnam Valley hereunder and that Newtech shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship or an employer-employee relationship between Putnam Valley and Newtech.

Newtech is expressly forbidden from transacting any business in the name of or on account of Putnam Valley and Newtech has no power or authority to assume or create any obligation or responsibility for or on behalf of Putnam Valley in any manner whatsoever.

### **Section 9.3 – Newtech's Employees**

All persons employed by Newtech shall be subject and responsible solely to the direction of Newtech and shall not be deemed to be employees of Putnam Valley.

#### **Section 9.4 – Mechanic’s Liens**

Newtech shall claim no interest in the properties or any structures, equipment, fixtures, materials or improvements located or to be located on such properties, and Newtech shall not file any mechanic’s liens or other liens or security interests against Putnam Valley or any of its properties. Newtech acknowledges that this contract is not for the improvements of real property. Newtech shall defend, indemnify and hold harmless Putnam Valley against all costs associated with the filing of such liens or security interests by Newtech or any of its subcontractors or materialmen. Before any subcontractor or materialman of Newtech commences any Services hereunder, Newtech shall deliver to Municipality an original waiver of mechanic’s liens properly executed by such subcontractor or materialman.

#### **Section 9.5 – Withholding Taxes and Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by Putnam Valley with respect to Newtech, nor be withheld from payment to Newtech by Putnam Valley. No workers’ compensation insurance has been or will be obtained by Putnam Valley on account of the Services to be performed hereunder by Newtech, Newtech’s employees, agents, subcontractors or materialmen. Newtech shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 9.5, and Newtech hereby agrees to indemnify and hold Putnam Valley harmless against any and all such taxes, insurance or related payments which Putnam Valley may be required to pay in the event that Newtech’s status hereunder is determined to be other than that of an independent contractor.

#### **Section 9.6 – Arbitration**

All claims and controversies arising out of this Agreement shall be settled and decided by a single arbitrator in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified by the following provisions of this Section 9.6.

- (a) Either Putnam Valley or Newtech may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other party and to the Regional Director of the AAA having jurisdiction in Albany, NY. Any arbitration proceedings must be initiated within ten (10) days of the initiating party’s knowledge of the claim, dispute or matter in question.
- (b) An arbitrator shall be selected by the AAA within three (3) days of the initiation of any arbitration hearing.



- (c) The costs of arbitration shall be shared equally by the parties and each party shall bear its own costs and attorneys' fees unless the arbitrator determines that the action or defense of the losing party was frivolous, in which event the arbitrator may order that all or a portion of the costs of arbitration of the successful party, including but not limited to attorneys' fees (not to exceed a rate of \$250.00 dollars per hour) and other costs be paid by the losing party.
- (d) All arbitration proceedings shall be held in Albany, NY. The arbitrator may request any party to produce information deemed necessary by him for a fair determination of the issues. Each party so requested to produce information shall do so within fifteen (15) days of each such request or shall respond immediately to the request by explaining why compliance is not possible within fifteen (15) days. The arbitrator may then order compliance and failure to comply with the order shall be deemed to be a default hereunder on the part of the non-complying party.
- (e) The determination of the arbitrator shall be final and binding upon the parties. The determination shall be in the form of a written award, with written findings of fact, and may be entered in and specifically enforced by any court of appropriate jurisdiction. While the arbitrator shall select the remedy for all breaches of either party's obligations under this Agreement, the arbitrator shall not modify the remedies specifically set forth in this Agreement for Municipality and Newtech.
- (f) All legal issues arising in connection with a dispute to be determined by an arbitrator shall be governed by the laws of the State of New York.
- (g) During any arbitration proceeding that may be initiated hereunder, Putnam Valley and Newtech shall continue to perform their respective obligations under this Agreement.

#### **Section 9.7 – Governing Law**

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

#### **Section 9.8 – Non-Discrimination**

Newtech agrees to the following: (1) Newtech agrees and warrants that in the performance of the Services for Putnam Valley, Newtech will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Newtech that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of New York.

### **Section 9.10 – Subcontractors**

Newtech shall not hire any subcontractors without the prior written approval of Putnam Valley which shall not be unreasonably withheld. Newtech shall require, in a manner satisfactory to Putnam Valley, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Newtech's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Newtech under this Agreement, Putnam Valley may directly enforce such subcontracts and make payments thereunder. Newtech shall provide Putnam Valley with all contracts, amendments, books, records, accounts, correspondence and other materials necessary enforce such subcontracts. Also, Newtech's subcontracts with its subcontractors shall specifically include Putnam Valley as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claim, setoffs, or other rights whatsoever that they may have with or against Newtech by any reason other than through such subcontracts.

### **Section 9.11 – Entire Agreement**

This Agreement constitutes the entire Agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

### **Section 9.12 – Modification**

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement.

