

TOWN OF PUTNAM VALLEY

Town Board Meeting

January 17th, 2024

Town Hall

6 PM

AGENDA

Meeting called to Order Pledge of Allegiance

- 1. Emergency Executive Session 5:00 p.m. Before Town Board Meeting
- 2. Community Reports
- 3. <u>Presentation</u>: Members of the Commission for the Conservation of the Environment
- 4. Presentation: Members of the Ethics Board
- Public Hearing: Zoning Code Amendment
- 6. Supervisor's Comments
- 7. Legislative Reports
- 8. Approval of Minutes
- 9. Rescind Resolution #R-22
- 10. Appoint Interim Town Clerk/Tax Receiver/Registrar
- 11. Approve Increase In Hourly Rate of Pay for Carol Sukup
- 12. Appoint Deputy Town Clerk, Sub-Registrar & Deputy Tax Receiver
- 13. Approve Change of Date for February 2024 Work Session
- 14. Introduce Volunteer First Responder Tax Exemption
- 15. Set Public Hearing for Volunteer First Responder Tax Exemption
- 16. <u>Building</u>: Accept Resignation of Employee
- 17. Parks & Recreation:
 - a. January 2024 Refunds
 - b. 2024 Children's Center Employee Salaries
 - c. January 2024 Personnel Changes
 - d. Approve Application for Use of School Facilities, Lakeland Central School District

18. Districts:

- a. Ratify Supervisor's Signature and Accept Proposal for LPID Carrara's Beach Storm Water Collection System Rehabilitation
- Authorize 2024 Expenditure for Barger Pond Volunteers to Participate in the NYSFOLA C-SLAP Program and Membership
- c. Authorize 2024 Expenditure for Roaring Brook Lake Volunteers to Participate in the NYSFOLA C-SLAP Program and Membership
- d. Approve District Grass Cutting Bid Request for 2024

19. Facilities Department:

- a. Authorize Contract with Hydro Environmental Solutions, Inc. 11 Seifert Lane
- b. Authorize Contract with Hydro Environmental Solutions, Inc. Croft Corners
- c. Authorize Contract with Hydro Environmental Solutions, Inc. 17 Harper Street
- d. Authorize Contract with Hewlett Packard Enterprise Financial Services
- 20. Approve Time Shred Services, Inc. Contract
- 21. Public Comment
- 22. Audit of Monthly Bills
- 23. Budget Transfers and Amendments

Adjournment

Next Town Board Meeting: Work Session, Wednesday February 7th, 2024, 5 PM

Public Hearings: Volunteer First Responder Tax Exemption, February 7th, 2024 5PM



Town of Putnam Valley Local Law No. ___ of 2024

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 within the Town of Putnam Valley, 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 R3and CD Zoning Districts: 1,200 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.





JACQUELINE ANNABI

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Town Clerk / Minutes

DATE:

January 10, 2024

RESOLVE, that the Town Board authorize the Supervisor to accept the Town Board meeting minutes from December 6, 2023, December 13, 2023 and December 20, 2023 (Supplemental Meeting).





TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Rescind Resolution R24-22

DATE:

January 17, 2024

RESOLVE, that the Town Board rescind Resolution R24-22.





JACQUELINE ANNABI

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Appoint Interim Town Clerk/Tax Receiver/Registrar

DATE:

January 17, 2024

RESOLVE, that the Town Board authorize the appointment of Kathy Diomede as Interim Town Clerk, effective immediately; and

FURTHER RESOLVE, that the Town Board authorize the appointment of Kathy Diomede as Interim Registrar, and Records Management Officer; and

FURTHER RESOLVE, that the Town Board authorize the appointment of Kathy Diomede as Town Receiver of Taxes; and

FURTHER RESOLVE, that the Town Board authorize an increase in the hourly rate of payment to Kathy Diomede to \$_____, with no benefits, for her performance of the aforementioned duties.





JACQUELINE ANNABI

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Increase Hourly Rate of Pay for Carol Sukup

DATE:

January 17, 2024

RESOLVE, that the Town Board authorize an increase in hourly rate of payment to Carol Sukup to \$_____ per hour, effective immediately.



TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Appoint Deputy Town Clerk, Sub-Registrar & Deputy Tax Receiver

DATE:

January 17, 2024

RESOLVE, that the Town Board authorize the appointment of Carol Sukup as Deputy Town Clerk, effective immediately for the year 2024 at no additional salary; and

FURTHER RESOLVE, that the Town Board authorize the appointment of Carol Sukup as Sub-Registrar, effective immediately for the year 2024 at no additional salary; and

FURTHER RESOLVE, that the Town Board authorize the appointment of Carol Sukup as Deputy Tax Receiver, effective immediately for the year 2024, at no additional salary.



