



# TOWN OF PUTNAM VALLEY

## Town Board Meeting

February 15<sup>th</sup>, 2023

Town Hall

6 PM

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### AGENDA

#### Meeting called to Order

#### Pledge of Allegiance

1. Close Public Hearing: Amended Law for Senior Citizen Tax Exemption
2. Vote on Amended Law for Senior Citizen Tax Exemption
3. Close Public Hearing: Disability Tax Exemption
4. Vote on Disability Tax Exemption
5. Departmental Reports
6. Supervisor's Comments
7. Legislative Reports
8. Approval of Minutes
9. Concept Plan for Homeland Towers/22 Living Springs Lane
10. Districts:
  - a. Approve Grass Cutting Bid Request for 2023
  - b. Approve Wetlands Fee Waiver
  - c. Approve 2023 Wildwood Knolls Facilities Warrant
  - d. Approve GEI 2023 Proposal for RBL Lake Management Services
11. Parks & Recreation: February 2023 Refunds
12. Public Comment
13. Audit of Monthly Bills
14. Budget Transfers and Amendments

#### Adjournment

**Next Town Board Meeting: Work Session, Wednesday March 8, 2023, 5 PM**

**RESOLUTION 2:15 - # \_\_\_\_ OF 2023**

**RESOLUTION ADOPTING LOCAL LAW NO. \_\_\_\_ OF 2023 ENTITLED “LOCAL LAW TO AMEND ARTICLE I OF CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF PUTNAM VALLEY BY INCREASING THE INCOME THRESHOLD OF THE SENIOR CITIZEN PROPERTY TAX EXEMPTION”**

WHEREAS, a local law was introduced to be known as Local Law No. \_\_\_\_ of 2023, entitled “LOCAL LAW TO AMEND ARTICLE I OF CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF PUTNAM VALLEY BY INCREASING THE INCOME THRESHOLD OF THE SENIOR CITIZEN PROPERTY TAX EXEMPTION;” and

WHEREAS, a public hearing in relation to said local law was held on January 25, 2023; and

WHEREAS, notice of said public hearing was given pursuant to the terms and provisions of the Municipal Home Rule Law of the State of New York; and

WHEREAS, the Town Board classified this action as a Type II action for purposes of the State Environmental Quality Review Act (SEQRA) requiring no further environmental review; and

WHEREAS, the said local law has been on the desks of the members of the Town Board of the Town of Putnam Valley for at least seven (7) days, exclusive of Sunday.

NOW, THEREFORE, BE IT RESOLVED, that the local law annexed hereto is hereby enacted; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified original of this local law in the office of the Town Clerk and one (1) certified copy in the Office of the Secretary of State, State of New York, such certified copy to have attached thereto a certificate that it contains the correct text of the enactment of this local law.

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

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

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

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

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

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SHERRY HOWARD, TOWN CLERK

**RESOLUTION 2:15 - # \_\_\_\_ OF 2023**

**RESOLUTION ADOPTING LOCAL LAW NO. \_\_\_\_ OF 2023 ENTITLED "LOCAL LAW TO AMEND ARTICLE IV OF CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF PUTNAM VALLEY BY INCREASING THE INCOME THRESHOLD OF THE DISABLED PERSONS PROPERTY TAX EXEMPTION"**

WHEREAS, a local law was introduced to be known as Local Law No. \_\_\_\_ of 2023, entitled "LOCAL LAW TO AMEND ARTICLE IV OF CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF PUTNAM VALLEY BY INCREASING THE INCOME THRESHOLD OF THE DISABLED PERSONS PROPERTY TAX EXEMPTION;" and

WHEREAS, a public hearing in relation to said local law was held on January 25, 2023; and

WHEREAS, notice of said public hearing was given pursuant to the terms and provisions of the Municipal Home Rule Law of the State of New York; and

WHEREAS, the Town Board classified this action as a Type II action for purposes of the State Environmental Quality Review Act (SEQRA) requiring no further environmental review; and

WHEREAS, the said local law has been on the desks of the members of the Town Board of the Town of Putnam Valley for at least seven (7) days, exclusive of Sunday.

NOW, THEREFORE, BE IT RESOLVED, that the local law annexed hereto is hereby enacted; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified original of this local law in the office of the Town Clerk and one (1) certified copy in the Office of the Secretary of State, State of New York, such certified copy to have attached thereto a certificate that it contains the correct text of the enactment of this local law.

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

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

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

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

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

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SHERRY HOWARD, TOWN CLERK

# REMOVED FROM AGENDA

## RESOLUTION 1:11 - # \_\_\_ OF 2023

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that certain Town Code local law amendments be made to Town Code Chapter 108, entitled "Taxation," to opt out of granting real property tax exemptions for solar and wind energy systems as authorized by NY RPTL §487(8)(a); and

WHEREAS, the proposed amendment is 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 Town Code is a Type II Action under the New York State Environmental Quality Review Act (SEQRA), requiring no further environmental review; and

WHEREAS, the amendment requires a public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby sets a public hearing on the proposed amendments for January 25, 2023, 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

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to post and provide notice of the public hearing as required by law.

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

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

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

# Removed from Agenda

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

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

8

February 10, 2023

To: Town Board

From: Sherry Howard

Subject: Approval of minutes

I respectfully request the Putnam Valley Town Board authorize the Supervisor to accept the Town Board meeting minutes January 25, 2023, and February 08, 2023.

Thank-you,

Sherry Howard

Town Clerk



February 13, 2023  
HDR Project #10266913  
Town of Putnam Valley

Town of Putnam Valley Town Board  
265 Oscawana Lake Rd  
Putnam Valley, NY 10579

Re: **Homeland Towers / Verizon Wireless  
Proposed Installation of a New Wireless Telecommunications Tower  
22 Living Springs Lane - Concept Plan Review**

Dear Supervisor Annabi and Members of the Putnam Valley Town Board:

This memorandum has been prepared at the request of the Town Board for its Concept Plan review of a proposed wireless telecommunications tower at the above-referenced address located in a PC zoning district within the Town of Putnam Valley. The subject parcel is approximately 35 acres; it is noted that the property owner also owns contiguous parcels that total approximately 150 acres. Application materials were submitted by Snyder & Snyder, LLP on behalf of the applicants, Homeland Towers, LLC (“Homeland”) and New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”).

**Focus of Concept Plan Review**

This memo is prepared for the Town Board to provide a discussion on potential alternate sites to the proposed new tower site at 22 Living Springs Lane. HDR notes that this application is also before the Planning Board at this time. Application elements including aesthetics/monopole design options, RF emissions, height justifications, and other items are being reviewed for the Site Plan and Special Use Permit applications that are before the Planning Board. HDR recommendations based on this Concept Plan review are included below in **bold text** and summarized at the end of this memo.

The following relevant documents from the various applicant filings were reviewed for this Concept Plan memo. *[Application materials submitted by the applicant that address other Planning Board topics are not listed below.]*

