



TOWN OF PUTNAM VALLEY

Town Board Work Session

September 13th, 2023

Town Hall

5 PM

~~~~~

### Meeting called to Order

### Pledge of Allegiance

1. Presentation: Putnam Valley Girl Scout and Daisy Troops
2. Presentation of Draft Regulations for Short Term Rentals
3. Discuss Building Permit Threshold Changes; Set Public Hearing
4. Amend Resolution #R23-270
5. Finance: Approve Capital Markets Advisors, LLC Financial Advisory Services Agreement
6. Highway: Approve Opus Inspection Lease Agreement
7. Districts:
  - a. Approve Lake Peekskill 2023 Drawdown
  - b. Approve Lookout Manor Closing 2023
  - c. Approve Barger Pond Laborer for End of Season 2023
  - d. Approve Wildwood Knolls Facilities Revenue Report 2023
  - e. Approve Glenmar Gardens Access Road Repair
  - f. Approve Lake Peekskill Highway Temporary Laborers
8. Parks & Recreation:
  - a. Ratify C & K Landscaping & Pools, Inc. Contract for Pool Repairs at Day Camp
  - b. Approve September 2023 Refunds
  - c. Approve Changes to Personnel
9. Daily Fee Report – Summary August 1, 2023 – August 31, 2023

### Adjournment

**Next Town Board Meeting: Wednesday, September 20<sup>th</sup>, 2023 6 PM**

**Presentation of Preliminary 2024 Budget**

**3<sup>rd</sup> Public Hearing: Short Term Rentals, Wednesday, September 20<sup>th</sup>, 2023 6 PM**

**RESOLUTION 9:13 - # \_\_\_ OF 2023**

**RESOLUTION TO RE-INTRODUCE THE REVISED PROPOSED LOCAL LAW  
RELATING TO SHORT TERM TRANSIENT RENTALS (STRs)**

WHEREAS, on June 14, 2023, the Town of Putnam Valley Town Board proposed that a Town Zoning Code local law amendment be made to Town Code Chapter 165, entitled “Zoning,” specifically to create §§165-36.1 adding Short Term Rentals (STRs) as a particular Special Permit Use; and

WHEREAS, since the initial introduction of the proposed local law, said law has undergone additional, substantive, amendments and revisions; and

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

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

WHEREAS, the public hearing relating to these proposed amendments remains open.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby continues the public hearing on the revised proposed amendments through September 20, 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

2. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
3. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-nn.

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

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

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

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

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

**PUTNAM VALLEY – Short Term Transient Rentals (STRs)**

**A. Purpose.**

- (1) With the increase in tourism over the past several years in the Town of Putnam Valley and adjacent areas, there has been an increase in the number of property owners renting to tourists on a short-term transient basis. Many residents list their properties as short-term transient rentals on web-based booking sites. Short-term transient rentals (STRs) offer benefits to property owners and residents in the Town such as increased income; however, STRs also create potential health, safety, and quality of life detriments to the community. In recognition of the widespread popularity of STRs and in recognition that many such rentals are already operating in the Town, the purpose of this section is to regulate the safety and use of STRs in line with the goals of the Town Comprehensive Plan.
- (2) The following section imposes mandatory regulations and requirements on all Town of Putnam Valley property owners that rent or propose to rent their property on a short-term transient basis. The purpose of such regulations and requirements are to assure that the properties being rented meet certain minimum safety and regulatory requirements which are proportional to those imposed on similar uses such as bed-and-breakfasts, inns, motels, and hotels; thereby protecting the property owners, the occupants of such housing and the residents of the Town of Putnam Valley.

**B. Authorization.** This section is adopted in accordance with Article 16 of the Town Law of the State of New York which grants the Town of Putnam Valley the authority to enact local laws for the purpose of promoting the health, safety, and welfare of the Town, and in accordance with Municipal Home Rule Law, Article 2, Section 10, that gives the Town of Putnam Valley the power to protect and enhance its physical environment. The Town Board authorizes the Planning Board of the Town of Putnam Valley to issue special use permits to property owners to use their properties as STRs per the provisions of this section. The Building Department may, thereafter, issue STR permits, for such approved uses. Applications for a permit to operate an STR shall be processed under the procedures set forth in the Zoning Code and this section.

**C. Zoning.** The STR use of a property shall only occur as an accessory use to an existing or proposed single-family in the RA, R-1, R-2, R-3, LP and CD Zoning Districts, subject to a special use permit issued by the Planning Board and an STR permit. No STR use may occur on a vacant parcel.

**D. Density.** Where the parcel is located, unless they are preexisting nonconforming structures, new short-term rental units shall meet density and setback requirements for the zoning district.

**E. Prohibitions.** The following parcels shall be prohibited from being issued permits to operate short-term transient rentals.

- (1) Parcels utilized for multifamily dwelling units.
- (2) Parcels utilized for commercial or industrial purposes.
- (3) Vacant property which does not contain a residential dwelling unit.

**F. Definitions.** As used in this section, the following terms shall have the meanings indicated:

**ACCESS** — The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, structure, or use.

**CAMPING** — The use of a property as a site for sleeping outside; or the parking of travel trailers or similar equipment, the erection of tents or other shelters, to serve as temporary residences.

**DENSITY** — The number of individual dwelling units per unit of land.

**DWELLING UNIT** — A building or entirely self-contained portion thereof containing complete housekeeping facilities for only one family, including any domestic servants employed on the premises, and having no enclosed space (other than vestibules, entrance or other hallways or porches) or cooking or sanitary facilities in common with any other dwelling unit.

**EXISTING SHORT-TERM TRANSIENT RENTAL** — A short-term transient rental, as defined herein, which is lawfully in operation as of December 31, 2023.

Formatted: Right: 0.08", Space Before: 6 pt

**HOUSE RULES** — A set of rules that applies to renters of STRs while occupying the unit.

**LOCAL MANAGER** — The person specifically named on the application and permit that is responsible for the day-to-day operation of the STR, and who may be contacted, day or night, if there is a problem at the STR. The local manager may be either the owner or an agent of the owner. The local manager must reside within 30 miles of the Town of Putnam Valley Town Hall.

**NEW OPERATING SHORT-TERM TRANSIENT RENTAL** — A short-term transient rental not in operation prior to December 31, 2023.

Formatted: Right: 0.08"

**NON-OWNER-OCCUPIED** — An STR unit that does not qualify as owner-occupied.

**OWNER-OCCUPIED** — An STR unit that is the primary residence of the owner for at least 180 days in the calendar year, or the owner is present in the dwelling or is present on the same parcel while the residence is being used as a short-term rental.

**PRIMARY RESIDENCE** — A person's domicile where they usually live in the Town of Putnam Valley, whether on a full-time or part-time basis for at least 180 days in the calendar year, typically a house including any habitable accessory structures on the same property.

**RENTAL** — An agreement granting use or possession of a residence, in whole or in part, to a person or group in exchange for consideration valued in money, goods, labor, credits, or other valuable consideration.

**RENTED IN PART** — An STR in a primary residence, as defined above, that is being occupied in part by the owner and in part by STR guest(s), simultaneously.

**RENTED IN WHOLE** — An STR in a dwelling unit that is being occupied entirely by STR guests for the rental duration.

**SECONDARY DWELLING UNIT (SDU)** — An attached or detached secondary residential dwelling unit that shares the building lot of a larger, primary home, including having separate cooking and sanitary facilities.

**SHORT-TERM TRANSIENT RENTAL (STR)** — The use of a parcel for the rental or lease of any or part of any residential use single-family and two-family dwelling unit, for a period of less than 30 days. The STR may occur within an entire dwelling, in rooms within a dwelling, or in a separate attached or detached dwelling unit or units on the parcel, but shall not include camping. Motels, hotels, resorts, inns, and bed-and-breakfasts, as defined in this chapter, are excluded from this definition.

**SHORT-TERM TRANSIENT RENTAL UNIT** — Dwelling units or rooms used as STRs.

**SLEEPING ROOM** — An interior room other than a bedroom, as defined under the New York State Uniform Fire Prevention and Building Code, that may serve to afford sleep to a person, however, sleep shall not be the primary function of the room. Examples include, but are not limited to, a living

DRAFT 3

room, family room, den or great room which may be furnished with a futon, convertible couch, or other sleeping surface. All sleeping rooms shall meet New York State Uniform Fire Prevention and Building Code mandates for bedrooms (i.e., size, ceiling height, access, egress, lighting and ventilation, electrical outlets, heat, and smoke and carbon monoxide alarms).