JACQUELINE ANNABI

TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

February 2024 Work Session

DATE:

January 11, 2024

RESOLVE, that the Town Board approve a change of schedule for the February 2024 Work Session, moving the date from February 14, 2024 to February 7, 2024.



Town of Putnam Valley Local Law No. ___ of 2024

A Local Law Amending Article VII of the Town of Putnam Valley Town Code Relating to an Exemption for Qualified Members of Fire Departments and Ambulance Corps.

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 Article VII of the Town of Putnam Valley Town Code Relating to an Exemption for Qualified Members of Fire Departments and Ambulance Corps."

Part 2. Enactment

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

Part 3. Amendment of the Town Code

The Town of Putnam Valley Code Article VII is amended as follows:

Repeal & Replace

§108-31 Exemption Granted.

- A. In accordance with SS 466-a of New York State Real Property Tax Law, real property which is the primary residence of an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, or an enrolled member and such member's spouse, shall be entitled to an exemption from the Town of Hyde Park real property taxes, including ad valorem special district taxes, but exclusive of special assessments, to the extent of ten percent (10%) of the assessed value of such property upon satisfying the criteria set forth in this article.
- B. **Eligibility.** Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service residing in such Town provided that:
 - 1. the applicant resides in the Town which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;
 - 2. the property is the primary residence of the applicant;
 - 3. the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and
 - 4. the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance

service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for at least five years.

- C. **Lifetime Exemption**. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within the Town of Putnam Valley.
- D. Un-remarried spouses of volunteer fire fighters or volunteer ambulance workers killed in the line of duty shall be entitled to continue an exemption or reinstate a pre-existing exemption claimed under this Article by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:
 - such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
 - 2. such deceased volunteer had been an enrolled member for at least five years; and
 - 3. such deceased volunteer had been receiving the exemption prior to his or her death.
- E. Un-remarried spouses of deceased volunteer fire fighters or volunteer ambulance workers shall be entitled to continue an exemption or reinstate a pre-existing exemption to an unremarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:
 - such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
 - 2. such deceased volunteer had been an enrolled member for at least twenty years; and
 - 3. such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.
- F. **Application for exemption.** Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the Commissioner of the Real Property Tax Services.
- G. Continuation of exemption. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

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.

(15)

RESOLUTION 1:17 - #___ OF 2024

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that certain Town Code local law amendments be made to Town Code Chapter 108, Article VII, entitled "Exemption for Qualified Members of Volunteer Fire Departments and Ambulance Corps," as authorized by RPTL §466-a; and

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

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

WHEREAS, the amendment requires a public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby sets a public hearing on the proposed amendments for February 7, 2024, at 5:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and

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

| Dated: | | |
|-----------|--|--|
| Moved: | | |
| Seconded: | | |

| Motion passes/ fails: Ayes | Nays | | Abstentions | |
|--------------------------------------|-----------------|-----|-------------|--|
| | | | | |
| | | | | |
| | AYE | NAY | ABSTAIN | |
| PRESENT/ABSENT Councilwoman Tompkins | | | | |
| PRESENT/ABSENT Councilman Russo | :: | | | |
| PRESENT/ABSENT Councilman Smith | Q 0 | - | | |
| PRESENT/ABSENT Councilman Luongo | | | - | |
| PRESENT/ABSENT Supervisor Annabi | | | | |





TOWN SUPERVISOR

TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Fred Finger Resignation

DATE:

January 12, 2024

RESOLVE, that the Town Board authorize the Supervisor to accept the resignation of Fred Finger from his position as part-time Assistant Code Enforcement Official, effective January 10, 2024.

Dear Jackie,

I am writing to formally let you know I am resigning from my position as Assistant Code Enforcement Official effective January 10.

This decision has not come lightly. The experiences and opportunities I've had during my time here have been deeply valuable. I am grateful for the skills I've developed and the professional relationships I've built.

I am committed to ensuring a smooth transition over the coming weeks. Please let me know how I can help during this transition period.

Though I am looking forward to my next chapter, I will genuinely miss working with everyone here. I hope to stay in touch and perhaps cross paths in a new capacity in the future.