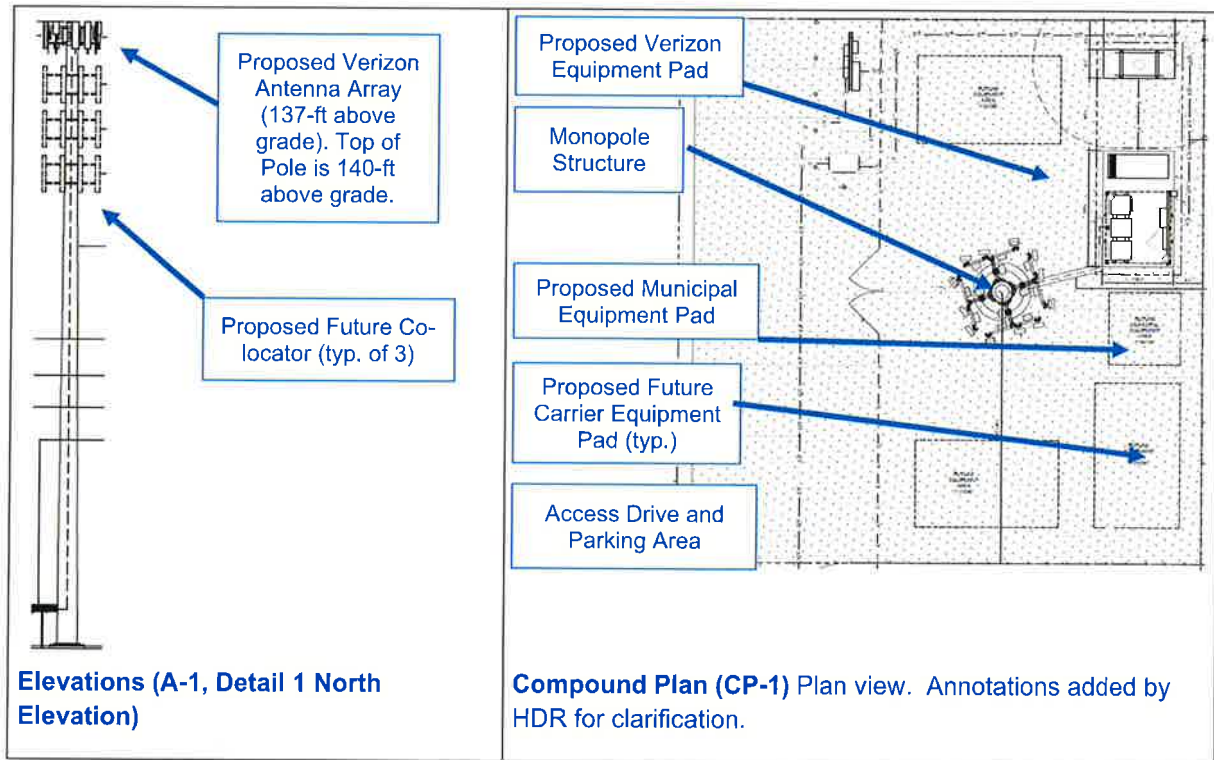
1. Homeland Towers Alternate Site and Justification Report Letter (August 28, 2020)
2. “Homeland Towers, LLC-Bryant Pond Site” Report prepared by V-COMM, LLC (September 11, 2020) *Radio frequency engineering analysis (signal, coverage/service)*
3. Homeland Towers Responses to Cornerstone Engineering Comments on Alternate Site Analysis (June 11, 2021)
4. “Homeland Towers, LLC-Bryant Pond Site” Report prepared by V-COMM, LLC (May 17, 2021 – supplemental information in response to Cornerstone Assoc. comments)
5. Snyder & Snyder November 10, 2022 Responsive Filing Cover Letter (November 10, 2022)

6. "Homeland Towers, LLC-Bryant Pond Site" Report prepared by V-COMM, LLC (September 12, 2022 – supplemental information supplied in response to HDR July 2021 Completeness Memo prepared for the Planning Board).
7. Verizon Response to Comments Letter Re: Co-Location on Con Edison Tower off Secor Rd (September 14, 2022)
8. Construction Drawings prepared by APT Engineering (a NYS P.E.) dated 2022-09-27)

**Proposed New Tower Configuration**

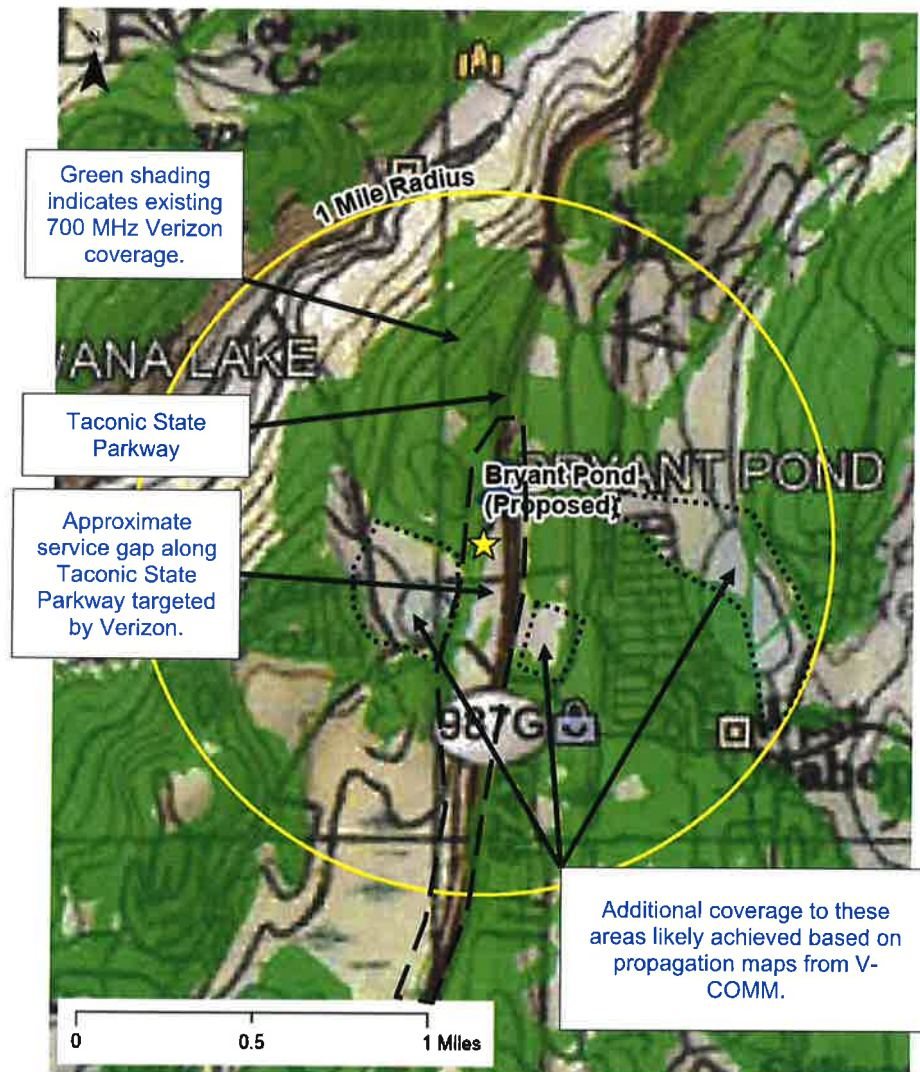
The applicants are proposing to construct a new 140-ft tall conventional monopole (note – initial application was for 150-ft tall monopole) and associated ground-based 45-ft by 75-ft (3,375 sq. ft.) fenced equipment compound at the base of the tower near the northeastern corner of the subject parcel. Although Verizon is the only carrier presently proposed to co-locate equipment at the site, the tower will be designed to accommodate an additional three wireless carrier antenna arrays (four total carriers) as well as municipal equipment should the Town desire.

Verizon's is proposing to install its antenna array with a 137-ft centerline height above ground. The array is proposed to consist of 16 panel antennas and associated equipment on a new antenna platform located near the top of the monopole structure. Associated ground-based equipment such as radio cabinets and utility hook-ups are proposed at the base of the tower within the fenced equipment compound. The below images are from the latest Drawing set prepared by the applicant.

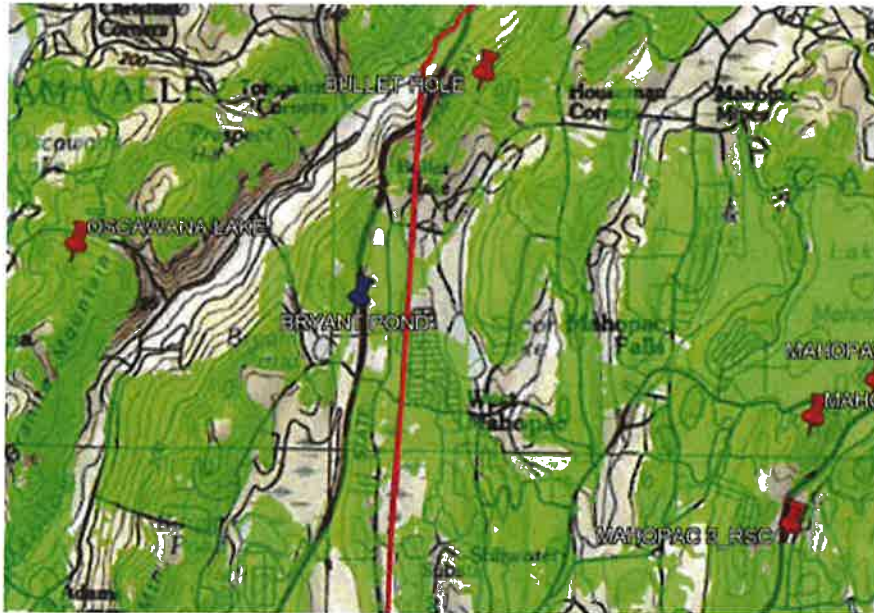


**Verizon’s Site Need Justification**

Application materials state that Verizon is seeking to increase coverage in areas specifically along portions of the Taconic State Parkway, Bryant Pond Road, and residential/commercial areas along these and nearby secondary corridors. The 2022 V-COMM report states: “Based on the need to resolve coverage issues along the Taconic State Parkway, the subject site is sought solely to address subscriber coverage needs. There is no capacity exhaust issues at these ‘on air’ sites at the current time.” Coverage plots depicting existing and proposed 700 MHz (“low band”) and 2100 MHz (“high band”) coverage were provided in the initial (2020) and subsequent V-COMM reports. The 700 MHz coverage map is reproduced below.



