



# TOWN OF PUTNAM VALLEY

## Town Board Meeting

August 16<sup>th</sup>, 2023

Town Hall

6 PM

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### AGENDA

#### Meeting called to Order

#### Pledge of Allegiance

1. Departmental Reports
2. Public Hearing: Regulations for Short-Term Rentals
3. Supervisor's Comments
4. Legislative Reports
5. Approval of Minutes
6. Districts: Amend Resolution #R22-126
7. Highway:
  - a. Approve Refund Road Opening Permit # 2023-05
  - b. Approve Refund Road Opening Permit # 2023-16
  - c. Approve Additional Personnel
8. Justice Court: Approve Translation Services Agreements
9. Parks & Recreation:
  - a. Approve Additions to Personnel
  - b. Approve August 2023 Refunds
10. Authorize 18 Colemans Landing Conveyance
11. Public Comment - Three Minute Time Limit Per Person
12. Audit of Monthly Bills

#### Adjournment

Next Town Board Meeting: Work Session, Wednesday September 13<sup>th</sup>, 2023, 5 PM

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August 15, 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 from July 12, and July 19, 2023

Thank-you,

Sherry Howard

Town Clerk

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

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

**Date:** 8/7/2023

**Re:** Amend Resolution #22-126

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I formally request the Town Board amend resolution #22-126 as the scope of work changed in regards to the meter installation at the sewer station. The condition of the pipes at the sewer station prevented the meters from working properly. Therefore, CEMCO had to change the location and number of meters necessary to gauge the volume of sewage that runs through the current system. As a result, the cost decreased from \$10,485.20 to \$5,242.60. The District will cover the cost.

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

7a

David Conklin  
General Foreman

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

Margaret Bradley  
Senior Clerk Typist

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

Alexis Acevedo  
Part-time Clerk

## Town of Putnam Valley Highway Department

August 9, 2023

### MEMORANDUM

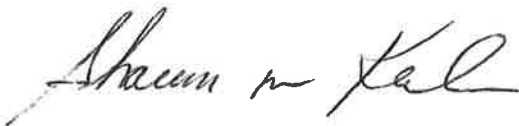
TO: Jacquie Annabi  
Members of the Town Board

FROM: Shawn Keeler

RE: Road opening permit #2023-05

I have determined that Millpond Road and side roads have been restored to my satisfaction. Please refund the \$800.00 deposit to the attention of Douglas Green who represents Verizon, at 35 4th Avenue, 3rd floor, Bay Shore NY 11706.

Sincerely,



Shawn Keeler

OK

ID# 15100-2023

SHAWN M. KEELER, HIGHWAY SUPERINTENDENT  
TOWN OF PUTNAM VALLEY  
HIGHWAY DEPARTMENT  
265 OSCAWANA LAKE RD  
PUTNAM VALLEY, NY 10579  
845 526-3333 phone  
845 526-4729 fax

800 962 7962

ROAD OPENING PERMIT  
APPLICATION NO. 2023-05

NAME Douglas Greene  
Present  
Address 35 4th Avenue, 3rd Floor

TOWN Bay Shore STATE NY ZIP 11706

TELEPHONE NO. 631-206-7510

Application is made to dig up/and or cross over an existing town road for the purpose of laying pipe, drainage, wires, cables, water lines, etc.

On Town  
Road MILL POND RD & SIDE ROADS X ST MILL STREET T.M.# 15100

Date 1/30/2023 Douglas Greene For Verizon  
Applicant signature

Date work is to begin ASAP Date work is to be completed TWO WEEKS

A bond in the amount of \$900.00 is required to insure restoration. Upon satisfactory restoration of the Town Road, \$100.00 will be kept as an application fee, and \$800.00 will be refunded. Make checks payable to the Town of Putnam Valley.

