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.

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.

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

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.

- 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 nonowner- 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.
- Designation of STR properties. All short-term transient rentals shall be designated as owneroccupied, 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.

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- 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 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.
- 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.
- 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.

- 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.

- 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

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Kelvin Guevara / Community Media Coordinator

DATE:

September 21, 2023

RESOLVE, that the Town Board authorize the Town Supervisor to appoint Kelvin Guevara to the position of Community Media Coordinator at an annual salary of \$60,000.00, with benefits. This amount is budgeted for in the Communications Department budget.

MEMO

October 2, 2023

To:

Supervisor Annabi and the Putnam Valley Town Board

From: Anthony Arrien Community Media Department Town of Putnam Valley

RE: Request to Surplus Equipment

To Supervisor Annabi and the Putnam Valley Town Board

I formally request that the Town Board resolve to surplus the attached list of equipment from the Community Media Department as having no value and may be disposed of.

Thank you.

Respectfully,

Anthony Arrien

Community Media Coordinator

Town of Putnam Valley 845-216-6683 cell 845-528-7420 office

channel20@putnamvalley.gov

SURPLIS LIST - COMM MEDIA DEPT

Compiled by Anthony Arrien 10/2/23

obsolete NG NG
HD PTZ Robotic Camera used in Court Room
External Hard drive Raid 0 - working but too old
External Hard drive Raid 0 - working but too old

Panasonic AG-5710P Desktop Editor RS-232C	Netgear Nighthawk AC 1900 model R7000	Leader Electronics Waveform Monitor	LG CED8080B CD-R/RW drive	Lacie 500gb external hard drive	Lacie 500gb external hard drive	Leightronix Interface PRJVIR	Leightronix Interface PRJVIR	Leightronix Interface PRPAWR	Box of Assorted Cables	2 Sony Beachtek audio adapters	Box of Various remotes for old equipment	Shure SM63 cardiod mic	Canon Pro-100 printer K10377	FPS-2100 Assembly	TrippLite OMNIVS1500XL	TrippLite OMNIVS1500XL	JVC HR-53901U
SVHS video deck - failed	Smart wifi router - failed	for testing analog video output	for burning cds	For TCD-IP digital streaming	For TCD-IP digital streaming	For TCD-IP machine control	For TCD-IP machine control	For TCD-IP machine control	various analog video, audio, non functional	for Sony VX2100 or VX2000	Sony, JVC, Panasonic	very old mic - mpm functional	prints on archival DVDs - failed	Power supply for Sigma Switcher in broadcast rack	Battery Back for broadcast rack	Battery Back for broadcast rack	SVHS deck used in rack
NG	NG	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	NG/obsolete	NG/obsolete	Obsolete	NG	NG	NG	NG	NG	NG
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
H0TC00012	4447617B7324A	2407677	3892A460	261602042	161401485	28526PD	28544PD	26749PD					QC5-2592-DB01-01	RG060841	2528BBVHOM87B200137	2528BBVHOM87B2001138	14X2570

MEMO

October 2, 2023

To:

Supervisor Annabi and the Putnam Valley Town Board

From:
Anthony Arrien
Community Media Department
Town of Putnam Valley

RE: Request to Donate Equipment to the Putnam County Archives

To Supervisor Annabi and the Putnam Valley Town Board

I formally request that the Town Board resolve to donate to the Putnam County Archives, a heavily used but working Sony DSR-20 DVCAM tape deck, serial number 22786.

This item has been surplussed by the Town as worthless/obsolete, but it may be useful to the Historian's Office at the Putnam County Records Office to play old DVCAM & DV digital video tapes to determine if the content has any historical value.

Respectfully submitted,

Anthony Arrien

Community Media Coordinator

Anthony ofmer

Town of Putnam Valley

845-216-6683 cell

845-528-7420 office

channel20@putnamvalley.gov

MEMO

October 4, 2023

To:

Supervisor Annabi and the Putnam Valley Town Board

From:

Anthony Arrien Community Media Department Town of Putnam Valley

RE: Letter of Resignation for Retirement

To Supervisor Annabi and the Putnam Valley Town Board

I formally request that the Town Board accept my resignation as Community Media Coordinator for the Town of Putnam Valley effective 2/29/24.