**Existing Verizon Coverage Plot for 700 MHz frequency ban (Map 1. V-COMM 2020) with 1-mile ring and annotations added by HDR for clarity. This map and the one below show existing service *without* modeling from the proposed site at 22 Living Springs Lane. Existing coverage area shown with dark green shading. 700 MHz can propagate further and is less attenuated by clutter compared to 2100 MHz meaning that areas not served by 700 MHz are also not served by 2100 MHz as 2100 MHz has a smaller footprint. Carriers rely on multiple frequencies to provide service.**



**Existing Verizon Coverage Plot for 700 MHz frequency band (V-COMM).**  
Zoom-out version to show existing Verizon cell sites. Blue pin is proposed site at 22 Living Springs Lane; red pins are existing "on air" Verizon sites in the area.

### 1. Homeland Towers Alternate Site Analysis

The selection of a new wireless telecommunications facility location is often initially based on identification of a gap in service (coverage) and/or a need to increase network capacity (capacity relief). The carrier (Verizon in this case) and/or a tower construction firm (Homeland) will then typically engage in a review of the local codes and begin identifying potential sites that will satisfy the carrier's needs (e.g., increasing network coverage in this case).

A letter report titled *Alternate Site and Justification Report* (Homeland Towers, dated August 28, 2020) was provided in the initial filings, which documented Homeland's site selection and outreach to property owners. A total of 16 parcels and two existing facilities within two miles of the target area were identified and considered as "potential sites". The Town's wireless code (§165-61 G(1)(b)) provides a preference that - when feasible - wireless facilities should be co-located on an existing structure. If a new tower structure is proposed – as is the case here – due diligence and justifications must be provided that confirm there are no opportunities for such co-location.

The alternate site property addresses and outcome of outreach efforts are summarized in the table below and shown on a figure that follows the table. The two existing Verizon facilities noted by Homeland in the Alternate Site report are listed below:

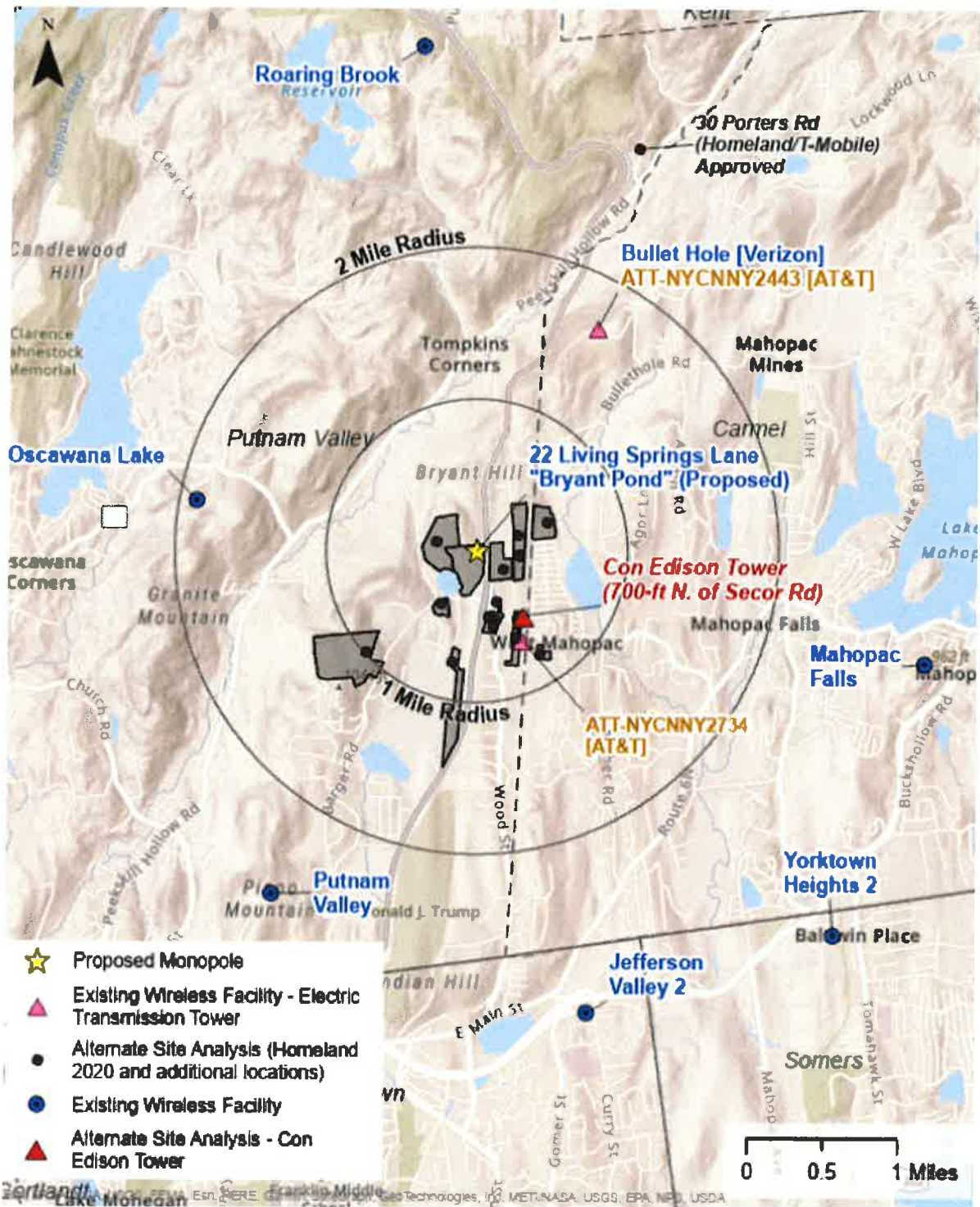
- Self-support tower at 7 Barger Road in Putnam Valley approximately 1.9 miles northwest of the proposed site. Homeland notes that Verizon is already located on this tower and the site does not provide adequate coverage to the target area.

- Consolidated Edison ("Con Ed") transmission tower off Scout Hill Road in Mahopac about 1.6 miles north of the proposed site. Homeland notes that Verizon has equipment on this tower and that the facility does not provide adequate coverage to the target area.

Homeland identified 16 properties that it deemed to meet requirements of the Town Code and with consideration of other factors including potential to achieve the coverage objective, impacts to the environment, and constructability. Homeland performed outreach to the property owners (certified mailings; follow-up phone calls) to determine interest in leasing space in 2018 and 2019. The 16 parcels and the outcome of the outreach is summarized in the following table. We understand that based on the parcel locations, new tower construction – similar to the proposed site at 22 Living Springs Lane – would be needed at any one of the alternate locations noted below. Locations are also depicted on the figure on the following page.