### **Section 9.13 – Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

### **Section 9.14 – Severability**

Putnam Valley and Newtech hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

### **Section 9.15 – No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the

validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

**Section 9.16 – Assignment**

This Agreement may not be assigned in whole or in part without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

THE TOWN OF PUTNAM VALLEY NY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

NEWTECH RECYCLING, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized



5

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Association of Towns of the State of New York Delegates 2023  
**DATE:** November 2, 2022

---

RESOLVE, that the Town Board authorize the appointment of the Town Supervisor, Jacqueline Annabi, as the Delegate representing the Town of Putnam Valley to the Association of Towns of the State of New York for the calendar year 2023; and

FURTHER RESOLVE, that the Town Board authorize the appointment of Deputy Supervisor, Louie Luongo, as the Alternate Delegate representing the Town of Putnam Valley to the Association of Towns of the State of New York for the calendar year 2023.



# CERTIFICATE OF DESIGNATION

**This form must be filed with:**

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NY 12207

**No later than FEBRUARY 3, 2023**

In order to establish eligibility and credentials to vote at the 2023 Business Session

**TO: THE OFFICERS AND MEMBERS OF  
The Association of Towns of the State of New York**

*To Ensure Correct Spelling On Badges, Please Print Or Type*

I, \_\_\_\_\_, Town Clerk of the Town of \_\_\_\_\_, in  
the County of \_\_\_\_\_ and State of New York DO HEREBY CERTIFY that  
the town board of the aforesaid town has duly designated the following named person to attend  
the Annual Business Session of the Association of Towns of the State of New York, to be held  
during February 22, 2023, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of  
the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

In the absence of the person so designated, the following named person has been designated to  
cast the vote of said town:

NAME OF ALTERNATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Town Clerk**



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Grant / Putnam County Soil and Water Conservation District  
DATE: November 3, 2022

---

RESOLVE, that the Town Board authorize the Supervisor, Jacqueline Annabi, to accept a grant of Twenty Thousand Dollars (\$20,000) from the Putnam County Soil and Water Conservation District for a hydro dynamic separating system and baffle boxes to prevent run-off within Lake Peekskill. Any additional costs required for this project will be covered by APRA funds.



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Phase 1 Environmental Site Assessment – 22 Peekskill Hollow Road  
**DATE:** November 3, 2022

---

RESOLVE, that the Town Board amend Resolution No. R22-272 dated as of August 17, 2022 to reflect an increase in payment to Henningson Durham & Richardson from \$6,000 to \$8,818.90, per invoice no. 1200474792. This larger sum reflects additional time required to prepare the survey, from an original estimate of 21 hours to actual hours of 30.25 hours. These monies will be deducted from ARPA funds.



# Invoice

Reference Invoice Number with Payment

**Henningson Durham & Richardson PC - Eng**  
**New York, NY 10018-4502**  
**Phone: (212) 542-6000**

HDR Invoice No. 1200474792  
Invoice Date 02-NOV-2022  
Invoice Amount Due \$8,818.90  
Payment Terms 30 NET

**Town of Putnam Valley, New York**  
**Putnam Valley Town Hall**  
**265 Oscawana Lake Road**  
**PUTNAM VALLEY, TOWN OF, NY 10579**

Remit To PO Box 74008202  
Chicago, IL 60674-8202  
ACH/EFT Payments Bank of America ML US  
ABA# 081000032  
Account# 355004076604

Phase I Environmental Site Assessment - 22 Peekskill Hollow Road, Putnam Valley, NY

Professional Services  
From: 15-JUL-2022 To: 22-OCT-2022

| Professional Services Summarization |                    | Hours                              | Billing Rate | Amount            |
|-------------------------------------|--------------------|------------------------------------|--------------|-------------------|
| Finance Administrator               | Gomez, Jonathan E  | 0.75                               | 88.00        | 66.00             |
| QAQC Reviewer                       | Carbone, Vincent M | 2.00                               | 223.92       | 447.84            |
| Sr. Environmental Scientist         | Wadden, Andrew J.  | 4.00                               | 200.91       | 803.64            |
| Sr. Project Manager                 | Parvis, Patricia A | 23.50                              | 302.79       | 7,115.57          |
|                                     |                    | <b>30.25</b>                       |              | <b>\$8,433.05</b> |
|                                     |                    | <b>Total Professional Services</b> |              | <b>\$8,433.05</b> |

| Expense Summarization |                                  | Quantity              | Billing Rate | Amount          |
|-----------------------|----------------------------------|-----------------------|--------------|-----------------|
| Mileage Personal      | Wadden, Andrew J.                | 60                    |              | 37.50           |
| Miscellaneous         | Environmental Data Resources LLC |                       |              | 346.80          |
| Miscellaneous         | Wadden, Andrew J.                |                       |              | 1.55            |
|                       |                                  | <b>Total Expenses</b> |              | <b>\$385.85</b> |