Thank you for the opportunity to serve the Town for all these years, and thank you for all the well wishes and kind gestures for my retirement.

Respectfully submitted,

Anthony Arrien

Community Media Coordinator

Town of Putnam Valley

The Putnam Valley Channels

Altice Channel 18 (Edu) & Channel 20 (Gov)

http://www.putnamvalley.gov/channel-18-20/

Channel20@putnamvalley.gov

arrien@optonline.net

Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/20/2023

Re:

Authorization to go out to bid for LPID truck

I formally request the Town Board's authorization to go out to bid for a new dump truck for the Lake Peekskill Improvement District. The new truck will replace the 2009 Dodge that is in need of major repairs. The estimated cost of the truck is not to exceed \$100,000. The district will cover the cost of the truck.

Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/25/2023

Re:

GEI Proposal for RBL Park beach management

I formally request the Town Board authorize the Supervisor to accept GEI's proposal for a long term management plan for Roaring Brook's Park beach to sustain long term recreational uses. Years of erosion have relocated the sand away from the beach, exposing angular rock unsuitable for swimming and wading despite reclamation and raking efforts.

The cost of the plan is \$8,633. This cost does not include any remediation. The district will cover the cost of the plan.

The GEI proposal is attached.



Consulting

Scientists

September 20, 2023

Engineers and

Via email: jannabi@putnamvalley.gov

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

Dear Supervisor Annabi:

Re: Proposal for Beach Management Plan -- Outline

Town of Putnam Valley – Roaring Brook Lake Putnam Valley, New York (Putnam County)

GEI Consultants, Inc., P.C. (GEI) is pleased to submit this scope for work concerning long-term management planning for Park Beach the Town of Putnam Valley (TOPV).

Project Understanding & Background

This proposal outline is based on GEI's understanding of the current site conditions, and our conversations with you. We understand that the TOPV is requesting a long-term management plan for park beach to sustain long term recreational uses such as swimming and wading. Park Beach is a district beach located at the bottom of alpine place in the northern half of Roaring Brook Lake. Years of erosion has transported sand away from the beach, exposing angular rock unsuitable for swimming and wading despite reclamation and raking efforts. To alleviate this issue in the short term, the TOPV applied for, and received, a NYSDEC protection of waters permit authorizing the movement of sand that is already below the mean high-water line, directly north of the beach, back onto the beach. Based on site visits, GEI staff believe that a portion of the sand is being moved directly north of the beach area. While the placement of sand back onto the beach area should allow for temporary use of the beach, a longer term, sustainable plan for management is prudent to ensure the beach is useable in the long term.

GEI is proposing a management plan for Park Beach which takes into account all feasible alternatives to maintain long term use. As apart of the plan development, GEI staff, including a coastal resource specialist, specializing in beach erosion issues will perform a site visit of the beach along with the aquatic ecologist and lake manager to examine the extent of the beach erosion and to scope out potential management alternatives.

The management plan directly will involve a detailed discussion of the erosion issue and a list of possible alternatives. For each alternative listed, the plan will discuss pros and cons, generalized costs, implementation and maintenance steps and permitting requirements. Each alternative will also be evaluated on its potential impact to the lake. GEI will make a recommendation on which alternative makes the most sense based on current site conditions. GEI will also conduct a

pre-application meeting with the DEC and/or U.S. Army Core of Engineers to determine efficacy and potential permitting requirements for the recommended alternative.

Cost for Site Visit, Management Plan and Conversations with DEC Staff: \$8,633

Project Team

GEI has formed a team of specialized ecologists and coastal resource and permitting specialists with the commitment and availability to meet the client goals and project schedule. We have estimated that the time commitments required will be well within our staff's availability, which represents an average throughout the project's execution, because any individual's commitment to the project will vary depending on their role on each task. GEI commits to do what it takes to perform these tasks with all resources needed and a focus to stay on time and budget. Our team members will be fully knowledgeable about the site, processes surrounding environmental matters, health and safety, and will have the technical knowledge to quickly and efficiently engage in Task order assignments.

Alejandro Reyes, CLM, Aquatic Ecologist will lead the technical components and will serve as Project Manager. He will be assisted by Ben Spratford, Coastal Specialist and Co-Project Manager, Laura Schwanof, Licensed Landscape Architect, and Mary Beth Billerman, Senior Ecologist and Permitting Specialist. Tom Johansen will serve as the Health and Safety Officer for any field applications.