Best, Fred Finger



To: Town Board

From: Frank DiMarco, Parks and Recreation Director

Subject: Parks and Recreation Refunds

Date: January refunds 2024

Jennifer Rodas \$500.00 192 Tanglewylde Road LPCC

Lake Peekskill, NY 10537 Deposit Refund

Glenda Rivas \$500.00 107 Kramers Pond Road LPCC

Putnam Valley, NY 10579 Deposit Refund

Macarena Ona \$500.00 26 James Drive Apt B LPCC

Putnam Valley, NY 10579 Deposit refund

Cynthia Granda \$500.00 31 Argyle Street LPCC

Lake Peekskill, NY 10537 Deposit refund

Estella Melendez \$500.00 43 Johnson Street Apt. 2A LPCC

Lake Peekskill, NY 10537 Deposit refund

Kelly Brady \$1,156.88 118 Oregon Road Apt. 1 PVCC

Cortlandt Manor, NY 10567 Reimbursement, received accepted

assistance for childcare through

Westchester

Jessica Spitzer \$100.00 164 Walnut Road Programs

Lake Peekskill, NY 10537 Unable to participate in Run & Gun

Broke his collarbone

Grissel Rivera \$467.00 105 Tanglewylde Road PVCC

Lake Peekskill, NY 10537 No longer need childcare



TO: Putnam Valley Town Board

FROM: Annmarie Spinelli, PV Children's Center

SUBJECT: 2024 Children's Center Employee Salaries

DATE: January 3, 2024

CC: Frank DiMarco

| NAME | TITLE | 2024 |
|-------------------|-------------|----------|
| Vicky McDonald | Supervisor | \$25.47 |
| Patricia Barone | PVCC Asst I | \$ 18.82 |
| Kim Braun | PVCC Asst I | \$15.70 |
| Ava Broccolo | PVCC Asst I | \$15.70 |
| Kristine Cabreja | PVCC Asst I | \$16.25 |
| Katie Calloway | PVCC Asst I | \$15.70 |
| Carol Esponeira | PVCC Asst I | \$17.06 |
| Dawn Federico | PVCC Asst I | \$15.95 |
| Tammy Holowiak | PVCC Asst I | \$15.95 |
| Maria Hoyrt | PVCC Asst I | \$17.06 |
| Brian Fitzmaurice | PVCC Asst I | \$15.70 |
| Gracey Mazzella | PVCC Asst I | \$15.70 |
| Karen Meslener | PVCC Asst I | \$17.06 |
| Justin Rivas | PVCC Asst I | \$16.25 |
| Tatiana Rodriguez | PVCC Asst I | \$15.95 |
| Andrew Salustri | PVCC Asst I | \$19.81 |
| Wendy Staffieri | PVCC Asst I | \$18,28 |
| Quinn Strang | PVCC Asst I | \$15.95 |
| Arianna Tenesaca | PVCC Asst I | \$15.70 |
| Chelsi Vogt | PVCC Asst I | \$16.25 |
| Samantha Vulcano | PVCC Asst I | \$15.95 |
| Stacey Zwick | PVCC Asst I | \$16.90 |

(170)

From: Frank DiMarco, Parks and Recreation

Subject: Personnel Date: January 1, 2024

Please approve the following additions/changes to personnel.

1. Michael Roman, PV Day Camp office hours @ \$20.25 NTE 100 hrs.

2. Andrew Salustri, PV Day Camp office hours @ \$21.00 NTE 100 hrs.

3. Candace Strong, PV Children's Center @ \$15.20 hr.



To:

Putnam Valley Town Board

From:

Frank DiMarco, Parks and Recreation

Subject:

Pool Facility Rental

Date:

January 12, 2024

This is a request that the Town Board authorize the Town Supervisor Jaqueline Annabi to complete an Application for Authorized Use of School Facilities for Lakeland Central School District. The application is to reserve the use of the swimming pool at Lakeland Copper Beach Middle School on April 19th, April 20th, April 21st and May 18th to facilitate the training of lifeguards for beaches at our District lakes and the Putnam Valley Day Camp.

The cost for renting this facility will not exceed \$1,700.00 and this has been included in our 2024 budget.