| #  | Address                     | Municipality         | Outcome                                                                                                                                                                        |
|----|-----------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 157 Bryant Pond Rd.         | Putnam Valley        | Owner declined after initial discussions.                                                                                                                                      |
| 2  | 225 Wood St.                | Putnam Valley        | No response received from certified mailing to property owner.                                                                                                                 |
| 3  | 160 Bryant Pond Rd.         | Putnam Valley        | No response received.                                                                                                                                                          |
| 4  | Secor Rd & Bryant Pond Rd   | Putnam Valley        | No response received.                                                                                                                                                          |
| 5  | 11-15 Lake Secor Rd         | Putnam Valley        | Owner declined after initial discussions.                                                                                                                                      |
| 6  | 151 Bryant Pond Rd.         | Putnam Valley        | No response received.                                                                                                                                                          |
| 7  | 82 Bryant Pond Rd           | Putnam Valley        | Owner declined/non-responsive.                                                                                                                                                 |
| 8  | 38 Butterfly Lane           | Putnam Valley        | Owner interested however only available land on parcel is designated wetland.                                                                                                  |
| 9  | 277 Wood St                 | Putnam Valley        | Owner interested however only available land on parcel is designated wetland.                                                                                                  |
| 10 | 278 Wood St                 | Putnam Valley        | No response received.                                                                                                                                                          |
| 11 | 300 Wood St                 | Putnam Valley        | No response received.                                                                                                                                                          |
| 12 | 295 North Rd                | Mahopac              | Owner was reportedly interested in leasing property; however, after further analysis Verizon's RF engineer determined a site further south at a higher elevation was required. |
| 13 | 7 Anna Lane                 | Mahopac              | Owners interested; however, an agreement could not be reached.                                                                                                                 |
| 14 | 10 Park Dr                  | Putnam Valley        | No response received.                                                                                                                                                          |
| 15 | 233 Barger St               | Putnam Valley        | Owner initially interested but became non-responsive over time.                                                                                                                |
| 16 | <b>22 Living Springs Ln</b> | <b>Putnam Valley</b> | <b>Subject parcel.</b>                                                                                                                                                         |

Homeland has concluded that there are no existing properties available in the Verizon target area - other than the subject property at 22 Living Springs Lane - that meet both Verizon's service needs and that are available based on property owner interest.



The above figure plots the proposed monopole location at 22 Living Springs Lane (yellow) with alternate sites reviewed and included in the Homeland alternate site analysis (black dots) as well as supplemental locations of existing on-air Verizon and AT&T facilities. Facilities co-located on transmission towers are shown with pink triangles.

The September 2020 V-COMM report submitted in the initial filing included a further explanation about the alternate site at 295 North Road (#12 on the above table). V-COMM reported that the RF analysis for this alternate found that it would provide inadequate coverage to Verizon's targeted service gap area noting in particular portions around Bryant Pond Road and Barger Street, portions of County Route 30, and portions of the Taconic State Parkway south of Bryant Pond Road. HDR notes that signal propagation maps were not provided for this location. **A supplemental analysis of this property should be provided, including low band and high band coverage maps. Assumptions on height and location on the 295 North Road property that were used by V-COMM should also be provided as part of a more detailed evaluation of this property.**

The 2020 V-COMM report also notes that alternative technologies were investigated, such as the use of microcells or small network nodes. They note that these technologies are typically used in dense urban environments or in campus-type settings and have relatively limited sight distances (up to 900-ft) under conditions without terrain or other blocking features (i.e., vegetation, structures, etc.). They conclude that these technologies are not practical to deploy to cover the service gap Verizon is proposing to fill due to the terrain elevation changes and vegetation. HDR agrees with this assessment.

#### **Cornerstone Associates Memo**

The Town's environmental planning consultant, Cornerstone Associates ("Cornerstone"), provided a comment letter dated November 3, 2020 based on its review of the (initial) October 2020 applicant filing. The Cornerstone memo provided the following comment:

*"The applicant has not indicated they have discussed with the Town Building Inspector a location and potential opportunity for co-location on Secor Road. Please advise."*

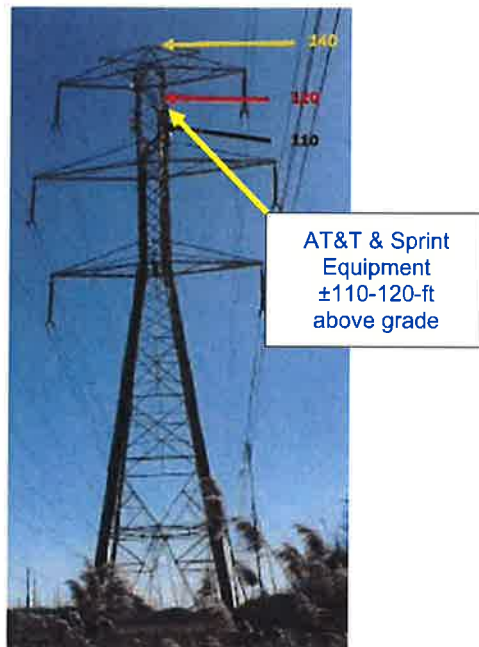
The comment is in reference to a Con Edison high-voltage electrical transmission tower upon which AT&T currently has antenna equipment. The transmission tower is approximately 3,500-ft southeast of the proposed site and is approximately 160-ft south of Secor Road. HDR notes that AT&T received a building permit in 2018 to upgrade its facility and extend the height of the antennas by installation of a new "drop pole" through the center of the transmission tower. Such structure was also proposed by AT&T to allow for additional (12) antennas which reflects the trends at cell sites that are upgraded over time, changes in equipment needs, and demonstrates limitations of older generation facilities that worked by (simply) attaching 3-6 antennas to the sides of the Con Edison transmission towers. It is HDR's understanding that the AT&T building permit has been extended several times and that construction has not been initiated due to scheduled outages that need to be carefully coordinated with Con Edison to allow this work to occur.

#### **2. Co-Location Potential on Con Edison Transmission Tower (July 2021 Supplemental Filing)**

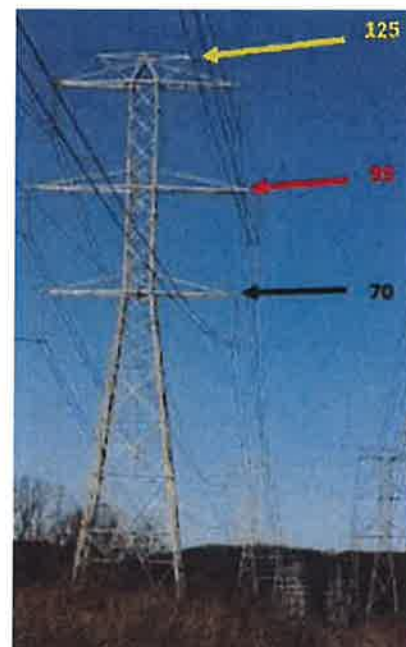
Homeland/Verizon submitted a supplemental filing dated July 1, 2021 with responses to comments related to using the Con Edison transmission towers instead of building a new tower site at 22 Living Springs Lane. HDR visited the Con Edison high-voltage electrical transmission corridor just

west of and oriented approximately parallel to the town line that intersects Secor Road. AT&T is presently located on one of the  $\pm 140$ -ft tall Con Edison towers located south of Secor Road, as noted above. HDR also reviewed information – including coverage plots – from the 2018 AT&T building permit application.

In its response to Town comments, Homeland describes a Con Edison tower located approximately 700-ft north of Secor Road (the next transmission tower in Con Edison's ROW located north of the Secor Road AT&T facility). They note that this  $\pm 125$ -ft tall transmission tower would not provide adequate Verizon coverage to the target area, citing the location of the transmission tower and the antenna mount height being inadequate. HDR notes that the antennas would need to be mounted below the upper arms of the transmission tower at approximately 100-105-ft above grade, which would be less than the total height of the transmission tower. Exhibits A and B from Homeland's June 11, 2021 response letter included in the July 2021 filing are reproduced below.



“Exhibit A” –  $\pm 140$ -ft tall tower south of Secor Road w/other carrier equipment indicated. HDR has added annotation for clarity.



“Exhibit B” –  $\pm 125$ -ft tall tower 700-ft north of Secor Road.