.....  
ROAD OPENING PERMIT PERMIT NO. 2023-05

DATE: 02/01/23 Shawn - Keeler  
Highway Superintendent

.....  
FINAL APPROVAL  
DATE: 8/8/23 Shawn M Keeler  
Highway Superintendent

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.COM

David Conklin  
General Foreman

Margaret Bradley  
Senior Clerk Typist

Alexis Acevedo  
Part-time Clerk

265 Oscawana Lake Road  
Putnam Valley, NY 10579

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

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

7b

Town of Putnam Valley Highway Department

August 8<sup>th</sup>, 2023

MEMORANDUM

TO: Jacquie Annabi  
Members of the Town Board

FROM: Shawn M. Keeler  
Highway Superintendent

RE: Road opening permit # 2023-16

I have determined that 1 Greenhaven Road has been restored to my satisfaction. Please refund \$800.00 to Vincent Drone who represents Optimum at 143 Old Route 9 Fishkill, NY 12524.

Sincerely,



Shawn M. Keeler

SHAWN M. KEELER, HIGHWAY SUPERINTENDENT  
TOWN OF PUTNAM VALLEY  
HIGHWAY DEPARTMENT  
265 OSCAWANA LAKE RD  
PUTNAM VALLEY, NY 10579  
845 526-3333 phone  
845 526-4729 fax

**Dig Safely.**  
New York  
800-962-7962  
www.digsafelynewyork.com

**ROAD OPENING PERMIT**

APPLICATION NO. 2023-16

NAME CSI/Squan Vincent Drone (Optimum)

Present Address 143 Old Rt 9

TOWN Fishkill STATE NY ZIP \_\_\_\_\_

TELEPHONE NO. 203 648 8174 VDRONE@squan.com

Application is made to dig up/and or cross over an existing town road for the purpose of laying pipe, drainage, wires, cables, water lines, etc.

On Town Road Greenhaver Rd T.M.# \_\_\_\_\_

Date 6/21/23

[Signature]  
Applicant signature

Date work is to begin \_\_\_\_\_

Date work is to be completed \_\_\_\_\_

A bond in the amount of \$900.00 is required to insure restoration. Upon satisfactory restoration of the Town Road, \$100.00 will be kept as an application fee, and \$800.00 will be refunded. Make checks payable to the Town of Putnam Valley.

Paid Check 26944 \$900.00

**ROAD OPENING PERMIT**

PERMIT NO. \_\_\_\_\_

DATE: 6/23/23

[Signature]  
Highway Superintendent

**FINAL APPROVAL**

DATE: 8/10/23

[Signature]  
Highway Superintendent

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

David Conklin  
General Foreman

Margaret Bradley  
Senior Clerk Typist

Alexis Acevedo  
Part-time Clerk

265 Oscawana Lake Road  
Putnam Valley, NY 10579

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

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

7c

## Town of Putnam Valley Highway Department

August 9 , 2023

### MEMORANDUM

TO: Jacquie Annabi  
Members of the Town Board

FROM: Shawn Keeler

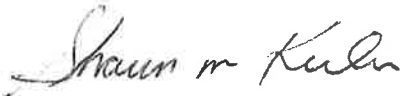
RE: Additional Personnel

I respectfully request to extend the appointed time for Daniel Burlingham, temporary part-time laborer at \$16.00 per hour with no benefits. His current appointment expires September 1, 2023.

When he is finished working with the District on the Weed Harvester for the season, I would like to hire Michael Smith, as a temporary part-time laborer at \$20.00 per hour with no benefits due to the additional work load.

Pease extend the date for both to end November 3, 2023.

Sincerely,



Shawn Keeler



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**ROBERT M. NACHAMIE**  
TOWN JUSTICE

**PAT A. LONGOBUCCO**  
TOWN JUSTICE



**TOWN JUSTICE COURT**  
TOWN OF PUTNAM VALLEY  
265 OSCAWANA LAKE ROAD  
PUTNAM VALLEY, NEW YORK 10579

TELEPHONE  
**845-526-3050**

FAX  
**845-526-2930**

EMAIL  
**COURTS@PUTNAMVALLEY.GOV**

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TO: TOWN BOARD  
FROM: Sarah Antoinette, Court Clerk  
SUBJECT: Approve Agreements for Translation Services  
DATE: August 9, 2023

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RESOLVE, that the Town Board approve the Town Supervisor, Jacqueline Annabi, to sign the Master Service Agreement and Statement of Work attached hereto with Language Line Services, Inc. pertaining to translator services for the Putnam Valley Justice Court. The fee for said services is \$.99 per minute of service, which reflects a lower rate than the standard flat fee of \$195 we currently pay per translation services transaction. The money for this amount is included in the Court budget.