VACANT PARCEL — A parcel of land which does not contain a residential dwelling unit.

G. Applicable law.

- (1) All property owners desiring to operate an STR must comply with the regulations of this section. However, nothing in this section shall alter, affect, or supersede any regulations or requirements of the Town of Putnam Valley Zoning Code, any regulations or requirements imposed by the County of Putnam, or any state or federal regulations or requirements, and all property owners must continue to comply with such regulations or requirements. Any conflict between this section and any other regulations or requirements of the Town of Putnam Valley Code shall be resolved in favor of the more stringent of such regulations or requirements.
- (2) Except as temporarily provided herein for existing STRs, no operation of an STR unit shall occur except pursuant to a valid special use permit issued by the Town of Putnam Valley Planning Board and an STR permit issued by the Building Department. Such STR permits shall be valid for a three-year period, subject to annual fire and safety inspection.

H. Ownership of properties.

- (1) Properties must be owned by an individual, individuals, sole proprietorship, general partnership, limited-liability partnership, or a limited-liability company. No property owned by a corporation or other business entity shall qualify for a permit.
- (2) A general partnership, limited-liability partnership or a limited-liability company must disclose names of all partners and/or members when applying. Any changes in partners and/or members shall be provided to the Building Department within 30 days of change.
- (3) No owner entity composed of similar individuals, partners and/or members may hold permits for more than ~~two-three~~ properties at any given time, one owner-occupied and ~~one-two~~ non-owner-occupied STR in order to allow equitable distribution of short-term rental special use permits. Only one permit per property is allowed at one time.

I. Designation of STR properties. All short-term transient rentals shall be designated as owner-occupied, or non-owner-occupied, as defined herein.

J. Grace Period. At the time of adoption of this Local Law allowing Short-Term Rentals, a Property Owner operating an Existing Short-Term Rental without a permit may continue to operate a Short-Term Rental provided that the Property Owner shall submit an application for a Short-Term Rental permit within three (3) months from the date of adoption. Any Property Owner operating a Short-Term Rental after this time period without having submitted an application for a Short-Term Rental permit shall be in violation of these regulations and shall immediately cease such operations until such time that a Short-Term Rental permit is issued.

~~J.(1) To be an existing STR, property owners must provide proof of operation of an STR between December 31, 2022 and December 31, 2023.~~

Formatted: Font: 12 pt

Formatted: Justified, Indent Left: 0.4", Hanging: 0.33", Space Before: 9 pt, Add space between paragraphs of the same style, No bullets or numbering, No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted

- K. Fee. A nonrefundable STR permit application fee and inspection fee shall be established by resolution of the Town Board for each dwelling unit that functions as or contains a short-term transient rental unit. Such permit fee shall be submitted with each new application and each ~~biennial~~-~~triennial~~ renewal application. A separate fee shall be submitted for an annual fire safety inspection of each permitted STR.
- L. The Town Board may, by resolution, set a maximum number of short-term rental permits allowed during any given period in order to protect the health, safety and welfare of the citizens in the Town. The maximum number (cap) may be reviewed at any time at the discretion of the Town Board.
- M. Application forms. Application forms for an STR permit shall be developed by the Building Department.
- N. Applicants for an STR permit must file a separate application and tender a separate application fee and obtain a separate permit and inspection for each dwelling unit which contains or functions as a short-term transient rental.
- O. Application process. The initial application to operate a short-term transient rental shall be submitted to the Planning Board for a special use permit. Notification of the application shall be sent to neighbors within 200 feet of the property by the Building Department upon permit application.
- (1) The application shall include the following, in addition to any other information required for a special use permit application pursuant to Town Code Article X: Special Permit Uses:
- (a) Contact information. The names, addresses, email address(es) and day/night telephone numbers of the property owners and local managers shall be included on the application.
  - (b) Designation of the STR as owner-occupied or non-owner-occupied, as defined herein.
  - (c) Designation of the STR as rented in part and/or rented in whole, as defined herein.
  - (d) Hosting platform information. The applicant shall provide the names and URLs for all hosting platforms or other advertising platforms, such as but not limited to AirBnB, VRBO or other hosting websites; and Facebook, Instagram, or other social media postings used by the applicant for advertisement of the short-term transient rental unit. Any changes or additions to the listed hosting/advertising platform shall be reported on the applicant's renewal permit.
  - (e) Parking. The number of off-street parking spaces to be provided shall be stated on the application. Off-street parking shall be provided to accommodate the occupancy of the short-term transient rental unit, one parking space for each sleeping room in the dwelling plus other parking as may be required by § 165-35(E)(1). Vehicles shall not be parked on front lawns. There shall be no on-street parking allowed, unless permitted by local traffic control signage. No parking shall be allowed outside of the parking spots designated and detailed on the permit.
  - (f) Maximum occupancy. The maximum desired occupancy by the operator shall be stated on the application. The Code Enforcement Officer shall establish the maximum occupancy. The Code Enforcement Officer shall limit the number of occupants based on the number, size, configuration, and furnishings of the bedrooms and/or sleeping rooms, and per the provisions of New York State Uniform Fire Prevention and Building Code.



- (g) Water and septic. The source of the water supply shall be stated on the application and the permit. The septic system shall be functioning, and the type, size, and location of the septic system shall also be stated on the application. New permit applications shall require documentation as determined acceptable to the Planning Board, indicating that the septic system is found to be currently working properly and is adequate for the short-term transient rental maximum occupancy. Applications shall indicate compliance with Chapter 90 (Septic Systems) and shall include the latest pump-out date of the septic tank.
- (h) Fire safety. Documentation of location and existence of fire safety devices in compliance with New York State Uniform Fire Prevention and Building Code.
- (i) Description. State the occupancy of each bedroom and sleeping room, and the methods of ingress and egress (examples: doors and windows) shall be included with the application. No kitchen or bathroom shall be occupied for sleeping purposes.
- (j) Plat. The applicant shall submit an aerial plat of the property showing approximate property boundaries and existing features, including buildings, structures, well, septic system, parking spaces, firepits/outdoor fireplaces, driveways, streets, streams and other water bodies, and neighboring buildings within 100 feet of the short-term transient rental unit. This does not need to be a survey. This is easily obtained free of charge from many online sources.
- (k) Garbage removal. The applicant shall state how garbage is to be removed from the property. The applicant is responsible for all refuse and garbage removal. The applicant shall be responsible for either: a) contracting with a refuse company; or b) the owner or property manager shall remove garbage on a weekly basis. If there is a dumpster located on the property, the location of the dumpster shall be depicted on the plat submitted with the application.
- (l) House rules. The applicant shall submit a copy of the house rules. (See below Subsection U for required house rules.)
- (m) Jurisdiction. If a property owner does not reside within 30 miles of the Town of Putnam Valley Town Hall, then they must designate the local manager as an agent.

P. Inspections.

- (1) Annually, each approved STR shall be inspected by the Code Enforcement Officer or Fire Inspector to determine compliance with New York State Uniform Fire Prevention and Building Code. Inspections shall be done for the initial permitting and annually, thereafter.
- (2) All STR units must comply with New York State Building Code requirements and shall have no open violations. No initial or renewal permit shall be issued without compliance with the elements of the submitted application.
- (3) The entire property-building involving an STR must be inspected. This includes all owner-occupied spaces in buildings where an STR unit is located. Those owner-occupied spaces shall be in compliance with the Property Maintenance Code of New York State related to interior and exterior spaces and fire safety.

Q. Application review. Upon receipt of the application and fee, the Planning Board shall determine if

the applicant has complied with all the requirements of this section, the Zoning Code, as well as any applicable federal, state, county, or local laws. If the applicant has fully complied, then the Planning Board may issue the property owner a special use permit for an STR. Based on the approval of such special use permit, the Building Department may issue a renewable STR permit so long as initial fire safety and property maintenance inspections have been completed and approved and all fees are paid. No STR permit shall be issued until inspection is completed by the Building Department.