If this outline is sufficient for the TOPV, GEI will develop a formal proposal with detailed pricing for TOPV review.

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

Thank you for considering GEI Consultants, Inc., P.C. to service your beach management needs

Sincerely,

GEI CONSULTANTS, INC., P.C.

Alejandro Reyes, CLM

Project Manager

areyes@geiconsultants.com

845-661-0824

AR:ag

Town of Putnam Valley Districts

To: Putnam Valley Town Board

From: Karen Kroboth, District Clerk

Date: 9/29/2023

Re: Approve fall cleanup for Abele Park

I formally request the Town Board approve the proposal from Landwork Contractors to do the fall cleanup at Abele Park at a cost of \$1,800.00. This expense has been budgeted for and the district will cover the cost. The proposal is attached.



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

Proposal To:Town of Putnam Valley

Property Location: Abele Park/beach: 70 & 80 Cayuga Road

Contact Information: Karen Kroboth (845) 526-2160

Proposal Dated: September 28, 2023

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

Red Sunset or October Glory. For a 3.5"-4" caliper tree, that will yield about a 16'-18' tall tree the cost including labor and delivery is \$2,200.00.

The cost for the Abele Park fall clean up including the beach area, the parking lot and the grassy areas is \$1,800.00.

I look forward to working with you on this project. If you have any questions or concerns, please don't hesitate to contact me.

Regards,

Joe Ruggiero
President, Landwork Contractors, Inc.
Cell: (914) 646-4846
joe@landworkcontractors.com

TOWN OF PUTNAM VALLEY DISTRICTS

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/28/2023

Re:

Approve fall cleanup for RBL

I formally request the Town Board approve the proposal from Landworks to do fall cleanup in Roaring Brook Lake. This proposal includes Park Beach, Children's beach and the dam spillway. The complete scope of work is attached. The cost is not to exceed a total of \$9,500.00. The district will cover the cost.



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

Proposal To:Town of Putnam Valley Property Location: Roaring Brook Lake

Contact Information: Karen Kroboth (845) 526-2160

Proposal Dated: September 28, 2023

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

- 1. Park Beach fall Clean up including raking up the gravel from the beach area. \$2,650.00
- 2. Children's Beach fall clean up. \$2,450.00
- 3. Pile up the sand from Children's Beach into a stockpile (install silt erosion fence around the pile). Work to be completed with a Bobcat in compliance with DEC regulations. Cover the sand pile with a new tarp. \$1,850.00
- 4. Dam and spillway fall clean up. \$1,950.00

All leaves to be dumped at Town Highway organic waste pile.

I look forward to working with you on this project. If you have any questions or concerns, please don't hesitate to contact me.

Regards,

Joe Ruggiero

President, Landwork Contractors, Inc.

Cell: (914) 646-4846

joe@landworkcontractors.com

Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk



Date:

9/28/2023

Re:

Approve Park Beach Sand Relocation

I formally request the Town Board approve the proposal from Landwork Contractors to relocate approximately 5 cubic yards of sand below the mean high-water line at Park Beach in Roaring Brook Lake. This work will be down with wheelbarrows and shovels. No mechanical devices will be used.

This project has DEC approval and will be completed in accordance with the DEC permits.

The complete scope of work is attached. The cost is not to exceed a total of \$2,200.00. The district will cover the cost.



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

Proposal To: Town of Putnam Valley

265 Oscawana Lake Road Putnam Valley, NY 10579

Job Location: Park Beach, Roaring Brook Lake

Proposal Dated: March 6, 2023

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

Relocate approximately up to 5 cubic yards of sand below the mean high-water line from an area adjacent to Park Beach, onto the Park Beach swim area. Work will be completed with wheelbarrows and shovels. No mechanical devices will be used.

The total cost for the above scope of work is \$2,200.00.

I look forward to working with you on this project. If you have any questions or concerns, please don't hesitate to contact me.

Regards,

Joe Ruggiero

President, Landwork Contractors, Inc.

Cell: (914) 646-4846

joe@landworkcontractors.com

Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/28/2023

Re:

Wildwood Knolls fall cleanup

I formally request that the Town Board authorize the expenditure of \$650 for the trimming of the ornamental grasses at Wildwood Knolls. The proposal from Landwork Contractors is attached. The district will cover the cost.