# Master Service Agreement

Customer Name ("Customer"): Putnam Valley Justice Court	Client # (if applicable):
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Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

## TERMS OF SERVICE

**1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

### Available LanguageLine Services:

<b>On-demand interpretation</b> <b>240+ languages 24/7/365, in seconds</b> <b>Via phone, video and mobile</b>  <a href="#">Click for On Demand Interpreting Services</a>	LanguageLine InSight Video Interpreting® LanguageLine PhoneSM Interpreting LanguageLine MobileSM LanguageLine Direct Response Telehealth and Virtual Meetings
<b>Face-to-face interpretation</b> <b>130+ languages via onsite or video</b>  <a href="#">Click for Onsite Interpreting Services</a>	Onsite Interpreting Virtual Onsite Interpreting
<b>Translation and Localization</b> <b>380+ languages</b> <b>Via human, machine translation, automation and other technologies</b>  <a href="#">Click for Translation Services</a>	Translation Localization Transcription Clarity®
<b>Testing and Training</b> <b>57 languages</b>  <a href="#">Click for Testing &amp; Training</a>	Testing Training

*Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.*

- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the

# Master Service Agreement

Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

- 4. CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
- 5. LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
- 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT

# Master Service Agreement

OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.**
  - (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
  - (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
  - (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
  - (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and

# Master Service Agreement

- interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
- (e) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
  - (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
  - (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
  - (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
  - (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
  - (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**14. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer

LanguageLine

# Master Service Agreement

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Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Client Name ("Customer"): **Putnam Valley Justice Court**

Client # (if applicable):

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

**1. LANGUAGELINE PHONE INTERPRETING**

**1.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

**1.2. PHONE INTERPRETING FEES**

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID ..... Waived
- (c) **MONTHLY MINIMUM** per CID ..... Waived
- (d) **PLATFORM ACCESS FEE** per call ..... Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call ..... Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment ..... \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting Rounded to the Nearest Tenth of a Minute

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.99
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.99
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.99
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.99

**1.3. PHONE INTERPRETING EQUIPMENT**

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.  
1Solution™ Analog Dual Handset Phone ..... \$4.50

	1Solution Dual Handset IP Phone .....	\$12.50
	Panasonic® Cordless Phone with Dual Handsets .....	\$10.50
(c)	<b>PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.</b> Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.	
(d)	<b>PHONE INTERPRETING EQUIPMENT PURCHASES.</b> The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.	
	1Solution Analog Dual Handset Phone .....	\$60.00
	1Solution Dual Handset IP Phone .....	\$150.00
	Panasonic Cordless Phone with Dual Handsets .....	\$85.00
	Panasonic Headset.....	\$25.00
	Handsets.....	\$10.00
	Handset Splitters (price per unit) .....	\$6.00
	Wall Splitters (price per unit) .....	\$6.00

**2. OTHER FEES**

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... \$1.75
- 2.3. OPTIONAL CUSTOMIZATIONS**
  - (a) Report configuration per hour ..... \$250.00
  - (b) Report maintenance per month ..... \$30.00
  - (c) Training assistance on site per day per training ..... \$500.00
  - (d) Training materials development per hour ..... \$179.00



# Statement of Work

## LanguageLine® Phone<sup>SM</sup> Interpreting

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

9a

**From: Frank DiMarco, Parks and Recreation**  
**Subject: Personnel**  
**Date: August 1, 2023**

Please approve the following additions/changes to personnel.

1. Kanyon Lewis, PV Children's Center @ \$15.70 hr.

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

Ruth Lliguipuma 103 Lake Drive Lake Peekskill, NY 10537	\$500.00 LPCC Deposit refund
Diana Tenenbaguay 27 Sylvan Road Lake Peekskill, NY 10537	\$500.00 LPCC Deposit refund
Jennifer Maroulis 71 Mountain View Road Putnam Valley, NY 10579	\$500.00 LPCC Deposit refund
Danielle Pacheco 61 Orchard Road Putnam Valley, NY 10579	\$500.00 LPCC Deposit refund
Jennifer Rodas 192 Tanglewylde Road Lake Peekskill, NY 10537	\$500.00 LPCC Deposit refund
Stephanie Cano 74 Lake Drive Lake Peekskill, NY 10537	\$500.00 LPCC Deposit refund
Jeanine Altreche 27 Canopus Hollow Road Putnam Valley, NY 10579	\$53.00 Day Camp Dr.'s Note, could not go for 1 day