Homeland also offered numerous reasons against co-location on electrical transmission towers including that transmission towers were not designed to accommodate the amount of equipment utilized by modern cellular networks. In short, panel antennas and other tower mounted equipment can add 3,000 to 4,000 pounds and 20,000 to 30,000 square inches of wind load area per carrier to a tower, which electrical transmission towers are not typically designed to carry. Homeland also notes that more frequent maintenance visits and upgrades are required to maintain modern equipment and that access to high-voltage power transmission towers requires specially trained technicians and coordination with the owner of the transmission lines. Though towers can be





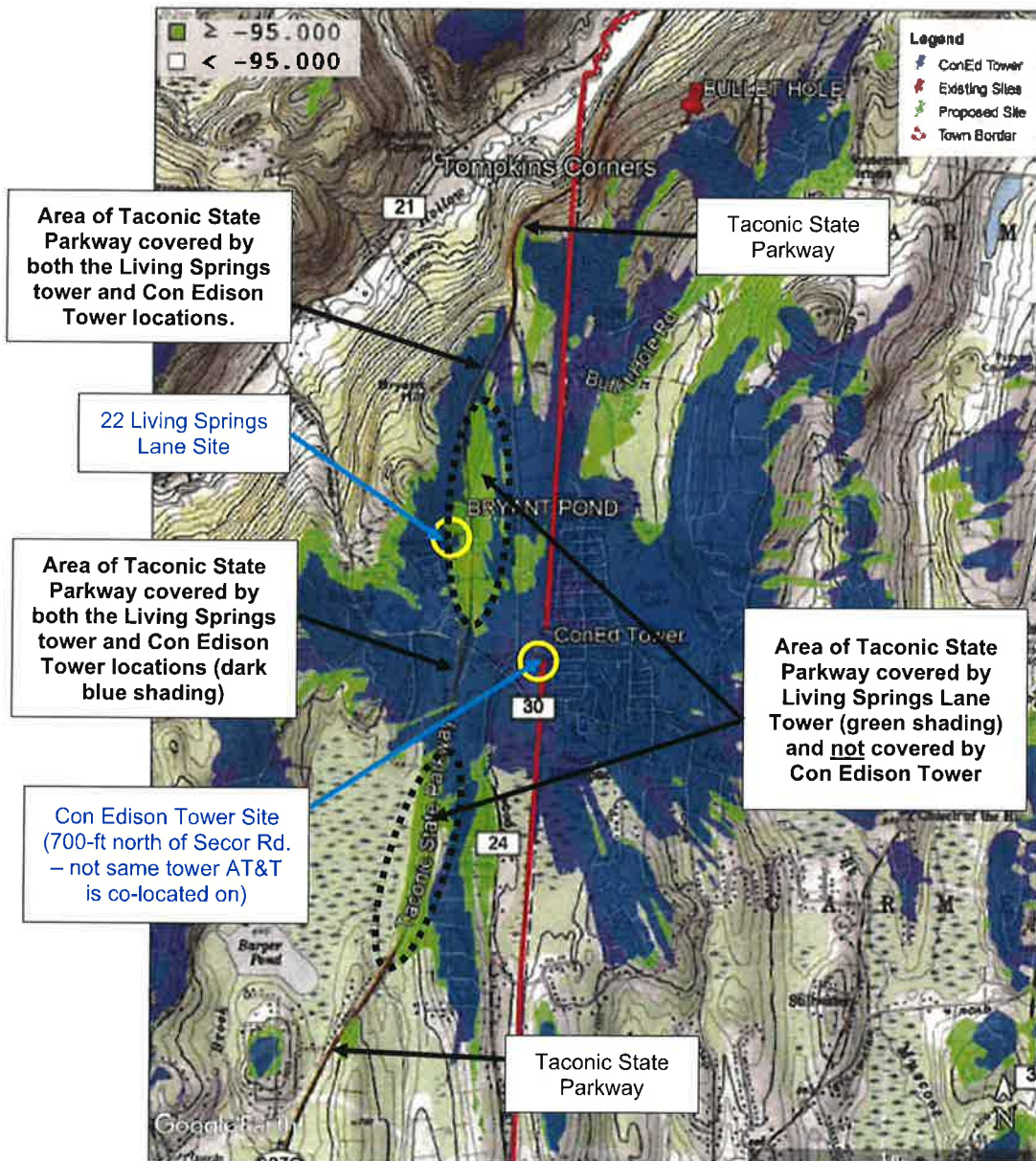
modified to support the additional load, Homeland notes that modifications can take years to implement due to utility regulations, and these lead times to complete upgrades make co-location on these towers impractical. HDR notes that equipment models, configurations, and networking requirements vary by carrier and the values presented above are provided by Homeland.

The July 2021 submittal also included a supplemental V-COMM report dated May 17, 2021. The report was largely similar to the version submitted in October 2020; however, new signal propagation maps depicting the 700 MHz coverage for the Con Edison tower located 700-ft north of Secor Road and the “overlap” in modeled Verizon service from both this Con Edison tower and the proposed tower at 22 Living Springs Lane. V-COMM notes that the Con Edison tower would not cover areas of the Taconic State Parkway and parts of County Route 24 (that are covered by the proposed monopole site at 22 Living Springs Lane). The image is reproduced below with annotations added by HDR for clarity.

#### **July 2021 Application Filing Review**

Upon review of the application filings submitted to the Town Planning Board in July 2021, HDR and other Town consultants provided comments and requests for supplemental information. HDR conducted a completeness review of material submitted by the applicant that included the October 2020 and July 2021 filings. HDR’s Completeness Memo, dated July 16, 2021, looks at all aspects of the application; however, only the parts pertinent to the site selection process are discussed in this Concept Plan memo.

HDR also requested further explanation of the use/availability to co-locate on a Con Edison transmission tower near Secor Road. This included a request for documentation of correspondence with Con Edison to document access and maintenance related issues.



The above image depicts 700 MHz coverage patterns for the proposed site at 22 Living Springs Lane (green shading) as well as the alternative site on the Con Edison tower off Secor Road (darker blue / purple shading; overlain on top of the green). HDR has added annotation to provide additional context of the coverage along the Taconic State Parkway (Verizon’s stated targeted service gap) afforded by the two potential facility locations as based on the signal propagation modeling provided by V-COMM.

**November 2022 Supplemental Filing**

The applicant submitted a filing dated November 10, 2022 that responded to the aforementioned comments and supplemental information requests from HDR and other Town consultants.

A letter from Verizon dated September 14, 2022 responded to the supplemental information requested on the potential to co-locate on a Con Edison tower. Verizon noted that Con Edison generally limits the number of antennas and tower mounted radio units because the towers have

not been designed to accommodate the weight and wind loading of equipment used in modern wireless facilities utilize. Configuring its equipment to work with these limitations would limit the number of antennas used and reduce the quality of service provided. It further notes that these towers have limitations on what types of antenna mounts can be used, which impacts the flexibility in antenna orientations. Issues associated with access to Con Edison properties/ROWs is also reiterated. **HDR notes that the requested written correspondence documenting the applicant’s direct outreach to Con Edison on behalf of this current application was not included in the response. Outreach to Con Edison is requested for the file, and to confirm the feasibility for Verizon to utilize a nearby existing transmission tower or co-locate in its ROW. HDR can help coordinate such outreach by the applicant representatives and also confirm project-specific information received from Con Edison.**

**We also note the above-described AT&T approval for a “drop pole” at the existing Con Edison transmission tower located south of Secor Road (which has NOT yet been constructed based on scheduling issues with Con Edison). HDR requests additional testimony from Verizon (and from Con Edison) as to why a similar drop pole configuration (with appropriate height extension for the Verizon array) can or cannot be entertained at one of the nearby transmission towers. It is suggested that outreach to Con Edison can also provide a status update on the AT&T Secor Road transmission tower “drop pole” construction, for the Town’s benefit. HDR understands that the different licensed commercial carriers (Verizon, AT&T, T-Mobile) have different approaches to network build-outs and site acquisitions, and possibly different relationships with Con Edison.**

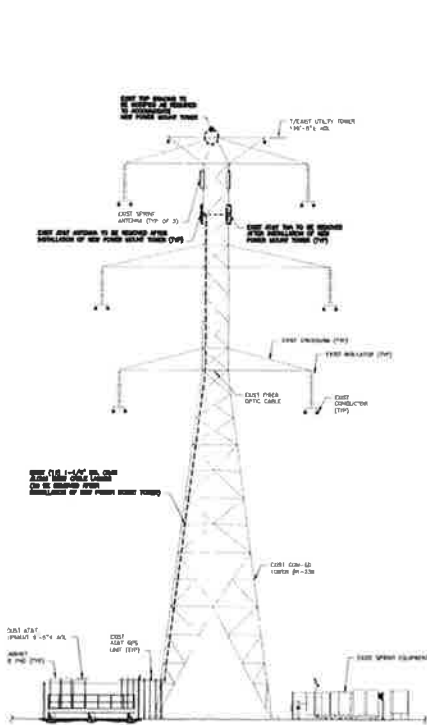
### **3. AT&T Facility at Con Edison Tower south of Secor Road**

HDR obtained a copy of the 2018 AT&T building permit application from the Town for the “drop pole” design at the Con Edison transmission tower located south of Secor Road as described earlier in this memo. The building permit was approved by the Town as an upgrade to an existing cell site; however, construction has not been initiated. It is HDR’s understanding that the construction has not commenced yet<sup>1</sup> because installation of the new monopole will need to be conducted during a scheduled Con Edison outage. HDR notes that AT&T’s approved height extension does not leave significant room between the top of the transmission tower ( $\pm 140$ -ft) and the top of the AT&T drop pole (153.5-ft) for a potential co-locator to install equipment here. However, since one carrier (AT&T) has moved forward with this type of design, a similar approach may be feasible for Verizon/Homeland at another nearby transmission tower. [see above **bold text** comment pertaining to Con Edison outreach.]