R. Renewal permits. Property owners with STR permits shall submit to the Town of Putnam Valley Building Department a biennial-triennial renewal permit application with any changes to the original STR permit, together with such additional documentation as determined by the Code Enforcement Officer, all of which will be on forms prescribed by the Building Department, along with the current renewal application fee. Renewal applications shall be subject to the cap as determined by the Town Board and will be processed on a first-come-first-served basis. Permit holders shall be able to apply for renewal permits beginning October 1 through December 1. The Code Enforcement Officer may deny a renewal application based on noncompliance of the regulations contained in this section or upon failure of the annual fire safety inspection in any aspect of that inspection. An applicant may appeal the denial to the Zoning Board of Appeals.

S. General permit regulations.

- (1) STR permits shall be valid for three years.
- (2) An STR permit in any given year will expire on December 31, except an initial permit approved after September 1 of a calendar year shall be allowed to run through December 31 of the third year of the permit. All renewal permits shall run from January 1 to December 31 of the third calendar year after issuance.
- (3) The Town of Putnam Valley Town Board reserves the right to set a cap for the maximum number of STR permits to be issued by the Building Department in order to ensure the equitable distribution of STR permits and to protect the public's health, safety and welfare. The Town Board may review that cap at its discretion and revise it as needed to protect the interests of the Town.
- (4) Copies of the STR permit must be displayed in the dwelling unit in a place where it is easily visible to the occupants.
- (5)
- (6) STR permits may not be assigned, pledged, sold, or otherwise transferred to any other persons, businesses, entities, or properties. If a STR property is sold or otherwise transferred, the new owner must apply for and obtain a STR permit in their name prior to any use of the property as a STR by the new owner. Buyers under contract for the purchase of a STR property may apply for a STR permit as a prospective owner in the same manner as set forth herein, with issuance of the permit conditioned upon the Buyer's closing of title to the property.
- (7) All short-term rental properties shall have posted on or about the inside of the front or main door of each dwelling unit a card listing emergency contact information. Such information shall include, but not be limited to, the name, address, email, and phone numbers of the building owner, if local, or of a local manager and instructions on dialing 911 for emergency/fire/ambulance assistance. A local manager shall be able to respond in person within one hour.
- (8) Exterior advertising signs are prohibited except an STR may have one nonilluminated accessory

use freestanding or wall sign not to exceed four square feet in area to identify the STR.

- (9) No camping shall be allowed on properties with STR permits.

T. House rules.

- (1) All short-term rental properties shall post for renters of each dwelling unit or rooms a listing of house rules. House rules shall incorporate, but not be limited to, the following:
- (a) An emergency exit egress plan.
  - (b) The location of fire extinguishers.
  - (c) Identify the property lines and a statement emphasizing that unit occupants may be liable for illegal trespassing.
  - (d) Identify the procedures for disposal of refuse/garbage.
  - (e) If allowed by the property owner, specify outdoor fires shall be made solely within a fireplace or fire pit in accordance with all New York State burning regulations.
  - (f) If allowed by the property owner, instructions for fires in fireplaces or wood stoves. If not allowed by the property owner, a statement stating as such.
  - (g) Short-term transient rentals shall not be permitted to be used for any commercial use or commercial event space.
  - (h) No outdoor camping shall be allowed.
  - (i) Parking shall be allowed solely in the designated parking spaces.
  - (j) If the property has a pool, hot tub or other swimming or bathing appurtenance (hereafter: "pool"), a clear list of requirements related to use of the pool, including explanation of the use of the required barrier, barrier latches, alarms, electrical disconnect, etc. Further, the property owner will place a sign in each location leading to the pool that the property requires a "water watcher": a responsible adult to supervise the pool while it is in use and to be responsible for assuring that the barrier requirements are in place at all times.
  - (k) Noise should be kept to a reasonable level. Unreasonably loud, disturbing and unnecessary noise should not occur after 8:00 p.m. nor before 7:00 a.m. during weekdays, and not between 8:00 p.m. and not before 9:00 a.m. on Sundays or any holiday.

U. Complaints, Enforcement and Violations.

- (1) Complaints regarding the operation of an STR shall be in writing to the Code Enforcement Officer
- (2) Noise complaints should be made to the Putnam County Sheriff's Department.
- (3) Upon receipt of a complaint of violation, the Code Enforcement Officer shall investigate to determine the presence of a violation, and upon finding to his/her satisfaction that a violation was or is currently occurring, he/she shall issue to the property owner and the local manager a notice detailing the alleged violation(s) as determined by the Code Enforcement Officer in accordance with Zoning Code §165-91.2. Such notice shall also specify what corrective action is required of the property owner, and the date by which action shall be taken.

- (4) Notices required by this section shall be issued by the Code Enforcement Officer in accordance with Zoning Code §165-91.2.
- (5) No renewal permit shall be issued until a notice of violation issued by the Code Enforcement Officer is resolved.
- (6) If the landowner does not comply with the specified corrective action by the date given by the Code Enforcement Officer, the Code Enforcement Officer may revoke the STR permit. This determination shall be reviewable by the Zoning Board of Appeals after a public hearing.
- (7) The Owner of a property in violation of this Section, referenced sections, or any other building code requirement shall be subject to enforcement and fines under Zoning Code §165-91.2

DRAFT

**RESOLUTION 9:13 - # \_\_\_\_ OF 2023**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Section 165-16(B), entitled “Development Approval Plan,” specifically to replace §165-16(B)(2)(b) relating to activities within Residential Zoning Districts exempted from the requirements for development approval plans; and

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

WHEREAS, this action to amend the Zoning Law is a Type II Action under the New York State Environmental Quality Review Act (SEQRA), and no further environmental review is required; and

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

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby sets a public hearing on the proposed amendments for October 18, 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

2. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m; and
3. The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding municipalities of the public hearing pursuant to GML §239-nn.

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

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

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

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

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

**Town of Putnam Valley Local Law No. \_\_\_ of 2023**

**A Local Law Amending Provisions of the Town of Putnam Valley Zoning Law Relating to Actions Exempted from Development Approval Plans in Residential Zoning Districts**

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

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending Provisions of the Town of Putnam Valley Zoning Law Relating to Actions Exempted from Development Approval Plans in Residential Zoning Districts.”

**Part 2. Enactment**

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

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

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

*Replace*

Section 165-16(B)(2)(b) “Development Approval Plan;” “Applicability of regulations”:

- (2) Any development and use that falls within any Environmental Management District, as defined in Article VI of this chapter, but exempting therefrom:
  - (a) Alterations which do not change or affect the use and occupancy of a building.
  - (b) Enclosed additions to floor space that do not exceed the following:
    - (1) In the LP Zoning District: 800 Square Feet.
    - (2) In the R1 and R2 Zoning Districts: 1,000 Square Feet.
    - (3) In the R3, CD, and PD Zoning Districts: 1,100 Square Feet.

**Part 4. Severability**

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

**Part 6. Supersession**

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

**Part 7. Effective Date**

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





4

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Amend Resolution #R23-270  
DATE: August 23, 2023

---

RESOLVE, that the Town Board amend Resolution #R23-270 to reflect that the services of Michael Smith for the purposes of providing janitorial and town maintenance services, on an as-needed basis will be at the rate of \$24.00 per hour, with no benefits. This amount is budgeted for in the Facilities Department budget.



5

---

TO: TOWN BOARD  
FROM: MARIA ANGELICO, Director of Finance   
SUBJECT: Capital Markets Advisors, LLC (CMA) Financial Advisory Services Agreement  
DATE: September 7, 2023

---

RESOLVE, that the Town Board authorize the Town Supervisor, Jacqueline Annabi to enter into a contract with Capital Markets Advisors, LLC (CMA) and to sign a Financial Advisory Services Agreement for the acquisition of a BAN in the sum of \$8.5 million. This BAN was approved under Resolution #R23-266 for infrastructural repairs for damages incurred during the storm of July 10<sup>th</sup>, 2023. The total payable under this contract for services rendered is \$8,285.00, which will be taken out of the General Fund.



11 Grace Avenue, Suite 308  
Great Neck, New York 11021  
Phone: 516-487-9815  
rtortora@capmark.org

## Financial Advisory Services Agreement

**This Agreement** has been entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Putnam Valley, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

## **Section 2 Compensation**

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing, will be as follows:
- For note issues: \$5,250 base fee plus \$0.30 per \$1,000 notes issued
  - For notes sold with only a Term Sheet and no Official Statement: \$3,500
  - For bond issues: \$8,500 base fee plus \$0.75 per \$1,000 bonds issued
  - For capital lease issues: \$6,250 for issues plus \$.60 per \$1,000 of lease debt issued
  - For Continuing Disclosure: \$2,500 annually, inclusive of any required Material Event Notices
  - For services unrelated to a bond issuance: billed at an hourly fee of \$195 per hour.