(10)

**RESOLUTION 8:16 # \_\_\_\_ OF 2023**

**RESOLUTION AUTHORIZING THE TOWN OF PUTNAM VALLEY TO CONVEY  
0.198 ACRES OF REAL PROPERTY LOCATED AT 18 COLEMANS LANDING &  
NOSWAL PARK ROAD TO CARRIE SCHINDELE**

WHEREAS, CARRIE SCHINDELE is a co-owner of three (3) parcels: a 0.44 acre lot (62.14-1-20); a 0.16 acre lot (62.14-1-15); and a 0.03 acre lot (61.14-1-22) located at 18 Colemans Landing and Noswal Park Road in the R-3 Zoning District; and

WHEREAS, the Town of Putnam Valley holds the apparent color of title to a 0.198 acre landlocked strip of land (the "Subject Property") which was created when prior owners of the SCHINDELE lots extended portions of the properties into Lake Oscawana; and

WHEREAS, the Subject Property contains an existing seawall which has fallen into severe disrepair and the failure of which may affect the structural stability of the abutting SCHINDELE properties; and

WHEREAS, the Subject Property is deemed unusable by the Town and has been unused for a significant period of time; and

WHEREAS, SCHINDELE has provided the Town with a survey of the Subject Property which was prepared by Jennifer W. Reap, L.S., dated December 15, 2020; and

WHEREAS, SCHINDELE has provided the Town with an appraisal of the Subject Property prepared by Bill Pforzheimer of Castle Appraisals, dated June 12, 2023, which opines that the Subject Property has no market value due, in part, to the lack of access to the landlocked area, the lack of ability to develop the land under current zoning regulations and its irregular shape; and

WHEREAS, SCHINDELE has made the offer of \$10.00 payment to the Town of Putnam Valley along with the costs and fees associated with the repair and continuous maintenance of the seawall in return for conveyance of the property; and

WHEREAS, pursuant to Town Law § 64, General Powers of Town Boards, a Town Board may, upon the adoption of a resolution, convey or lease real property in the name of the town, which resolution shall be subject to permissive referendum; and

WHEREAS, this action to convey surplus real property is an Unlisted Action under the State Environmental Quality Review Act (SEQRA), and a Short Environmental Assessment Form (SEAF) is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, The Town Board hereby states that because only the Town Board can convey surplus real property held in the name of the Town that it is the only involved agency, and the Board hereby declares that the proposed conveyance will not result in a significant environmental impact; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Putnam Valley accepts such offer of payment of \$10.00 and the payment of all costs associated with the repair and maintenance of the seawall and agrees to convey the Subject Property to SCHINDELE, subject to permissive referendum; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to advertise notice of the conveyance of the property for permissive referendum opportunity in the official Town newspaper; and

BE IT FURTHER RESOLVED, SCHINDELE shall be required to bear any and all costs for the advertisement of permissive referendum, filing of such real property conveyance, and any other transfer of property fees; and

BE IT FURTHER RESOLVED, that such land is conveyed with the understanding that SCHINDELE shall diligently obtain and comply with all permits and permitting requirements applicable to the repair and maintenance of the existing seawall.

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	_____	_____	_____

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project: Transfer of Town-owned property - 18 Colemans Landing/Noswal Park Rd				
Project Location (describe, and attach a location map): 18 Coleman's Landing & Noswal Park Rd				
Brief Description of Proposed Action: Town of Putnam Valley to convey a 0.198 parcel of land to adjacent property owner. The parcel is not put to a public use nor is it needed for a future municipal use. The parcel contains no improvements other than a seawall which has fallen into disrepair.				
Name of Applicant or Sponsor: Town of Putnam Valley Town Board		Telephone: 845-526-2121 E-Mail: jannabi@putnamvalley.gov		
Address: 265 Oscawana Lake Road				
City/PO: Putnam Valley		State: New York	Zip Code: 10579	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.198 acres		
b. Total acreage to be physically disturbed?		0 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.198 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):				
<input type="checkbox"/> Parkland				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