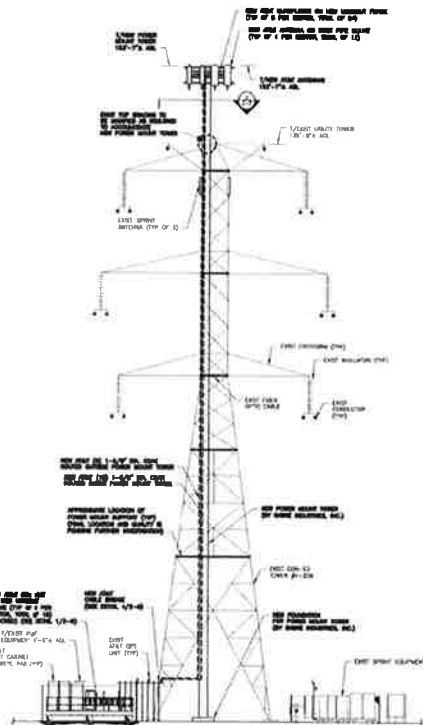
AT&T currently has 3 antennas located on this Con Edison transmission tower. In 2018 AT&T was issued a building permit to modify its existing facility by installing a monopole structure through the interior of the transmission tower’s lattice work. This would allow AT&T to put a modern antenna platform at the top of the new “drop pole” and increase the number of antennas from 3 (current) to 12 (proposed) - as well as increase its antenna centerline height above the top of the transmission tower.

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<sup>1</sup> HDR obtained information from Town records on the AT&T application and performed a dashboard survey on February 7, 2023. It was observed that the AT&T antennas remain on the structure of the Con Edison electrical transmission tower.



Current AT&T configuration. Black & Veatch. 7-27-2018.



Proposed AT&T configuration with "drop pole". Note new antenna array at top of image. Black & Veatch. 7-27-2018.

#### 4. Findings

The applicants (Homeland Towers and Verizon) have an application before the Town Board for Concept Plan review. HDR prepared this memo to provide background information and explore the feasibility of alternate locations, including ones that meet the code preference for using existing structures rather than new towers.

- Verizon is seeking construct a new wireless facility to fill in a gap in coverage along portions of the Taconic State Parkway in the vicinity of Bryant Pond. Verizon is not seeking capacity relief in this area.
- The applicant has provided documentation of their site selection process and the evaluation of alternative sites. Per the applicant, no viable existing facility or structure exists in the target area and only one of the 16 alternate sites identified (i.e., the proposed site at 22 Living Springs Lane) would fill the stated gap in service while also have a landlord willing to accommodate the facility.

- With regard to co-location on a Con Edison transmission tower:
  - HDR and other Town consultants recommended further exploration of the ability to co-locate on a Con Edison high-voltage transmission tower in the ROW east of the proposed site (Secor Road area). It is noted that AT&T has equipment on one such tower located south of Secor Road approximately 0.66 miles southeast of the site.
    - In 2018 AT&T received a building permit to construct a height extension through the installation of a “drop pole” down the center of the transmission tower lattice. It is HDR’s understanding that AT&T has filed for and received numerous extensions to the building permit to allow for ongoing access and scheduling coordination with Con Edison.
  - Co-locating Verizon antennas on the side of the/ ±125-ft tall tower located 700-ft north of Secor Road does not have the required elevation to provide the coverage to the targeted service gap areas on the Taconic Parkway based on information provided by the applicant.
  - The applicant stated that there are numerous challenges related to co-location on an electrical transmission tower (in general) including the need to coordinate with the utility company, reliance on the utility company for road maintenance and routine service visits, engineering limitations of the towers themselves (i.e., weight of antennas and associated wind loading the towers is not designed for), and limitations on the number of antennas that can be installed, which impacts the wireless carrier’s ability to operate a facility.
  - HDR notes that Homeland was a co-applicant with T-Mobile for new tower construction at 30 Porters Road, which included re-locating equipment from an existing Con Edison transmission tower *onto* a new monopole. That application’s documentation included similar attestations about challenges for carriers co-locating on transmission towers.
- As wireless technologies and services evolve there has been a trend in the wireless industry for “macro” sites (towers) to utilize more antennas to deliver service than used to be needed (e.g., to provide the bandwidth required for data services). As an example, the approved AT&T upgrade of its facility on the Con Edison tower south of Secor Road proposes an increase from 3 antennas to 12 antennas plus other equipment. Verizon is proposing to install 16 antennas plus 4 radio units in the 22 Living Springs Lane application.

## 5. Recommendations

- **295 North Road (alternate): A supplemental analysis and further documentation to substantiate the applicant’s conclusion that the alternate site at 295 North Road provides insufficient coverage to the targeted service gap should be provided,**



**including coverage plots. The response should include the antenna centerline height analyzed and whether alternate heights would provide the required coverage.**

- Recommendations noted earlier in this memo to complete due / diligence with Con Edison include:
  - **Direct outreach to Con Edison is requested for the file, and to confirm the feasibility for Verizon to utilize a nearby existing Con Edison tower or co-locate in its ROW. HDR can help coordinate and confirm such outreach with the applicant representatives regarding project-specific follow-up information received from Con Edison.**
  - **HDR requests additional testimony from Verizon/Homeland (and from Con Edison) as to why a similar drop pole configuration as the approved AT&T design (with appropriate height extension for the Verizon array) can or cannot be entertained at one of the nearby transmission towers. Such installation method may also allow Verizon to achieve the required height to provide coverage to the stated coverage gap.**
  - **It is suggested that outreach to Con Edison can also provide a status update on the AT&T Secor Road transmission tower “drop pole” construction.**
- The applicant should reaffirm and provide documentation on whether any other carriers have expressed interest in co-location on the proposed new tower, including AT&T.

HDR looks forward to discussing the Concept Plan application with the Town Board. We are also continuing technical reviews of the Homeland application and environmental conditions on the 22 Living Springs Lane site on behalf of the Planning Board.

Please feel free to contact us should you have any questions on this memorandum.

Sincerely,


Henningson, Durham & Richardson  
Architecture and Engineering, P.C.  
in association with HDR Engineering Inc.

Colin Mills  
Project Scientist

Michael P. Musso, P.E.  
Senior Project Manager

10a

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk  
**Date:** 2/3/2023   
**Re:** District Grass Cutting Bid Request for 2023

---

I formally request the Town Board's authorization to go out to bid for grass cutting on District properties, for the 2023 season.

10b

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk (KK)

**Date:** 2/3/2023

**Re:** Wetlands Fee Waiver

---


I formally request the Town Board authorize the Building Department to waive the Wetlands permit fee for the sand reclamation at Park Beach in Roaring Brook Lake. Children's Beach, 20 Lake Shore Road, Roaring Brook Lake, Tax Map 41.6-2-13.



10c

**TOWN OF PUTNAM VALLEY**

**To:** Town Board Members

**From:** Karen Kroboth – District Clerk 

**Date:** 2/6/2023

**Re:** 2023 Wildwood Knolls Facilities Warrant

---


I formally request that the Town Board adopt the Wildwood Knolls Facilities Warrant for the year 2023.

Facility users – 19 families @ \$200 each

Total: \$3,800

pd

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 2/8/2023  
**Re:** GEI 2023 Proposal for RBL Lake Management Services

---

I formally request the Town Board to authorize the Supervisor to accept GEI's proposal for 2023 Lake Management Services for Roaring Brook Lake. The proposal includes the monitoring of water quality, the installation and monitoring of Eutrosorb bags, attendance of 2 public meetings and the preparation of a summary action plan.

The cost of the services is not to exceed \$25,000 and will be paid for by the District. The proposal is attached.