- 2.02 For refunding bond issues, the fee will be negotiated with the Town and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

The term of this Agreement shall be from the date hereof to December 31, 2024.

## **Section 4 Responsibilities of Parties**

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

## **Section 5 Required Regulatory Disclosure**

### **Municipal Advisor Regulators**

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov) and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

### **Conflicts of Interest Disclosure**

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Given the wide diversity of CMA's clients and sources of revenue, we do not believe that the contingent nature of CMA's compensation in this agreement creates a material conflict of interest.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

**Information Regarding Legal Events and Disciplinary History Disclosure**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

**Future Supplemental Disclosures**

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

**Section 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

**Section 7 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year set forth below.

**CAPITAL MARKETS ADVISORS, LLC**

**PUTNAM VALLEY, NEW YORK**

*Richard Tortora*

Richard Tortora  
President

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

Name:     Jacqueline Annabi    

Title:     Town Supervisor

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

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

6

## Town of Putnam Valley Highway Department

September 7, 2023

### MEMORANDUM

TO: Jacqueline Annabi  
Members of the Town Board

FROM: Shawn Keeler

RE: Opus Inspection Lease Agreement

I formally request that the Town Board approve Town Supervisor, Jacqueline Annabi entering into and signing an NYVIP3 Inspection Equipment Operating Lease Agreement with Opus Inspection, totaling \$338.00 over a twelve (12) month period. The cost of the leasing of this inspection equipment is within my budget.

Sincerely,  
Shawn Keeler

cc: Maria Angelico



**NYVIP3 INSPECTION EQUIPMENT OPERATING LEASE AGREEMENT**

|                                                                                                     |                                                           |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Full Legal Business Name of Customer:<br><b>Town of Putnam Valley</b>                               | Tax ID#:<br><b>14-6002391</b>                             |
| Billing Street Address:<br><b>265 Oscawana Lake Road</b>                                            |                                                           |
| City/State/Zip Code:<br><b>Putnam Valley, NY 10579</b>                                              | Phone:<br><b>845-526-3333</b>                             |
| E-mail:<br><b>skeeler@putnamvalley.gov</b>                                                          |                                                           |
| Contact :<br><b>Shawn Keeler / Jacqueline Annabi</b>                                                | Title:<br><b>Highway Superintendent / Town Supervisor</b> |
| Vendor: <b>Opus Inspection Inc., 98 Niver Street, Cohoes, NY 12047</b> Phone: <b>1-866-OBD-TEST</b> |                                                           |

| Equipment*                                                | Part #           | Quantity | Lease Fee per month (each)                                 |
|-----------------------------------------------------------|------------------|----------|------------------------------------------------------------|
| Level 1 (Safety-Only), w/wireless peripherals             | 00-10400-013-02W |          | Initial unit (\$37.00); Additional Unit(s) (\$125.00) each |
| Level 1 (Safety-Only), w/wired peripherals                | 00-10400-013-02  |          | Initial unit (\$37.00); Additional Unit(s) (\$125.00) each |
| Level 2 (Safety/OBDII), w/wireless peripherals            | 00-10400-013-03W |          | Initial unit (\$45.00); Additional Unit(s) (\$145.00) each |
| Level 2 (Safety/OBDII), w/wired peripherals               | 00-10400-013-03  |          | Initial unit (\$45.00); Additional Unit(s) (\$145.00) each |
| Level 3 (Safety/Opacity), w/wireless peripherals          | 00-10400-013-04W |          | Initial unit (\$90.00); Additional Unit(s) (\$240.00) each |
| Level 3 (Safety/Opacity), w/wired peripherals             | 00-10400-013-04  |          | Initial unit (\$90.00); Additional Unit(s) (\$240.00) each |
| Level 4 (Safety/OBDII/Opacity), w/wireless peripherals    | 00-10400-013-05W | <b>1</b> | Initial unit (\$98.00); Additional Unit(s) (\$250.00) each |
| Level 4 (Safety/OBDII/Opacity), w/wired peripherals       | 00-10400-013-05  |          | Initial unit (\$98.00); Additional Unit(s) (\$250.00) each |
| Cabinet (available option for all Equipment Levels above) | ESP11049-6       | <b>1</b> | \$20/month                                                 |

\* Initial unit pricing is available for one (1) unit only. The monthly fee for an additional unit(s), regardless of Level, is noted above as Additional Unit pricing.

**Payments:**

Monthly payments must be made in advance by ACH, with first payment due upon receipt of Equipment. All remaining payments are payable and due on or before the first day of each month for the term of the Agreement.

This EQUIPMENT OPERATING LEASE AGREEMENT (this "Agreement"), dated [ \_\_\_\_\_ ] ("Effective Date"), is made by and between Opus Inspection, Inc., a Delaware corporation ("Opus", "we" or "us"), and [ Town of Putnam Valley ], a [ municipality ] corporation ("Customer" or "you"). Opus owns the equipment described above (the "Equipment"), and Customer desires to lease the Equipment upon the terms and conditions described in this Agreement. The Agreement is not effective until signed by Opus. In consideration of these mutual covenants and for other valuable consideration, Opus and Customer agree as follows:

**OPERATING LEASE AGREEMENT TERMS AND CONDITIONS – PLEASE READ CAREFULLY BEFORE SIGNING**

- LEASE OF EQUIPMENT.** Opus hereby leases to Customer the Equipment and property described in the above Schedule of Equipment ("Equipment"), which is provided on an "Equipment as a Service" basis pursuant to this Agreement.
- PAYMENTS.** The monthly lease fee for the Equipment and consumables (printer ribbons and drum/toners as required based on Customer's inspection volume), is set forth above (collectively, the "Lease Fee"), and is payable and due on or before the first day of each month. You agree to pay us monthly for the Equipment in advance via ACH for the total of the amount of the Lease Fee payments, plus any applicable taxes, with the first payment due upon receipt of Equipment. If Customer does not pay any amount payable to Opus under this Agreement within five (5) days after the due date, Customer shall pay to Opus a late charge equal to the lesser of (a) the maximum amount allowed by law or (b) 5% of the late payment amount, for each month for which a payment is overdue. Payment of any late charge does not excuse Customer from any Customer Default or other violation of this Agreement and does not limit the remedies available to Opus. No event or circumstance, even if beyond Customer's control, shall relieve the Customer of any of its payment obligations under this Agreement.
- TERM AND TERMINATION.** The initial term of this Agreement is twelve (12) months following Customer's receipt of Equipment. The Term of this Agreement shall automatically renew for successive one-month periods unless Customer provides written notice of intent to terminate (see Attachment A) to Opus at least thirty (30) days prior to the end of the then current Term. Upon the expiration or termination of this Agreement, Customer shall immediately return the Equipment to Opus in a similar condition to that when initially provided, ordinary wear and tear excepted. If Customer returns the Equipment prior to the end of the then current Term, any and all Fees and/or other payments remaining for the Term will be due immediately.
- FURTHER ASSURANCES.** You understand that the Equipment is owned by Opus, and that Opus can exercise all rights to secure payment of all amounts due under this Agreement. You authorize Opus to file one or more UCC financing statements and amendments on your behalf, and other documents we believe necessary to protect our interest in the Equipment or in any insurance payments or other proceeds thereof. You agree to execute and deliver to us other documents or instruments we reasonably request to carry out the intent and purpose of this Agreement. You appoint us as your agent and attorney-in-fact with full power of substitution, to claim, receive payment of, and execute and endorse all documents, checks or drafts in connection with any insurance relating to the Equipment.
- ACCEPTANCE OF AGREEMENT:** You understand and agree that this Agreement is not accepted and final until we execute it.
- LOCATION AND INSPECTION.** You agree to keep the Equipment at the Location noted above at all times and not to move it to another location without our advance written consent. During regular business hours, Opus shall have the right to enter the premises where the Equipment may be located for the purpose of inspecting or servicing the Equipment, confirming its location, or observing its use. Customer shall give Opus immediate notice of any relocation of the Equipment or any attachment or other judicial process affecting the Equipment in any manner.