**Amount Due This Invoice (USD) \$8,818.90**

|                      |              |
|----------------------|--------------|
| Fee Amount           | \$6,000.00   |
| Fee Invoiced to Date | \$8,818.90   |
| Fee Remaining        | (\$2,818.90) |



# Invoice

HDR Invoice No. 1200474792  
Invoice Date 02-NOV-2022

| HDR Internal Reference Only |          |
|-----------------------------|----------|
| Client Number               | 541059   |
| Cost Center                 | 10378    |
| Project Number              | 10353460 |

## TASK ORDER 2020-06

This Task Order pertains to an Agreement by and between Town of Putnam Valley, New York, ("OWNER"), and Henningson, Durham & Richardson Architecture and Engineering, P.C. ("ENGINEER"), dated December 7, 2020, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2020-06

PROJECT NAME: **Phase I Environmental Site Assessment – 22 Peekskill Hollow Road, Putnam Valley, NY**

PART 1.0 PROJECT DESCRIPTION: Conduct a Phase I ESA for acquisition of property for a parking lot. The Subject Property consists of one, 0.2-acre parcel developed with an 1,800 square foot building used as a sheriff's office at the above-referenced address.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The scope of services is provided in the attached proposal dated August 5, 2022.

PART 3.0 OWNER'S RESPONSIBILITIES:

- The Town will provide HDR with copies of all records it maintains for the Subject Property including assessor, building, planning, and zoning.
- A survey of the Subject Property and a title abstract report, if available, will be provided.
- Full Subject Property access and contact information for owner(s) will be provided.

PART 4.0 PERIODS OF SERVICE: August 5, 2022 – October 31, 2022

PART 5.0 ENGINEER'S FEE: Total initial estimated fee is \$6,000. This is a time and materials (T&M) budget estimate, based on the above scope of work and HDR's 2022 hourly labor rate sheet. Should an increased level of effort be required, HDR will inform the Town and obtain authorization to modify the above-noted budget.

PART 6.0 OTHER: Not Applicable

This Task Order is executed this 5 day of August, 2022.

Town of Putnam Valley  
"OWNER"

BY:

Jaqueline Juh

NAME:

Jacqueline Annabi

TITLE:

Supervisor

ADDRESS:

265 Oscawana Rd  
Putnam Valley NY  
10579

HENNINGSON, DURHAM &  
RICHARDSON ARCHITECTURE AND  
ENGINEERING, P.C.

"ENGINEER"

BY:

Y. Charalambous

NAME:

Yiannoulla Charalambous

TITLE:

Authorized Representative

ADDRESS:

500 Seventh Avenue  
New York, NY 10018

Executive Board  
Craig Cotone - President  
[ccotone@putnamvalley.gov](mailto:ccotone@putnamvalley.gov)  
Theresa Orlando- Vice President  
[torlando@putnamvalley.gov](mailto:torlando@putnamvalley.gov)

Executive Board  
Kim Mckeown- Treasurer  
[kmckeown@putnamvalley.gov](mailto:kmckeown@putnamvalley.gov)  
Annie Spinelli-Treasurer  
[aspinelli@putnamvalley.gov](mailto:aspinelli@putnamvalley.gov)

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**MEMORANDUM**

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**TO:** PUTNAM VALLEY TOWN BOARD  
**FROM:** CRAIG COTONE, CSEA PRESIDENT  
**SUBJECT:** 2023 HOLIDAY SCHEDULE  
**DATE:** NOVEMBER 3, 2022  
**CC:** SHERRY HOWARD- TOWN CLERK

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The CSEA Union respectfully requests the following holidays as per our contract:

|              |          |                            |
|--------------|----------|----------------------------|
| January 2    | Monday   | New Year's Day             |
| January 16   | Monday   | Martin Luther King Jr. Day |
| February 20  | Monday   | President's Day            |
| May 29       | Monday   | Memorial Day               |
| July 4       | Tuesday  | Independence Day           |
| September 4  | Monday   | Labor Day                  |
| October 9    | Monday   | Columbus Day               |
| November 10  | Friday   | Veteran's Day              |
| November 23  | Thursday | Thanksgiving               |
| November 24  | Friday   | Day after Thanksgiving     |
| December 26* | Tuesday  | Christmas Eve              |
| December 25  | Monday   | Christmas Day              |
| December 29* | Friday   | New Year's Eve             |

\* Holiday falls on a weekend- Union Requests an alternative date



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Estimate of Surveying Services / Wenonah Road (Horse Farm)  
**DATE:** November 3, 2022

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RESOLVE, that the Town Board approve the Town Supervisor, Jacqueline Annabi, to enter into a contract with Larry L. Lynn, Land Surveyor, to perform additional surveying services of Wenonah Road (horse farm) for a total of \$950.00. These funds will be appropriated from ARPA funds.