Consulting February 7, 2023  
Engineers and Proposal 610027  
Scientists

**Via email:** [jannabi@putnamvalley.gov](mailto:jannabi@putnamvalley.gov)  
**Via phone:** 845-526-2121

Jacqueline Annabi  
Town of Putnam Valley  
265 Oscawana Lake Road,  
Putnam Valley, New York 10579

Dear Supervisor Annabi:

**Re: Proposal for 2023 Lake Management Services  
Roaring Brook Lake  
Putnam Valley, New York**

GEI Consultants, Inc., P.C. (GEI) is pleased to submit this proposal presenting the scope of work and fees associated with implementing lake management practices in 2023 for Town of Putnam Valley (TOPV), Putnam County, New York for Roaring Brook Lake.

### **Scope of Work & Fee Estimates**

The scope of work and estimated fees are for performing lake management services for the 2023 field season. GEI proposes to monitor water quality, install and monitor Eutrosorb™ bags in Roaring Brook Lake, attend two public meetings, and provide a summary letter/action plan.

To reduce the spread of invasive species, GEI requests that the TOPV provide a boat for water quality sampling. If a boat is not available, GEI can provide a vessel for use which is subject to a \$150 equipment fee per visit.

### **Task 1. Project Management**

Project management is a necessary part of the proposed project and includes general project management and client coordination such as phone calls, emails, and research on equipment and materials.

**Task Estimate:** \$381

### **Task 2. Water Quality Monitoring and Analysis**

Monthly from May to October, GEI staff will collect water quality data at the deepest location in the lake. Staff will take water clarity measurements using a Secchi disk, temperature and oxygen profiles, nutrient samples, and algae cell counts. Nutrient samples will be taken at the surface, middle, and bottom of the water column and analyzed for total phosphorus (TP), total nitrogen, ammonia, and iron (ammonia and iron will be taken at the surface and bottom). Algae samples will be taken using a 3-meter integrated tube sampler and analyzed under a microscope for

dominant cyanobacteria genera. See the table below for a breakdown of the sampling regime for 2023.

| Parameter                   | April                      | May                        | June                       | July                       | August                     | September                  | October                    |
|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| TP                          | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom |
| TN                          | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom | Surface, Middle and Bottom |
| NH3                         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         |
| Fe                          | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         | Surface and Bottom         |
| Algae                       | 3-m Integrated Sample      | 3-m Integrated Sample      | 3-m Integrated Sample      | 3-m Integrated Sample      | 3-m Integrated Sample      | 3-m Integrated Sample      | 3-m Integrated Sample      |
| Water Clarity               | Surface                    | Surface                    | Surface                    | Surface                    | Surface                    | Surface                    | Surface                    |
| Temperature/Oxygen Profiles | Whole Water Column         | Whole Water Column         | Whole Water Column         | Whole Water Column         | Whole Water Column         | Whole Water Column         | Whole Water Column         |

**Task Estimate:** \$10,213

### **Task 3. Eutrosorb™ Trial**

GEI staff will install and monitor 18 filter media bags (trade name Eutrosorb™) in one inlet of Roaring Brook Lake, Roaring Brook. GEI will test above and below the filter bag locations in the stream before installation and at 1-, 3-, 6-, and 9-months post installation of the Eutrosorb filter bags. Testing will include TP and soluble reactive phosphorus (SRP) for the surface water samples and testing of the media itself for phosphorus in triplicate. Testing of the media allows for an estimation of Phosphorus removal totals from the bags themselves throughout the 9-month sampling period. GEI will coordinate disposal of materials post treatment. This task also includes data analysis labor for the eutrosorb trial. See the table below for a breakdown of the sampling regime:

| Sampling Intervals | Number of TP samples -- sediment | SRP samples above and below | TP samples above and below |
|--------------------|----------------------------------|-----------------------------|----------------------------|
| Pre installation   | 6                                | 4                           | 4                          |
| 1 month post       | 6                                | 4                           | 4                          |
| 3-month post       | 6                                | 4                           | 4                          |
| 6-month post       | 6                                | 4                           | 4                          |
| 9-month post       | 6                                | 4                           | 4                          |
| <b>Total</b>       | <b>30</b>                        | <b>20</b>                   | <b>20</b>                  |

**Task Estimate:** \$9,046

**Task 4. Roaring Brook Lake Property Owner's Association Summer Meetings**

One GEI staff member will attend public meetings of the Roaring Brook Lake Property Owner's Association (RBLPOA) at Children's Beach. GEI staff will update the association on the water quality and general lake management activities and take questions from the community.

**Task Estimate:** \$775

**Task 5. Summary Letter and Action Plan**

At the end of the field season, GEI will compile all collected field data and submit a summary letter detailing 2023 monitoring activities. The letter will include relevant figures, graphs, and tables to describe 2023 lake conditions along with an action plan for 2024 lake management activities. GEI anticipates this document will be available to the TOPV in electronic format before or by February 2024.

**Task Estimate:** \$3,643

**Task 6. Public Presentation**

One GEI staff member will attend and present a 2023 summary PowerPoint, detailing all 2023 sampling activities to the TOPV. Price assumes an in-person meeting at the TOPV town hall.

**Task Estimate:** \$862

The table below breaks down the cost of services. GEI expenses include travel, nutrient testing costs, equipment rentals and Eutrosorb™ bag purchase.

| <b>Task</b> | <b>Activity</b>                          | <b>GEI Fee</b>  | <b>GEI Expenses</b> | <b>Total Cost</b> |
|-------------|------------------------------------------|-----------------|---------------------|-------------------|
| 1           | <b>Project Management and Consulting</b> | \$381           | \$0                 | \$381             |
| 2           | <b>Water Quality Sampling</b>            | \$5,360         | \$4,853             | \$10,213          |
| 3           | <b>Eutrosorb Trial</b>                   | \$4,849         | \$4,197             | \$9,046           |
| 4           | <b>Summer Public Meetings</b>            | \$763           | \$12                | \$775             |
| 5           | <b>Summary Memo and Action Plan</b>      | \$3,643         | \$0                 | \$3,643           |
| 6           | <b>Public Presentation</b>               | \$862           | \$0                 | \$862             |
|             | <b>Total</b>                             | <b>\$15,858</b> | <b>\$9,062</b>      | <b>\$24,920</b>   |

This proposal does not cover unanticipated work stoppages or delays due to required local, state, or federal permits, meetings, or new tasks. All subsequent requested tasks will be subject to pre-approval and separate proposals or billed on an approved Time and Material basis for each new task.

GEI's fees include the cost of professional services, routine copying, mailing, facsimiles, project administration, and equipment currently owned by GEI that will be needed for your project. Materials and site-specific equipment purchases will be billed as a direct expense and travel to and from the project site will be billed at the current federal rate as a direct expense (included in the price quote above).

Costs are approximated based on preliminary material and equipment prices and could be reduced or increased based on sourcing appropriate materials and availability of materials.

**Project Team**

GEI has formed a team of specialized ecologists with the commitment and availability to meet the project goals and schedule. GEI commits to do what it takes to perform these tasks with all resources needed and a focus to stay on time and budget. Our team members will be fully knowledgeable about the site, processes surrounding environmental matters, health and safety, and will have the technical knowledge to quickly and efficiently engage in task assignments.

Alejandro Reyes, Certified Lake Manager (CLM) and Aquatic Ecologist, will lead the technical components of this project and will serve as the Project Manager. He will be assisted by Luke Gervase, CLM, Project Ecologist and Invasive Species Specialist, and Chelsea Cannon, Project Ecologist. Damon Oscarson, Senior Ecologist, will provide additional project oversight, with QA/QC support from Laura Schwanof, Ecological Practice Leader and Licensed Landscape Architect. Craig Wolf, Limnologist and Aquatic Ecologist from Denver, Colorado will provide oversight for the Eutrosorb Trial. Tom Johansen will serve as the Health and Safety Officer for any field applications.

If you agree with the terms of this letter proposal, please sign the attached Standard Professional Services Agreement. We will schedule the work immediately upon receipt of your authorization.

We hope that this proposal meets your lake management needs and objectives. Please let us know as soon as possible if there is anything you would like to modify or discuss further. If you have any questions, please do not hesitate to call and/or email the contacts listed below.

Thank you for considering GEI to assist you with your lake management needs.

Sincerely,  
GEI CONSULTANTS, INC., P.C.