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

Proposal To:Town of Putnam Valley Property Location: Wildwood Knolls

Contact Information: Karen Kroboth (845) 526-2160

Proposal Dated: September 28, 2023

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

Scope of work: Trim the ornamental grasses at Wildwood Knolls

Cost and payment schedule: Total cost for the above scope of work \$650.00

I look forward to working with you on this project. If you have any questions or concerns, please don't hesitate to contact me.

Regards,

Joe Ruggiero

President, Landwork Contractors, Inc.

Cell: (914) 646-4846

joe@landworkcontractors.com

TOWN OF PUTNAM VALLEY DISTRICTS

Memo

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

9/28/2023

Re:

Appoint part time laborer for Barger Pond

I formally request the Town Board appoint, Brendan O'Brien as an hourly laborer for Barger Pond at a rate of \$24 per hour with no benefits. He will be called upon as needed until 12/15/2023. The district will cover the cost.

TOWN OF PUTNAM VALLEY

To:

Town Board

From:

Karen Kroboth - District Clerk

Date:

10/6/2023

Re:

WSP Supplemental Topographical Survey at Saddle Dike Dam - Roaring

Brook Dam 2023

I formally request the Town Board's authorization for the Supervisor to accept and sign the attached proposal from WSP, 500 Summit Lake Dr., Suite 450, Vallhalla, NY 10595, for a supplemental topographical survey at Saddle Dike Dam in Roaring Brook Lake.

This proposal is an addition to the original agreement dated February 2, 2021. The lump sum cost of this survey is \$7,250.00. The proposal is attached.

The cost will be covered by the Roaring Brook Lake District.



WSP USA BUILDINGS Inc.

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500 Summit Lake Dr. Suite 450 Valhalla, NY 10595 Tel: 914.747.1120 Fax: 914.747.1956 www.wsp.com

September 15, 2023

Jacqueline Annabi Supervisor **Town of Putnam Valley** 265 Oscawana Lake Road Putnam Valley, NY 10579 845-526-2121 www.putnamvalley.gov

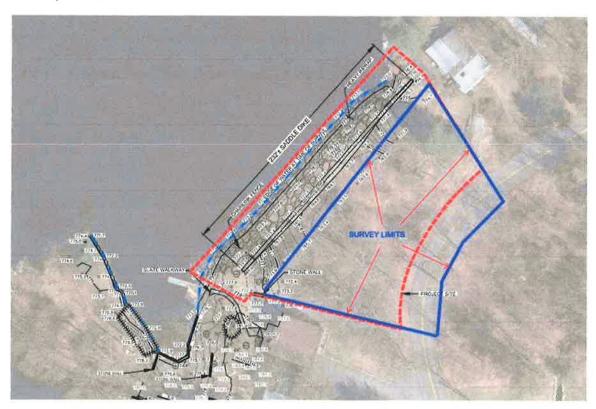
RE: Supplemental topographical survey at Saddle Dike Dam, Putnam Valley, NY

Dear Ms. Annabi,

It is WSP's understanding that a supplemental topographic survey is needed at the Roaring Brook Dam site for design purposes as shown in Figure A below. WSP will utilize existing survey control from the original survey performed by WSP Geospatial to include additional elevations from the roadway to the Saddle Dike Dam. This proposal will outline the methodology and costs associated with this task.

FIGURE A

Survey Limits





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Survey Control Network

WSP will create a closed traverse loop or traverse run within the survey limits as depicted in depicted in Figure A. WSP will incorporate known record control benchmarks or monuments. If no record benchmarks exist, new ones will be established. The traverse elevations will be verified via level run in the field and processing in the office to compare trigonometric elevations versus collected digital level elevations. Closure reports will be generated for verification as part of WSP's QA/QC protocol. Multiple survey control points will be established at each location using high accuracy RTK GPS methods to place the project coordinate system into the project datum requested by the client. If no datum is specified, NY State Plane NAD83 (Horizontal) and NAVD88 (Vertical) will be used. Each survey control point will have a minimum of three tie reference points to aid in future recovery. Once the survey control has been adjusted and reviewed by our NYSPLS, the topographic data collection will begin.