LAKELAND CENTRAL SCHOOL DISTRICT 1086 East Main Street, Shrub Oak, NY 10588

APPLICATION FOR AUTHORIZED USE OF SCHOOL FACILITIES

Applications must be submitted to the building principal at least 30 days in advance of the requested date of use. School related activities take precedence over other organizations' use of school buildings. The Board of Education reserves the right to reassign your scheduled activity in case of conflict.

| NAME OF ORGANIZATION: Town of Putnam Valley Parks & Recreation Department | ORG. PHONE: | Town Supervisor's Office 845-526-2121 |
|--|---|---|
| RESPONSIBLE PERSON: Jacqueline Annabi, Town Supervisor | HOME PHONE: | |
| ADDRESS: 265 Oscawana Lake Road | WORK PHONE: | Parks & Recreation Dept 845-526-3292 |
| CITY: Putnam Valley STATE: New York ZIP: 10579 | CELL PHONE: | 4-11 |
| A. DATE(S) REQUESTED: Fri, April 19th / Sat, April 20th | / Sun April 21st | / Sat May 18th |
| B. HOURS REQUESTED: 4:00-8:00 p.m. / 10:00 a.m5:00 p.m | | |
| C. LOCATION REQUESTED D. | FACILITY REQUES | |
| ☐ Lakeland High School ☐ Gymnasiur ☐ Walter Panas High School ☐ Kitchen | n | Cafeteria Auditorium |
| Alternative High School Classroom | (specify) | Additorium |
| X Lakeland Copper Beech Middle School Field (spec | | |
| ☐ Benjamin Franklin Elementary School ☐ Other → | | vimmers per session - 70 |
| ☐ Thomas Jefferson Elementary School ☐ X Pool → | One (1) Lifeguard | per thirty (30) swimmers |
| ☐ Van Cortlandtville Elementary School → | • | be used during school |
| George Washington Elementary School | • | , holidays and weekends. |
| Lincoln-Titus Elementary School | | Rules and Regulations |
| Administration | wnich are poste | ed in the pool area. |
| | | |
| E. WILL RELIGIOUS SERVICES/INSTRUCTION BE CONDUCTED? IF YES, PLEASE EXPLAIN: | YES 🗌 | NO 🗵 |
| IF YES, PLEASE EXPLAIN: | YES PROFIT: | NO 🗵 NON-PROFIT: |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults | PROFIT: | |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: | PROFIT: | NON-PROFIT:Children: _\$ |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack | PROFIT: : \$ n list, insurance or lifes | NON-PROFIT: Children: \$ quard certification if needed) |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack NAME: Cari Hallion | PROFIT: : \$ n list, insurance or lifes | NON-PROFIT: Children: \$ quard certification if needed) |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack NAME: Cari Hallion ADDRESS: CITY | PROFIT: : \$ n list, insurance or lifes | NON-PROFIT: Children: \$ quard certification if needed) : TE: ZIP |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack NAME: Cari Hallion ADDRESS: CITY 7 Jeffrey Court : C | PROFIT: : \$ n list, insurance or lifes PHONE | NON-PROFIT: Children: \$ quard certification if needed) |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack NAME: Cari Hallion ADDRESS: CITY 7 Jeffrey Court : C I. DESCRIPTION OF PLANNED EVENT: Lifeguard Training | PROFIT: : \$ n list, insurance or lifes PHONE | NON-PROFIT: Children: \$ quard certification if needed) : TE: ZIP NY 10512 |
| IF YES, PLEASE EXPLAIN: F. ESTIMATED ATTENDANCE: 15-20 LICENSED: G. WILL ADMISSION BE CHARGED? If yes, Amount for Adults PURPOSE FOR WHICH PROCEEDS WILL BE USED: H. ADULT SUPERVISORS (Coaches Lifeguards Instructors, etc. Attack NAME: Cari Hallion ADDRESS: CITY 7 Jeffrey Court : C I. DESCRIPTION OF PLANNED EVENT: Lifeguard Training | PROFIT: : \$ list, insurance or lifesed PHONE STA STA AND STUDENTS/RESI sign this application stations and agreement the Lakeland Centre and do assume complete | NON-PROFIT: Children: \$ quard certification if needed) : TE: ZIP NY 10512 DENTS? on behalf of the above ents set forth in this ral School District pertaining applete responsibility on |