Alejandro Reyes, CLM  
Project Manager  
Aquatic Ecologist  
E: [areyes@geiconsultants.com](mailto:areyes@geiconsultants.com)  
P: 845-661-0824



Luke Gervase, CLM  
Project Ecologist  
Invasive Species Specialist  
E: [lgervase@geiconsultants.com](mailto:lgervase@geiconsultants.com)  
P: 516-521-3774

AR/LG:ag

Attachments

c: L. Schwanof, M. Billerman, D Oscarson GEI

I:\Tech\Ecoloy\Projects\Town of Putnam Valley -- Roaring Brook Lake\Roaring Brook Lake\2023 Services\GEI\_Proposal Roaring Brook Lake 2023.02.07.docx

*Note: Given the difficulties created by the ongoing COVID-19 crisis, the performance of the services included in this Proposal, as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources, as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers. GEI will immediately notify the Client in the event it becomes aware that services will be interrupted or otherwise delayed as discussed herein.*



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc., P.C.

1000 New York Avenue, Suite B, Huntington Station, New York 11746

Town of Putnam Valley

265 Oscawana Lake Road, Putnam Valley, New York 10579

and

By this Agreement, the parties do mutually agree as follows:

### 2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

### 3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

### 4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

### 5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

### 6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

### 7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

### 8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

### 9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

### 10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.





## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

### 12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

### 13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

|             |                                                                            |
|-------------|----------------------------------------------------------------------------|
| For CLIENT: | Jacqueline Annabi                                                          |
|             | _____<br>Town of Putnam Valley                                             |
|             | _____<br>265 Oscawana Lake Road, Putnam Valley, New York 10579             |
| For GEI:    | Alejandro Reyes, CLM                                                       |
|             | _____<br>1000 New York Avenue, Suite B, Huntington Station, New York 11746 |

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of New York.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

### 14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

### 15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- ~~Exhibit G, Special Provisions for Opinions of Probable Construction Costs~~
- ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**16. ACCEPTANCE**

The parties hereto have executed this Agreement as of the dates shown below.

**For CLIENT:**


**For GEI:**

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

By:  \_\_\_\_\_  
 (Signature)

Alejandro Reyes, CLM  
 (Print Name)

Project Manager/ Aquatic Ecologist  
 (Title)

February 7, 2023  
 (Date)

\*\*\*\*\*

**EXHIBIT A**

**Scope of Services and Schedule**

See Attached Letter Proposal Dated February 7, 2023.

**EXHIBIT B**

**Payment Terms**

See Attached Letter Proposal Dated February 7, 2023, including GEI's 2023 Fee Schedule and Payment Terms.

**EXHIBIT C**

**Insurance**

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
  - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
  - 2. Including explosion, underground drilling excavation, and collapse hazards.
  - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
  - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
  - 1. \$1,000,000 per claim and in aggregate.

**EXHIBIT D**

**Special Provisions for Field Services**

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in Exhibit B.
- B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against

## STANDARD PROFESSIONAL SERVICES AGREEMENT

all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

### EXHIBIT E

#### ~~Special Provisions for Services of Licensed Site/Environmental Professionals~~

~~For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:~~

- ~~A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

### EXHIBIT F

#### ~~Special Provisions for Engineering Design Services~~

~~A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:~~

- ~~1. Assumes all responsibility for interpretation of the construction Contract Documents.~~
- ~~2. Assumes all responsibility for construction observation and review.~~
- ~~3. Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

~~B. Use of Documents.~~

- ~~1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
- ~~2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~

## STANDARD PROFESSIONAL SERVICES AGREEMENT

3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

### EXHIBIT G

#### Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

### EXHIBIT H

#### Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

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To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: February refunds 2023

|                                                                        |                                                    |
|------------------------------------------------------------------------|----------------------------------------------------|
| Neury Fernandez<br>78 Tanglewylde Road<br>Lake Peekskill, NY 10537     | \$253.00<br>PVCC<br>February refund took child out |
| Matt Paradis<br>6 Anton Place<br>Lake Peekskill, NY 10537              | \$550.00<br>LPCC<br>Deposit refund                 |
| Lucrecia Gonzalves<br>107 Kramers Pond Road<br>Putnam Valley, NY 10579 | \$500.00<br>LPCC<br>Deposit refund                 |

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**Town of Putnam Valley**

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**TO:** Town Board  
**FROM:** Maria Angelico  
**SUBJECT:** Budget Transfers and Amendments  
**DATE:** February 15, 2023

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Hereby request your approval of the attached Budget Transfers and Amendments for Year-To-Date December 31, 2022.

A handwritten signature in black ink, appearing to be 'M. Angelico', with a horizontal line underneath.



# TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

|                                                   |                        |                           |                          |
|---------------------------------------------------|------------------------|---------------------------|--------------------------|
| Year: 2022                                        | Period: 12             | Trans Type: B1 - Transfer | Status: Posted           |
| Trans No: 116390                                  | Trans Date: 12/30/2022 | User Ref: MANGELICO       |                          |
| Requested:                                        | Approved:              | Created by: MANGELICO     | 02/14/2023               |
| Description: BUDGET TRANSFERS - YTD DECEMBER 2022 |                        |                           | Account # Order: Yes     |
|                                                   |                        |                           | Print Parent Account: No |

| Account No.          | Account Description              | Amount    |
|----------------------|----------------------------------|-----------|
| A.1620.430           | BUILDINGS.POWER & LIGHT          | 22.50     |
| A.1620.478           | BUILDINGS.CLEANING & MISC        | 63.41     |
| A.1660.410           | CENTRAL SERVICE.PRINTING & ADV   | 285.51    |
| A.1980.420           | PAYMENT OF MTA PAYROLL TAX       | -404.85   |
| A.1990.400           | CONTINGENT ACCOUNT               | -285.51   |
| A.1990.400           | CONTINGENT ACCOUNT               | -85.91    |
| A.1990.400           | CONTINGENT ACCOUNT               | -99.32    |
| A.2989.400           | CHILDCARE GRANT - CONTRACTUAL    | 99.32     |
| A.5182.400           | STREET LIGHTING.CONTRACTUAL      | 404.85    |
| A.7020.400           | RECREATION.CONTRACTUAL           | 98.41     |
| A.7020.410           | LIFEGUARD TRAINING.EXPENSES      | -98.41    |
| A.7022.400           | CAMP.SUPPLIES                    | 103.47    |
| A.7110.400           | PARKS.CONTRACTUAL                | 1,644.00  |
| A.7110.420           | SPORTS.CONTRACTUAL               | -103.47   |
| A.7110.420           | SPORTS.CONTRACTUAL               | -1,644.00 |
| A.8160.420           | TOWN SERVICE - BULK PICK UP      | 625.00    |
| A.9010.800           | STATE RETIREMENT                 | -625.00   |
| DA.5130.400          | MACHINERY.CONTRACTUAL            | 221.51    |
| DA.9030.800          | SOCIAL SECURITY                  | -221.51   |
| SM01.1630.472        | POWER AND LIGHT                  | 1,344.79  |
| SM01.1640.425        | GARAGE.FUEL OIL                  | -1,344.79 |
| SM01.7180.471        | BEACHES AND LAKE.MAINT & REPAIRS | -400.00   |
| SM01.7180.472        | BEACHES AND LAKE.CONSERVATION    | 400.00    |
| SM04.1630.472        | POWER AND LIGHT                  | 16.38     |
| SM04.7110.120        | RECREATION.LIFEGUARDS            | -16.38    |
| SM05.1630.400        | ADMIN & CLERICAL.EXPENSE         | 106.08    |
| SM05.7180.200        | BEACH.EQUIPMENT                  | -106.08   |
| <b>Total Amount:</b> |                                  | 0.00      |

# TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

Year: 2022 Period: 12 Trans Type: B1 - Transfer Status: Posted  
 Trans No: 116391 Trans Date: 12/30/2022 User Ref: MANGELICO  
 Requested: Approved: Created by: MANGELICO 02/14/2023  
 Description: BUDGET TRANSFERS - FINAL DECEMBER 2022 Account # Order: Yes  
 Print Parent Account: No

| Account No.          | Account Description                  | Amount      |
|----------------------|--------------------------------------|-------------|
| A.1010.400           | TOWN BOARD.PLANNING/LEGAL CONSULTING | 346.35      |
| A.1420.400           | LAW.SPECIAL LEGAL COUNSEL            | 7,153.54    |
| A.1990.400           | CONTINGENT ACCOUNT                   | -346.35     |
| A.9060.800           | HOSPITAL & MEDICAL INSURANCE         | -7,153.54   |
| <b>Total Amount:</b> |                                      | <u>0.00</u> |