Topographical Survey

WSP will utilize the adjusted survey control network to collect the topographic survey data. The survey limits as depicted in Figure A will include the following features: top and bottom of curbs, edge of pavement, centerline of roadway, striping, utility manholes, hydrants, water valves & gas valves, catch basins, back of sidewalk, edge of pavement, centerline of road, utility poles with identification numbers, manholes, box covers and cabinets, fences, driveway aprons with material type, sidewalks, signs (with type), mailboxes, guardrails, tree lines, building corners, individual trees greater than 6" in diameter, tree lines, retaining walls, water bodies and watercourses. All field data collection will be downloaded daily with narratives describing the work completed each day. Field sketches, traverse notes & pictures will be catalogued in a structured file format that pertains to each site location. The survey will also include spot elevations as well as labeled 1-foot minor contours and 5-foot major contours. Drainage structures will include rim and invert elevations but will not include a utility mark-out. If a utility mark-out is needed, a separate cost can be provided.

Deliverables

Final drawings will show GIS Tax lines for property line depiction, structures and topographic data and will be plotted on 24" x 36" reproducible copies and will include a north arrow, legend, and scale (both written and graphic).

- A digital copy of the survey will be in AutoCAD 2021 Civil 3D and a PDF will be provided via e-mail, with the survey at 1:1 in model space. Drawings will be drafted in AutoCAD 2021 Civil 3D at a 1" = 20' scale.
- Drawing sheets shall be trim size of 24"x36".
- North Arrow shown will be Magnetic North and will be located at the top of each sheet.
- All sheets will include a legend of symbols and abbreviations used on the drawing.
- WSP will provide one reproducible transparency and three prints of each drawing.



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Exclusions

This proposal does not include the following:

- Property Line stakeout
- Property line determination
- Creating Acquisition or Easement drawings
- Utility mark-out
- Confined manhole space entry
- Survey reports
- Notification letters to property owners

Assumptions

WSP will have full access to the project site.
WSP will survey only the limits depicted in Figure A.

Period of Performance

WSP has agreed to start the work within two weeks of your formal acceptance of this proposal. This project will take approximately 2 weeks to draft after field work is finalized, weather permitting.

Fee Schedule

The "lump sum" fee for the above outlined scope of this work is:

Total Cost

\$7,250.00

If you find this proposal acceptable, please sign and return a copy of this letter and we will begin work on the project. Thank you for the opportunity to submit this proposal.

Very truly yours, WSP

Mark Grinevics

Hal Man

Assistant Vice President/Geospatial



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WSP PROPOSAL ACCEPTANCE SHEET

Project: Supplemental topographical survey at Saddle Dike Dam, Putnam Valley, NY

Proposal Date: September 15, 2023

The undersigned hereby accepts the referenced Proposal for the performance of services by WSP (WSP). The Proposal, together with this Acceptance, shall constitute the Agreement between Client and WSP for the performance of the Services.

SCOPE OF SERVICES. WSP shall be obligated to perform only the services described in the Proposal for the agreed upon fee. In the event that the Client (or its agents or representatives) requests services outside of the stated scope and WSP undertakes to perform same, WSP shall perform the services on a time and materials basis at its then standard hourly rates, unless the Client and WSP enter into a written change order, supplemental agreement or separate agreement for said additional services, which provides for a different compensation arrangement. Any such additional services shall otherwise be subject to these Terms and Conditions.

<u>PAYMENT</u> - Payment for the services shall be due and payable by the Client upon presentation of an Invoice by WSP. At the option of WSP, Invoices shall be provided monthly, upon completion of any phase of the work or at other appropriate intervals. In the event that payment is not made within thirty (30) days of the Invoice date, the unpaid balance shall bear interest at the rate of 1.5% per month. The Client shall reimburse WSP for all costs of collection, including but not limited to reasonable attorney's fees.

REIMBURSABLE EXPENSES. Client shall reimburse WSP for all expenses necessarily or reasonably incurred by WSP in connection with the performance of professional services for Client. Expenses shall be reimbursed at cost plus 10% and include, but are not limited to, the following: transportation and subsistence incidental thereto: long distance telephone charges: data processing expenses; fax charges; extraordinary computer expenses; outside consultants or services; photographic expenses; filing and inspection fees paid by WSP on behalf of Client to regulatory agencies or governing public or private entities; document or drawing reproduction or copying expenses; delivery, shipping and courier expenses: and other out-of-pocket expenses incidental to WSP performance of service. WSP reserves the right to require Client to prepay or advance any such reimbursable expenses.