7. **TITLE, PERSONAL PROPERTY.** At all times during the Term, the Equipment is and will remain our personal property. You have no right, title or interest in the Equipment, except the right to maintain, possess and use the Equipment as provided in this Agreement subject to all the terms and conditions herein. You agree to keep the Equipment free and clear of all liens and will indemnify us for all costs and expenses arising from any liens, relocation, or recovery of the Equipment. Without the prior written consent of Opus, Customer shall not make any alterations, additions, customizations, or improvements to the Equipment or software, all which Opus may require Customer to remove upon the expiration or earlier termination of this Agreement without damage to the Equipment or its value.
8. **SURRENDER.** Upon the expiration or earlier termination of this Agreement, Customer shall return the Equipment to Opus in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, in the following manner as may be specified or directed by Opus: (i) by delivering the Equipment at Customer's cost and expense to such place as Opus shall specify within the city or county in which the same was delivered to Customer or to which same was moved with the written consent of Opus; or (ii) with the prior consent of Opus, by loading or shipping the Equipment at Customer's cost and expense on board such carrier as Opus shall specify and shipping the same, freight collect, to the designation selected by Opus.
9. **DISCLAIMER OF WARRANTIES.** All Equipment is leased "as is." Opus makes no warranty with respect to the Equipment except that it shall meet the description of specifications stated on the face of this Agreement. Customer's exclusive remedy and Opus' sole liability hereunder shall be limited to replacement of Equipment shown not to meet the description of specifications stated on the face of this Agreement. Customer is responsible for returning any non-conforming Equipment at its sole cost and expense. IN NO EVENT SHALL OPUS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL WARRANTIES WHATSOEVER, INCLUDING WHETHER THE EQUIPMENT IS SUITABLE FOR LESSEE'S INTENDED USE OR ANY PARTICULAR USE OR PURPOSE. YOU AGREE THAT (I) YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT, (II) WE HAVE NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, AND (III) YOU HAVE NOT RELIED ON ANY STATEMENT OR REPRESENTATION MADE BY US. YOU AGREE NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST US BASED ON ANY REPRESENTATIONS OR WARRANTIES AND NOT TO ASSERT ANY CLAIM OR SETOFF WHATSOEVER AGAINST US FOR LOSS OF ANTICIPATORY PROFITS OR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. NO DEFECT OR UNFITNESS OF THE EQUIPMENT OR ANY OF ITS OPERATING SYSTEMS OR FAILURE OF THE VENDOR OR MANUFACTURER TO MAINTAIN OR REPLACE THE EQUIPMENT RELIEVES YOU OF YOUR OBLIGATION TO PAY LEASE FEE OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT. IN NO EVENT SHALL OPUS' LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE LEASE PAYMENTS PAID TO OPUS BY CUSTOMER HEREUNDER.
10. **SUBMISSION TO PERSONAL JURISDICTION: CHOICE OF LAW.** You understand and agree that this Agreement was entered into and formed in East Granby, Connecticut, our principal place of business and that you agree to personally submit to the jurisdiction of the federal and state courts in the State of Connecticut for all purposes under this Agreement. You also understand and agree that Connecticut law governs all matters under this Agreement, including its interpretation and enforceability. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waives any objection to venue of any suit, action, or proceeding in such courts including any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
11. **USE, MAINTENANCE AND REPAIR.** You agree to keep the Equipment in good repair, condition and working order at your cost and expense. You agree to use the Equipment only in the manner for which it was designed and intended, and solely for your own business purposes. You agree to be responsible for any damages or repairs required to bring the Equipment to proper working condition due to your failure to properly maintain, repair, operate and protect the Equipment.
12. **TAXES.** You agree to promptly pay when due, and to defend us and hold us harmless from, all fees, charges, assessments, and taxes of any kind whatsoever, (including interest and penalties) imposed by any entity or authority ("taxes") with respect to (i) the shipment, purchase, lease, operation, or possession of the Equipment, or (ii) the lease payments or other amounts due under this Agreement. Your obligation to pay such taxes is not affected by whether you or we were assessed for the taxes, or whether they are due before, during or after the Term of this Agreement. We are not obligated to contest any such taxes.
13. **CUSTOMER REPRESENTATIONS AND COVENANTS.** This Agreement has been duly executed and delivered by Customer, and constitutes a legal, valid, and binding obligation of Customer enforceable against Customer in accordance with its terms. Customer agrees to perform all of its obligations under this Agreement in full and in a timely manner. Customer shall (i) comply with all applicable federal, state, and local laws; (ii) maintain all permits or licenses required for Customer to lease and use the Equipment in the manner contemplated; (iii) keep the Equipment free of any mortgage, pledge, hypothecation, assignment as security, encumbrance, lien, charge, or other security interest (collectively, "Liens") and shall affect the removal of any such Lien immediately upon written notice thereof from Opus or otherwise becoming aware of the existence of the Lien; (iv) pay, and indemnify and hold Opus harmless from, all assessments, license fees, taxes, and other charges imposed on or with respect to the Equipment or any part thereof arising out of or in connection with the shipment, possession, ownership, use, delivery, or operation of the Equipment by Customer. Customer is a validly existing business and is in good standing under the laws of the state in which it resides or is organized. Customer is duly licensed and qualified to do business and is in good standing in each jurisdiction in which the lease of the Equipment under this Agreement makes such licensing and qualification necessary. Customer has full power and authority to enter into this Agreement, and to carry out its obligations hereunder. Customer's entry into or performance of this Agreement will not conflict with, or result in a violation or breach of, any provision of any law, code, or ordinance, and will not result in the creation or imposition of any Lien. No further consent, approval, permit, notice, or order is required with respect to Customer.
14. **INDEMNITY.** You agree to defend and hold us harmless against all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees arising out of, connected with, or resulting from (i) your use, operation, possession or other acts or omissions relating to the Equipment; (ii) your breach of, or failure to perform, any of Customer's obligations under this Agreement; or (iii) your negligence, recklessness, or willful misconduct relating to any matters under this Agreement. Each Party agrees that it will give the other prompt notice of the assertion of any such claim or the institution of any such action, suit or proceeding relating to the Equipment or this Agreement.
15. **LOSS OR DAMAGE.** You assume all risk of loss (including losses if the Equipment is lost, stolen, seized or confiscated), destruction or damage to the Equipment from any cause whatsoever, whether or not insured. You agree to notify us promptly in writing of any damage to, or loss or destruction of, the Equipment or any of its components. Your payment obligations will continue under this Agreement regardless of any such loss or damage. If the Equipment is consequentially damaged, Customer shall, at the option of Opus, either repair the Equipment to its former condition in good and working order, or replace the same with like Equipment in good repair, condition and working order; provided that in all cases if, in the reasonable judgment of Opus, the Equipment is determined by Opus to be tampered with, destroyed, or damaged beyond repair, then Customer shall pay to Opus an amount up to the full Equipment replacement value, which will be automatically charged to Customer. If the Equipment is lost, stolen or destroyed, you agree to, at our option, (a) replace the Equipment with like equipment of at least equal value and acceptable to us, or (b) pay us the sum of all unpaid monthly payments and any other payments due under this Agreement (including accelerated future payments due, discounted to reflect present value), plus any amount necessary to ensure we incur no "book loss" with respect to the Equipment based upon our financial statements as of the date the loss is calculated. We will apply applicable insurance proceeds we receive to reduce your unpaid obligations. The Agreement shall continue for any Equipment not covered by this section.
16. **INSURANCE.** You agree to keep the Equipment insured with comprehensive general liability insurance (showing us as additional insured) with a minimum liability limit of \$300,000 and all risk physical damage insurance (showing us as loss payee) in an amount equal to the greater of (i) the full replacement value of the Equipment, or (ii) the aggregate amount of all payments due under this Agreement. All insurance will be in a form and with companies we approve. You, and any guarantor of your obligations under this Agreement ("Guarantor"), waive any right of subrogation with respect to payments made for loss or damage. You agree to provide us with certificates or evidence of insurance upon request.
17. **COLLECTION EXPENSE, INTEREST AND ADVANCES.** If you fail to pay when due all or any part of the monthly payments (or any other amount you are required to pay) under this Agreement, you will pay us a late charge equal to five percent (5%) of the unpaid amount for each month that you fail to make such payment. You also agree to pay our expenses (including reasonable attorney's fees) we incur to collect such payments from you. You agree to repay to us upon demand all advances we make to preserve the Equipment or our interest in it, including advances we make to pay insurance premiums or taxes or to remove liens or encumbrances, plus interest on any advances at the rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by applicable law, until such amounts are paid in full.