**Larry L. Lynn, Land Surveyor, P.C.**  
 1875 RTE. 376  
 WAPPINGERS FALLS,  
 NEW YORK 12590  
 (845) 463-2733 v (845) 463-2734 fax  
 www.lynnutils.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: 11/02/22

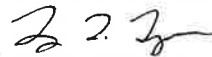
**PROJECT SCOPE:** Wenonah Road (horse farm), Putnam Valley, NY 1) County Clerk Research  
 2) Survey to establish property lines 3) Topographic Survey for 2' contour lines 4) Field work at Prevailing Wage

### MAJOR SURVEY ITEMS

| #  | CATEGORY                                     | DESCRIPTION                                                                                                                                                                 | QUANTITY | UNIT        | RATE/UNIT         | RATE / UNIT      | ITEM TOTAL      |
|----|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------------|------------------|-----------------|
| 1  | FIELD SURVEY (PREVAILING WAGE) (Summer Rate) | 1) ADDITIONAL 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    | \$ 950.00 Summer  |                  | \$950.00        |
| 2  | TOPOGRAPHIC SURVEY (GPS & Ground Rate)       | 1) TAKE FIELD SHOTS ON THE GROUND TO DETERMINE THE VERTICAL RELIEF AND COMPUTE CONTOURS AT 2' INTERVALS.                                                                    |          | ACRE        | \$ 1000.00 Summer | \$ 900.00 Winter |                 |
| 3  | WETLAND FLAGS                                | 1) LOCATE WETLAND DELINEATION FLAGS                                                                                                                                         |          | LUMP SUM    |                   | 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  | UTILITY DETAILS                              | 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                        | 1) SURVEY FOR SIGHT DISTANCES AT PROPOSED ENTRANCES. 2) PREPARE REPORT FOR ENGINEER.                                                                                        |          | EACH        |                   | 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 | MONUMENTS SET (PREVAILING WAGE)              | 1) SET STEEL REINFORCED CONCRETE MONUMENTS AT CORNERS AS REQUESTED BY CLIENT.                                                                                               |          | EACH        |                   | \$475.00         |                 |
| 13 | PREPARE PLOT PLAN                            | 1) PREPARE PLAN AND CAD FILE FOR ENGINEER                                                                                                                                   |          | LUMP SUM    |                   | \$550.00         |                 |
|    |                                              |                                                                                                                                                                             |          |             |                   | <b>TOTAL</b>     | <b>\$950.00</b> |

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

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



From: 10/1/2022 To: 10/31/2022

| Fee Type                     | Count      | Amount             |
|------------------------------|------------|--------------------|
| ADDITION/ALTERATION          | 4          | \$3,031.00         |
| ADDITIONAL FEE               | 1          | \$172.00           |
| CW                           | 2          | \$150.00           |
| DECK                         | 2          | \$248.00           |
| DEM/R                        | 1          | \$100.00           |
| ELECTRI APP/NY ELEC          | 9          | \$270.00           |
| ELECTRIC APP/SWIS            | 7          | \$210.00           |
| FENCE/WALL                   | 1          | \$75.00            |
| GAS/PROPANE                  | 3          | \$225.00           |
| GENERATOR PERMIT             | 3          | \$225.00           |
| HVAC                         | 6          | \$600.00           |
| IN GROUND POOL               | 1          | \$525.00           |
| MI                           | 5          | \$375.00           |
| OIL TANK                     | 6          | \$700.00           |
| OPERATING PERMIT             | 1          | \$100.00           |
| PERM                         | 9          | \$7,960.00         |
| PL                           | 5          | \$465.00           |
| RE                           | 8          | \$4,725.00         |
| RHCS                         | 1          | \$250.00           |
| RU                           | 2          | \$250.00           |
| SEARC                        | 19         | \$3,800.00         |
| SOLAR PANELS                 | 1          | \$581.00           |
| WELL                         | 1          | \$75.00            |
| WETADM                       | 1          | \$50.00            |
| WETL                         | 3          | \$450.00           |
| WT/S                         | 3          | \$300.00           |
| <b>Total Fees Collected:</b> | <b>105</b> | <b>\$25,912.00</b> |
| <b>Cash</b>                  | <b>4</b>   | <b>\$300.00</b>    |
| <b>Cashiers Check</b>        | <b>1</b>   | <b>\$75.00</b>     |
| <b>Check</b>                 | <b>100</b> | <b>\$25,537.00</b> |

see attached

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/Swis                        |
| 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                                |