DISPUTES: If the client disputes all or any portion of an invoice, the client must notify WSP in writing within fourteen (14) calendar days of the invoice date, clearly identifying the nature of the dispute, and simultaneously paying the portion of the invoice, if any, not in dispute. If any undisputed invoice or the undisputed portion of any disputed invoice is not paid within 30 days of the invoice date, WSP may without waving any claim or right against the client, suspend the performance of all work and/or withhold the delivery of all work product until all outstanding invoices are fully paid, or may terminate the agreement.



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<u>SUSPENSION OF PERFORMANCE</u>: WSP reserves the right at any time to suspend the performance of all services and to withhold any and all deliverables, including stamping and endorsement of final documents, until receipt of full payment for all services provided to date. All rights of WSP hereunder are cumulative and in addition to those rights which would exist in the absence hereof.

OWNERSHIP OF INSTRUMENTS OF SERVICE. All work product prepared by WSP, including but not limited to, reports, plans, plats, specifications, designs, surveys, field data, field notes, laboratory test data, calculations, estimates, computer data or drawing files, and other documents ("Instruments of Service") in connection with the performance of its duties hereunder shall be and remain the property of WSP. Client, upon payment of all sums due to WSP, is hereby granted a license to use the Instruments of Service for purposes of the Project only. Such documents are not intended or represented to be suitable for reuse by the Client or others on extension of the project or on any other project. Any reuse of Instruments of Service prepared by WSP without written permission or adaptation by WSP for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to WSP and subject to reasonable compensation by Client to WSP, as determined by WSP at its sole discretion.

STANDARD OF PRACTICE. Services performed by WSP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CROSS DEFAULT: In the event that Client, its principals or any related entities have other projects or contracts with WSP, a default (including but not limited to a default in payment) by Client or its principals or related entitles under this or any other such project or contract shall be deemed a default under this and all such other projects and contracts.

TERMINATION. This Agreement may be terminated by the Client or WSP upon seven (7) days written notice with opportunity to cure should the other fail to perform its obligation hereunder through no fault of the terminating party. In the event of termination, the Client shall pay WSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

INDEMNIFICATION. The Client hereby indemnifies and holds harmless WSP from any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of the performance of this Agreement, except and to the extent such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of WSP. WSP hereby indemnifies and holds harmless the Client from any and all claims, damages, losses and expenses arising out of the negligent acts or omissions of WSP in the performance of this Agreement. The Client hereby waives any claim for incidental, consequential or special damages.

EXCLUSIONS: WSP shall have no responsibility for: (a) the accuracy or sufficiency of any document prepared by others and provided to WSP by the Client or as directed by Client; or (b) the correctness of any geotechnical services and/or foundation recommendations performed by others who provide such



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information or services directly or indirectly to the client. It is specifically acknowledged that WSP has no control over, and has made no representation with regard to, the favorable or timely approval, permitting, or licensing action by governmental agencies, departments or boards as a result of services provided by WSP.

HAZARDOUS MATERIALS. Nothing in this Agreement shall impose liability on WSP. for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the handling of, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency. It is understood and agreed that this Agreement does not contemplate services related to such materials including use of asbestos or any hazardous waste material. Therefore, Client agrees to hold harmless, defend and indemnify WSP from all claims, lawsuits, expenses or damages arising from or related to the handling, use, treatment, purchase. Sale. Discovery, storage or disposal of asbestos, asbestos products or any hazardous waste materials (or hazardous materials in general) related to the Client's project.

FORCE MAJEURE. No delay or failure in performance by either party (except with respect to payment) shall constitute default hereunder or give rise to any claims if such delay or failure is caused by Force Majeure.

APPLICABLE LAW. Unless otherwise specified, this Agreement shall be governed by the laws of the State where the project is located.

<u>SEVERABILITY</u>. Should any portion or provision of this Agreement be found to be unenforceable then all other provisions shall remain in full force and effect.

MODIFICATION OF TERMS AND CONDITIONS: In the event that Client makes changes to the Proposal or these Terms and Conditions or attached different or additional contract terms hereto, same shall not be binding on WSP unless and until WSP specifically agrees to same in writing.