18. **DEFAULT.** You will be in default under this Agreement (an "Event of Default") when: (a) you fail to pay any monthly payment or any other payment due to us under this Agreement within 10 days after its due date; (b) you violate or fail to observe, keep or perform any other term, covenant or condition of this Agreement, or any other agreement with us, and such failure continues for 10 days following written notice from us; (c) the Equipment or any of its components becomes subject to an lien, levy, assignment, transfer, encumbrance, or sublease without our prior written consent, (d) you lose, destroy or abandon the Equipment or permit any other person to use it without our prior written consent; (e) you file or an entity or person files against you a petition under any bankruptcy or insolvency law of any jurisdiction; (f) you fail to pay your debts when they become due; (g) you take any formal or informal action to dissolve, liquidate, settle claims against you or wind up your affairs or cease doing business as a going concern; (h) any representation or warranty you have made to us in this Agreement or any related document is incorrect or misleading in any material respect; (i) you are in default under any other lease, contract or other agreement with us or our affiliates; (j) you merge, enter into a partnership or joint venture (other than in the ordinary course of business), consolidate or sell a substantial portion of your assets without notifying us in advance and obtaining our written consent; (k) if applicable, a Guarantor or a controlling owner or general partner of you or such Guarantor dies; or (l) any material adverse change occurs in your financial condition or that of any Guarantor.
19. **REMEDIES.** Upon any Event of Default, we and our agents may exercise one or more of the following remedies: (a) enter the premises where the Equipment is located and take possession of it by summary proceedings or otherwise or shut it down without liability to you or others; (b) with or without terminating this Agreement demand that you immediately return the Equipment to us and pay us, as liquidated damages and not as a penalty, all unpaid lease amounts plus the present value of all future unpaid lease fees discounted to present value at the effective interest rate in the Agreement; (c) sell or lease all or any part of the Equipment at public or private sales, with or without notice, and apply the net proceeds of the sale, lease or other disposition (after deducting applicable costs and expenses) to your obligations provided that you remain liable for any deficiency; (d) declare immediately due and payable all amounts payable under this Agreement, and recover from you all such amounts; (e) exercise or pursue any other remedy at law or in equity including specific performance, damages, and recovery of reasonable attorneys' fees and court costs. Our exercise of any right or remedy above does not exclude us from exercising any other right or remedy we may have hereunder. You agree to pay us the cost of repair and storage of any Equipment returned to us or repossessed by us. Neither your return of the Equipment nor our repossession of it will mean that we have terminated or cancelled this Agreement unless we so notify you in writing. Notwithstanding any said repossession or any other action which Opus may take, Customer shall be and remain liable for the full performance of all its obligations under this Agreement. In the event of any Event of Default by Customer, Customer shall pay to Opus all reasonable fees and expenses incurred by Opus in enforcing its rights hereunder, including its reasonable attorney's fees, and any advances or payments made by Opus to preserve or protect the Equipment or its interest therein, plus any interest thereon at the rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate permitted by applicable law.
20. **ASSIGNMENT.** We may assign, pledge, sell or transfer this Agreement and our rights or interest therein to any person or as security, without your consent. You agree to pay such assignee all amounts due under this Agreement and agree not to hold our assignees liable for any of our obligations under this Agreement. You agree not to assign, transfer, sublet, loan, encumber this Agreement or the Equipment to anyone without our prior written consent, which may be withheld in our sole discretion. No permitted sublease or assignment by Customer shall relieve Customer of its obligations under this Agreement, and Customer shall remain primarily liable under this Agreement for the performance of all terms to the same extent as if such sublease or assignment had not occurred.
21. **NON-WAIVER; SEVERABILITY; ENTIRE AGREEMENT.** Time is of the essence in this Agreement. If we waive any breach or default by you, we will not be deemed to have waived any other or subsequent breach or default, nor any of our other rights under this Agreement. If a part of this Agreement is unenforceable for any reason in any jurisdiction, only that part will be ineffective and the remaining provisions of this Agreement will still be enforceable in any other jurisdictions. This Agreement contains the entire agreement between us and you and no addition to or modification of this Agreement will be binding unless it is made in writing and signed by the parties hereto. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver of any of the provisions shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; and the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible.
22. **JOINT AND SEVERAL LIABILITY.** The terms "Customer", "you" and "your" used in this Agreement mean each and all Customers who have signed this Agreement. Each of you is jointly and severally liable with the other Customers under this Agreement. You represent and warrant to us that you have proper authority to enter into this Agreement for the named Customer on its behalf.

|                                                                          |                             |
|--------------------------------------------------------------------------|-----------------------------|
| In witness thereof, each of the parties has entered into this Agreement. |                             |
| <b>CUSTOMER:</b>                                                         | <b>OPUS INSPECTION INC.</b> |
| Town of Putnam Valley                                                    |                             |
| By: _____                                                                | By: _____                   |
| Title: Jacqueline Annabi, Town Supervisor                                | Title: _____                |
| Date: _____                                                              | Date: _____                 |
| Attest By: _____                                                         | Attest By: _____            |

**PERSONAL GUARANTY**

In order to induce Opus to enter into this Agreement with the Customer, each person (each a "Guarantor") executing this Personal Guaranty ("Guaranty") hereby jointly and severally, unconditionally and absolutely guarantees payment to Opus of all liabilities of Customer relating to the Equipment and/or the Agreement of whatever nature, whether now existing or hereinafter incurred, whether ordered by the Agreement or other documents between Opus and Customer, including without limitation, reasonable attorney's fees and costs of collection with respect to the enforcement of any such liabilities, the Agreement or this Guaranty. This is a guaranty of payment and not of collection and the liability of each Guarantor shall not be affected by any invalidity in or unenforceability of such liabilities, or any change, alteration, renewal, extension, continuation, compromise, waiver or other modification of such liabilities. Each Guarantor is familiar with the terms of the Agreement and waives notice of acceptance of this guaranty and of extensions of credit by Opus to Customer, presentment and demand for payment of any of the liabilities of the Customer, protest and notice of dishonor or default to such Guarantor or any other party with respect to such liabilities and all other notices, demands, set-offs, counterclaims and defenses of any nature whatsoever. This Guaranty may be enforced by Opus without first proceeding against Customer or any other party against any security which may be available with respect to Customer's liabilities. If Customer defaults on any obligation owed to Opus, whether under this Agreement or otherwise, each Guarantor agrees not to demand, take steps for the collection of, or assign, transfer or otherwise dispose of any indebtedness owed by Customer to such Guarantor. Opus shall have the sole right to demand, receive, sue for, collect, receipt for and give full discharge for such indebtedness until all of the liabilities of Customer to Opus have been satisfied in full. Guarantor agrees to pay Opus' legal charges, as defined in Section 17 of the Agreement, in connection with Opus' collection under or enforcement of this Guaranty. Guarantor, having specifically read and understood Section 10 of the Agreement entitled, Submission to Personal Jurisdiction; Choice of Law, hereby agrees to be bound by its terms which are incorporated herein by reference.

**IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty as of the date below.**

**GUARANTOR:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

**GUARANTOR:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

The undersigned authorizes Opus Inspection Inc ("COMPANY") to initiate debit entries to the undersigned's ( ) checking or ( ) savings account (select one) indicated below for payment of sums due in connection with the contract(s) referenced above. The undersigned further authorizes the depository named below to charge the indicated account(s). This document must be executed by an authorized signer on the Customer's checking account.

[ATTACH A VOIDED CHECK FOR EACH ACCOUNT AND/OR COMPLETE THE FOLLOWING:]

|                      |       |
|----------------------|-------|
| DEPOSITORY NAME:     | _____ |
| BRANCH:              | _____ |
| ADDRESS:             | _____ |
| CITY, STATE, ZIP:    | _____ |
| TRANSIT/ROUTING NO.: | _____ |
| ACCOUNT NO(S).:      | _____ |

In the event funds are not available in the bank account(s) noted above on the day payment is due, it is the Customer's responsibility to remit a check to Opus immediately, in order to avoid the assessment of a late payment charge.

This authorization is to remain in full force and effect until Opus shall have received written notification of its termination in such time and in such manner as to afford Opus and depository a reasonable opportunity to act on it.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower/Customer Name

\_\_\_\_\_  
Signature of Authorized Check Signer

\_\_\_\_\_  
Title

**AMENDMENT TO EQUIPMENT OPERATING LEASE AGREEMENT**

This Amendment ("Amendment") amends and forms a part of this Equipment Operating Lease Agreement dated \_\_\_\_\_, 20\_\_ ("Agreement") between \_\_\_\_\_ ("Customer") and Opus Inspection Inc. ("Opus").

Opus agrees to waive Section 14 Insurance of the Agreement in its entirety provided that:

1. Customer agrees to pay Opus a fee of \$14.00+Tax per month for the term of the Agreement in exchange for Opus obtaining and paying for Opus' own insurance to cover the cost of Opus replacing the Equipment for Opus' sole benefit in the event of an insured loss (i.e., fire damage, theft, etc.), and
2. In the event Customer fails to make timely payments of the fee, it shall be considered to be in Default of the Agreement per the terms and conditions of Section 18 Default of the Agreement and Opus shall have the right to exercise all of its Rights and Remedies provided in the Agreement.

**CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS PURCHASING INSURANCE SOLELY FOR CUSTOMER'S OWN BENEFIT TO PAY FOR REPLACING THE EQUIPMENT IN THE EVENT OF AN INSURED LOSS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS NOT ENTITLED TO ANY MONIES OR OTHER MONETARY BENEFITS IN THE EVENT OF A CLAIM MADE AGAINST THE INSURANCE.**

**THE INSURANCE WILL COVER THE EQUIPMENT ONLY FOR THE SOLE BENEFIT OF OPUS SO THAT IT MAY REPLACE THE EQUIPMENT IN THE EVENT OF AN INSURED LOSS. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INSURANCE DOES NOT COVER ANY OF THE CUSTOMER'S PROPERTY, WHETHER REAL PROPERTY OR PERSONAL PROPERTY.**

This Amendment is executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Customer:** Town of Putnam Valley

**Opus Inspection Inc.**

By: \_\_\_\_\_  
Jacquellne Annabi, Town Supervisor  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



**ATTACHMENT A**

**NYVIP3 OPERATING LEASE TERMINATION REQUEST**

We at Opus sincerely regret that you no longer desire to continue your equipment operating lease for NYVIP3. Per Section 3 of this agreement, we require a 30-day written notice of your intent to terminate the operating lease after the initial twelve (12) month term has expired.

Please indicate the reason for termination of the operating lease below and email a scanned copy to:

**NYVIP3Accounting@opusinspection.com**

Or mail the original copy of this document to: *Opus Inspection, 98 Niver Street, Cohoes, NY 12047*

No longer in the vehicle inspection business

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Station Number: 7130978  
Serial # of Unit(s): \_\_\_\_\_  
Business Name: Town of Putnam Valley  
Business Address: 265 Oscawana Lake Road, Putnam Valley, NY 10579  
Contact phone #: 845-526-3333

Printed Name: Jacqueline Annabi, Town Supervisor  
Signature: \_\_\_\_\_  
Date:     /    /    

An Opus representative will contact you to make arrangements to pick up our equipment.

Ja

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk

KK

**Date:** 8/29/2023

**Re:** Lake Peekskill 2023 drawdown

---

I formally request the Town Board to authorize the Lake Peekskill crew to being drawing down Lake Peekskill in mid-October, 4 to 6 feet.

7b

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk 

**Date:** 8/29/2023

**Re:** Lookout Manor Closing 2023


---

I formally request that the Town Board authorize \$375 to be paid to Brendan O'Brien for the closing of Lookout Manor beach, 2023. The cost will be paid for by the district.



7c

**TOWN OF PUTNAM VALLEY  
DISTRICTS**


**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 8/29/2023  
**Re:** Barger Pond Laborer – End of season 2023

---

I formally request that the Town Board authorize \$300 to be paid to Brendan O'Brien for the closing of Barger Pond for the 2023 season. The cost will be covered by the district.

fd

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Town Board Members  
**From:** Karen Kroboth – District Clerk   
**Date:** 8/29/2023  
**Re:** Wildwood Knolls Facilities Revenue Report 2023

---

The following is the 2023 Year End Wildwood Knolls Facilities Revenue Report:

8 families @ \$200 per family = \$1,600

Please note: Eleven families chose not to use this facility in 2023, therefore \$2,200 less was collected than the \$3,800 Wildwood Knolls Facilities Warrant originally presented to the Town Board.

Wildwood Knolls Facility Users 2023


| NAME                             |              | Tier | #   | Address          | City, St Zip            | 2023     | CHECK # | TAG # |
|----------------------------------|--------------|------|-----|------------------|-------------------------|----------|---------|-------|
| Frederica Adelman (40 Rock Hill) | 62-11-1-64   | 2    | 349 | Boyd Ave.        | Takoma Park, MD 20912   |          |         |       |
| B.E.N.J.L.L.C. (82 Eastern Rd)   | 62-11-1-60   | 2    | 508 | South Lamar St   | Weatherford, TX 76086   |          |         |       |
| Marge Kaplan                     | 62-11-1-61   | 1    | 68  | Eastern Road     | Putnam Valley, NY 10579 | 200.00   | 703     | 4     |
| Kevin & Kathleen Gallagher       | 62-11-2-42   | 1    | 6   | Hampton Road     | Putnam Valley, NY 10579 |          |         |       |
| Hugo & Barbara Cantamessa        | 62-11-2-35   | 2    | 37  | Hampton Road     | Putnam Valley, NY 10579 |          |         |       |
| Matthew Poritz                   | 62-1-35      | 0    | 570 | Oscawana Lake Rd | Putnam Valley, NY 10579 |          |         |       |
| Charles & Louise Sauer           | 62-15-1-48   | 1    | 473 | Oscawana Lake Rd | Putnam Valley, NY 10579 | 200.00   | 6128    | 1     |
| Marie Allo c/o Belanich          | 62-1-36      | 0    | 562 | Oscawana Lake Rd | Putnam Valley, NY 10579 |          |         |       |
| Bill & Pat Bujarski              | 62-1-34      | 4    | 578 | Oscawana-Lake-Rd | Putnam Valley, NY 10579 |          |         |       |
| Christian Bowe                   | 62-1-20      | 1    | 4   | Rockhill Rd      | Putnam Valley, NY 10579 | 200.00   | 116     | 6     |
| Mr. & Mrs. Doebler               | 62-11-1-68   | 1    | 16  | Rockhill Rd      | Putnam Valley, NY 10579 | 200.00   | 2281    | 14    |
| Curtis Cregan                    | 62-11-1-67   | 1    | 20  | Rockhill Rd      | Putnam Valley, NY 10579 | 200.00   | 1051    | 5     |
| Debra Jack                       | 62-11-1-66   | 1    | 26  | Rockhill Rd      | Putnam Valley, NY 10579 |          |         |       |
| Christopher Oehl                 | 62-11-2-38   | 2    | 41  | Rockhill Rd      | Putnam Valley, NY 10579 | 200.00   | 147     | 12    |
| Matthew Fitzmaurice              | 62-15-1-78,1 | 1    | 10  | Saw Mill Road    | Putnam Valley, NY 10579 | 200.00   | 1143    | 3     |
| Valerie Loscalzo                 | 62-11-2-46   | 1    | 6   | Twilight Lane    | Putnam Valley, NY 10579 |          |         |       |
| Robert Newman                    | 62-11-2-5    | 1    | 11  | Twilight Lane    | Putnam Valley, NY 10579 | 200.00   | 315     | 2     |
| Kathryn Fink, Gregory Whalin     | 62-11-2-6    | 2    | 21  | Twilight Lane    | Putnam Valley, NY 10579 |          |         |       |
| Richard & Lorraine Hartman       | 62-11-2-7    | 2    | 45  | Twilight Lane    | Putnam Valley, NY 10579 | 1,600.00 |         |       |

Removed from list 2023.

| TIERS |                  |
|-------|------------------|
| 1A    | Walk thru Access |
| 1     | Access Community |
| 2     | Dock             |
| 3     | Lakefront        |

7e

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 9/5/2023  
**Re:** Glenmar Gardens access road repair

---

I formally request the Town Board authorize the repair of the access road for Glenmar Gardens' pump house. The proposal from Landwork Contractors is attached. The scope of work includes: stripping the existing grass from the road approximately 280' long, spreading and compacting the asphalt millings and raking and reseeding any disturbed lawn areas. The total cost of the project is \$3,850. The District will cover the cost. The millings will be provided by the Highway department.