<u>ASSIGNMENT</u> - The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without the prior written consent of WSP.

PROPOSAL EXPIRATION: Unless otherwise stated in the Proposal, the offer to provide professional services set forth in the Proposal is valid for ninety (90) days from the date of the Proposal. WSP shall have the right to cancel and withdraw the Proposal at any time prior to acceptance.



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BUSINESS INTEGRITY: WSP is committed to integrity in all aspects of its businesses and expects its clients and partners to be similarly committed. As such, Client shall at all times be in compliance with all applicable laws, rules and regulations, including but not limited to those dealing with bribery, kickbacks, corruption and other prohibited business practices.

PROPOSAL ACCEPTED AND TERMS AND CONDITIONS AGREED TO:

Date	\$7,250.00	(initial)
CLIENT		
BY		(Signature)
NAME		(Printed or Typed)
TITLE		Commence of the commence of th

ROBERT M. NACHAMIE TOWN JUSTICE

PAT A. LONGOBUCCO TOWN JUSTICE



PUTNAM VALLEY, NEW YORK 10579

TELEPHONE 845-526-3050

FAX 845-526-2930

EMAIL COURTS@PUTNAMVALLEY.GOV

TO:

TOWN SUPERVISOR JACQUELINE ANNABI

AND THE PUTNAM VALLEY TOWN BOARD

FROM:

Justices Longobucco and Nachamie

SUBJECT:

Hire of Part Time Employee Betty Spina

DATE:

September 22, 2023

The Court is requesting that Betty Spina be hired to work for the Court part time at the hourly rate of \$28.00 per hour effective October 2, 2023. Please note that this position is a non-exempt position and there will be no benefits provided. Additionally, the funds for this position are accounted for in the Justice Court budget.

Pat A. Longobucco, Town Justice

Robert M. Nachamie, Town Justice

TOWN OF PUTNAM VALLEY

OFFICE OF BUILDING & ZONING 265 Oscawana Lake Road

Daily Fee Report - Summary

From:

9/1/2023

To: 9/30/2023

Fee Type	Count	Amount
ADDITION/ALTERATION	1	\$1,689.00
ADDITIONAL FEE	1	\$15.00
CW	6	\$450.00
DEM/R	1	\$100.00
ELECTRI APP/NY ELEC	5	\$200.00
ELECTRIC APP/SWIS	13	\$520.00
FENCE/WALL	1	\$75.00
GAS/PROPANE	6	\$550.00
GENERATOR PERMIT	2	\$150.00
HVAC	7	\$750.00
MG	1	\$75.00
MI	1	\$75.00
OIL TANK	4	\$600.00
PERM	7	\$1,853.00
PL	4	\$330.00
RE	4	\$4,108.00
SEARC	23	\$4,600.00
TENT	1	\$125.00
WELL	1	\$75.00
WETADM	1	\$50.00
WETL	1	\$100.00
WT/S	5	\$500.00
Total Fees Collected:	96	\$16,990.00
Cash	2	\$150.00
Check	94	\$16,840.00

SEE ATTACHED

FEE TYPES

ADDITION/ALTERATION

BLASTING

CW

CREDIT CARD FEE

DEM/R

ELECTRIC APP/NY ELECTRICAL

ELECTRIC APP/SWISS

FENCE/WALL
GAS/PROPANE

GENERATOR PERMIT

HVAC

IN GROUND POOL

MG MI

OPERATING PERMIT

PERM PERNC

PL RE

RHCS

RU SEARC

TENT TREE

WETADM

WETL

WT/S

Permits for Additions/Alterations

Permits to Blast

Commence Work Permit

Credit Card Fee charged for usage of credit card

Demolition/Residential

Electric application/NY Electrical

Electric application/Swis
Permit for Fence/Wall

Permit for Propane Gas Installation

Generator Installation
Heating, Vent., A/C Permit
Permit for In Ground Pool

Minor Grading Permit

Miscellaneous Building Permit Operating Permits /Commercial

Building Permits

New Construction Permits

Plumbing Permits

Renewal Building Permits

Rock Hammer Crush Shatter Rock Permit

Spec. Use Renewal Municipal Search Tent Permit

Tree-Permit
Wetland Administrative Fee

Wetland Permit Application Fee

Wetland Screening