57 Route 6 Suite 208  
Baldwin Place, New York 10505  
(914) 479-2537/Fax: (914) 293-0094  
[www.landworkcontractors.com](http://www.landworkcontractors.com)

**Proposal to:** Town of Putnam Valley **Glenmar Gardens**

**Attention:** Karen Kroboth District Clerk 845-526-2160

**Proposal dated:** September 4, 2023

Landwork Contractors, Inc. submits its proposal to include all labor, equipment and clean up necessary to complete the following scope of work:

1. Strip the existing grass from the existing access road approximately 280' long.
2. Spread and compact asphalt millings along the access road.
3. The millings will be provided by the Highway Department.
4. Rake and reseed any disturbed lawn areas caused from the above scope of work.

The total cost for the above scope of work is \$3,850.00.

I look forward to working with you.  
Please feel free to contact me with any questions.

Regards,


Joe Ruggiero

(914) 646-4846 cell

President, Landwork Contractors, Inc.

77

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 9/11/2023  
**Re:** Appoint Lake Peekskill Highway Temporary Laborer

---

I formally request the Town Board appoint, Brendan O'Brien as part time, per diem, laborer for the Lake Peekskill Highway Department during bulk garbage pickup. The appointment will begin September 11, 2023 and run through September 22, 2023 at a rate of \$20.00 per hour, with no benefits. He will be called upon as needed.



8a

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: C & K Landscaping & Pools, Inc.  
DATE: September 6, 2023

---

RESOLVE, that the Town Board ratify Town Supervisor Jacqueline Annabi's signature on a contract entered into with C & K Landscaping & Pools, Inc. pertaining to the repair of damage caused by vandalism to the pool facilities at Putnam Valley Day Camp at 141 Brookfalls Road, totaling \$19,800.00. An insurance claim has been filed with our insurance company to cover the cost of these repairs.

***C & K Landscaping & Pools, Inc.***

P.O. Box 427

Putnam Valley, NY 10579

914 402 1937

[ckbilling@cklandscapingpools.com](mailto:ckbilling@cklandscapingpools.com)

Putnam Home Improvement License #PC-6313

Westchester County Home Improvement License #WC-18670-H07

City of Yonkers Home Improvement License #6286

August 21, 2023

Town of Putnam Valley  
Mr. Frank DiMarco  
Putnam Valley Parks & Recreation  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
845 526 3292 Office  
845 656 5297 Frank  
[fdimarco@putnamvalley.gov](mailto:fdimarco@putnamvalley.gov)

Re: Town of Putnam Valley, Pool Foundation Base Piping  
141 Brookfalls Road, Putnam Valley, NY 10579

Repair(s) needed from Vandalism – August 2023

Furnish and install 4" Schedule 80 PVC to skimmers, main drains and direction returns  
Furnish and install 4" Schedule 80 PVC from edge of pool to the pool equipment pad.

***Price: \$ 19,800.00***

- Includes all materials and equipment.
- **Work & Services Required, but not Limited to Work & Services Required by and from a Licensed Electrician or Licensed Plumber Shall be at an Additional Cost.**
- Does not include gas hookup
- Does not include water or water delivery
- C & K Landscaping & Pools Inc is NOT responsible for any permit fee(s).



- C & K Landscaping & Pools Inc is NOT responsible for any engineering or architectural fee(s).

If you have any questions, please feel free to contact me.

Best regards,




C & K Landscaping & Pools Inc

Octavio Perez

Customer Signature

Print Name

Date

C&K Landscaping Signature \_\_\_\_\_

Print Name Octavio Perez

Date \_\_\_\_\_

8b

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

|                                                                       |                                                                |
|-----------------------------------------------------------------------|----------------------------------------------------------------|
| Carolina Layton<br>96 Lake Drive<br>Lake Peekskill, NY 10537          | \$500.00<br>LPCC<br>Deposit refund                             |
| Cailean Cantini<br>19 Grant Place<br>Lake Peekskill, NY 10537         | \$127.00<br>Day Camp<br>Day camp closure                       |
| Angelina Dushaj<br>226 Oscawana Lake Road<br>Putnam Valley, NY 10579  | \$50.00<br>Programs<br>2 swim classes cancelled                |
| Rena Schroeder<br>45 Silleck Blvd<br>Putnam Valley, NY 10579          | \$50.00<br>Programs<br>2 swim classes cancelled                |
| Diana Caja<br>12 Hollowbrook Lane<br>Cortlandt Manor, NY 10567        | \$100.00<br>Programs<br>2 swim classes cancelled<br>2 children |
| Huiyul Roh<br>190 Secor Road<br>Mahopac, NY 10541                     | \$150.00<br>Programs<br>2 swim classes cancelled<br>3 children |
| Jacqueline Medina<br>22 James Drive<br>Putnam Valley, NY 10579        | \$50.00<br>Programs<br>2 swim classes cancelled                |
| Tawyanna Joseph-Francis<br>5 Spruce Knolls<br>Putnam Valley, NY 10579 | \$50.00<br>Programs<br>2 swim classes cancelled                |
| Kristen Baisley<br>57A Hollowbrook Road<br>Lake Peekskill, NY 10537   | \$50.00<br>Programs<br>2 swim classes cancelled                |

Felicia Madimenos  
329 77<sup>th</sup> Street  
Brooklyn, NY 11209

\$100.00  
Programs  
2 swim classes cancelled  
2 children

Cesar Culajay  
517 Oscawana Lake Road  
Putnam Valley, NY 10579

\$50.00  
Programs  
2 swim classes cancelled

8c

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

Please approve the following additions/changes to personnel.

1. Avery DeMaio, PV Children's Center @ \$15.70 hr.
2. Samantha Wilders, PV Children's Center @ \$15.20 hr.
3. Jonathan Aguilar, PV Children's Center @ \$15.70 hr.
4. Emmanuel Rojas Polanco, PV Children's Center @ \$15.20 hr.
5. Sophia Stella, PV Children's Center @ \$15.70 hr.
6. Cassandra Tenesaca, PV Children's Center @ \$15.70 hr.
7. Marlet Dath, PV Children's Center @ \$ 15.70 hr.
8. Vincent Annabi, PV Children's Center @ \$15.70 hr.
9. Alissa Auigemma, PV Children's Center @ \$15.70 hr.
10. Kim Braun, PV Children's Center @\$15.20 hr.
11. Ava Broccolo, PV Children's Center @ \$15.20 hr.
12. Grace Mazzella, PV Children's Center @ \$15.20 hr.
13. Katie Calloway, PV Children's Center @ \$15.20 hr.
14. Coribeth Serbay, PV Children's Center @ \$15.70 hr.

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

9

From: 8/1/2023 To: 8/31/2023

| Fee Type                     | Count      | Amount             |
|------------------------------|------------|--------------------|
| ADDITION/ALTERATION          | 1          | \$688.00           |
| ANTENNA                      | 1          | \$15,000.00        |
| CW                           | 4          | \$300.00           |
| DECK                         | 2          | \$791.00           |
| ELECTRI APP/NY ELEC          | 4          | \$160.00           |
| ELECTRIC APP/SWIS            | 17         | \$680.00           |
| FENCE/WALL                   | 1          | \$75.00            |
| GAS/PROPANE                  | 5          | \$425.00           |
| GENERATOR PERMIT             | 2          | \$150.00           |
| HVAC                         | 8          | \$675.00           |
| MG                           | 2          | \$150.00           |
| MI                           | 1          | \$75.00            |
| OIL TANK                     | 6          | \$600.00           |
| PERM                         | 18         | \$11,529.00        |
| PERRE                        | 1          | \$10,213.00        |
| PL                           | 9          | \$900.00           |
| RE                           | 9          | \$9,111.00         |
| RHCS                         | 3          | \$1,500.00         |
| SEARC                        | 13         | \$2,600.00         |
| SI                           | 1          | \$200.00           |
| SOLAR PANELS                 | 2          | \$1,212.00         |
| SPECIAL USE RENEWAL          | 1          | \$125.00           |
| WT/S                         | 2          | \$200.00           |
| <b>Total Fees Collected:</b> | <b>113</b> | <b>\$57,359.00</b> |
| <b>Cash</b>                  | <b>6</b>   | <b>\$840.00</b>    |
| <b>Check</b>                 | <b>107</b> | <b>\$56,519.00</b> |

**SEE ATTACHED**

FEE TYPES

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