Jacqueline Annabi, Town Supervisor Town of Putnam Valley

LAKELAND CENTRAL SCHOOL DISTRICT 1086 East Main Street, Shrub Oak, NY 10588

APPLICATION FOR AUTHORIZED USE OF SCHOOL FACILITIES

Town of Putnam Valley Parks & Recreation LC13MS NAME OF ORGANIZATION: LOCATION/FACILITY REQUESTED: DATE(S) REQUESTED: April 19th 4:00-8:00 p.m. TIMES: May 18th 2:00-5:00 p.m. April 20th 10:00 a.m.-5:00 p.m. April 21st 10:00 a.m. - 2:00 p.m. All signatures and requirements must be complete before authorization of facilities use is granted. DO NOT WRITE BELOW THIS LINE AVAILABLE: _____UNAVAILABLE: _____ ı. Reason if not AVAILABLE: Building Administrator or designee: Date: _____ (except fields) YES 🗌 NO 🗌 **FACILITY USAGE FEE APPLICABLE?** II. YES 🗍 NO 🗍 OTHER FEES APPLICABLE? YES NO 🗌 **ROSTER ATTACHED?** NO \square 75% LAKELAND STUDENTS/RESIDENTS? YES ON FILE LIFEGUARD CERTIFICATE: ATTACHED ON FILE **INSURANCE CERTIFICATE:** ATTACHED Name of Insurance Company: \$ Expiration Date: Amount of Liability: APPROVED: DISAPPROVED: **REASON IF NOT APPROVED:** Superintendent, Buildings and Grounds or designee: Building Principal: Date: _____

PLEASE ROUTE FOR APPROVAL:

Building Principal (except fields)

Superintendent of Buildings and Grounds

(184)

Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

1/12/2024

Re:

Ratify the proposal for LPID Carrara's Beach Storm Water Collection

System Rehabilitation project

I formally request the Town Board to accept the proposal from Landwork Contractors for the LPID Carrara's Beach Storm Water Collection System Rehabilitation project and ratify the Supervisor's signature on the contract. All labor, material, equipment and necessary cleanup is included in the price to complete the scope of work as detailed in the plans prepared by J. Robert Folchetti & Associates, LLC, dated October 2023. This work is necessary as result of the damage done by the July 2023 storm and the cost of this project will be covered by FEMA.

Three proposals were requested, two were submitted for consideration and the third declined to provide proposal.

Landwork's submitted the lowest proposal at a total cost of \$138,450.00.



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

Contract between Landwork Contractors, Inc. and the following

Client: Town of Putnam Valley 265 Oscawana Lake Road Putnam Valley, NY 10579

Job Site: Carrara's Beach Lake Peekskill, NY

Contract Dated: January 11, 2024

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

Complete the work as shown on plan titled "Carrara's Beach Stormwater Collection System Rehabilitation" Sheets 1, 2 & 3 dated October, 2023 by J. Robert Folchetti & Associates, LLC.

The total cost for the above scope of work is \$138,450.00 using NYS Prevailing Wage Labor.

Agreement: Please sign below to agree to the terms and pricing of this agreement. The signatures below bind the two parties to fully execute the agreement.

Joe Ruggiero

President, Landwork Contractors, Inc.

Town of Putnam Valley

(18b)

TOWN OF PUTNAM VALLEY DISTRICTS

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

1/11/2024

Re:

Authorize the 2024 expenditure for Barger Pond volunteers to participate in

the NYSFOLA C-SLAP program and membership

I formally request the Town Board authorize the expenditure of \$275 for the volunteers in Barger Pond to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Assessment program) for the year 2024 as a shallow site.

The fee of \$200 is for the shallow site (4 rounds of sampling) and \$75 is for the NYSFOLA membership fee as a small association. The District will cover the cost.



Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

1/12/2024

Re:

Authorize the 2024 expenditure for Roaring Brook Lake volunteers to

participate in the NYSFOLA C-SLAP program and membership

I formally request the Town Board authorize the expenditure of \$425 for the volunteers in Roaring Brook Lake to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Assessment program) for the year 2024 as a deep site.

The fee of \$300 is for the deep site and \$125 is for the NYSFOLA membership as a medium association. The District will cover the cost.



Town of Putnam Valley Districts

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

1/12/2024

Re:

District Grass Cutting Bid Request for 2024

I formally request the Town Board's authorization to go out to bid for grass cutting on District properties, for the 2024 season.

[19a]



To:

Putnam Valley Town Board

From:

Margaret DiRubba

Date:

January 11, 2024

Subject:

Authorize Town Supervisor to sign Contract with

Hydro Environmental Solutions, Inc. - Road Salt Study

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2024 contract with Hydro Environmental Solutions, Inc. to perform semi-annual water tests at 11 Seifert Lane, Putnam Valley, NY due to road salt impacts in the amount of \$1,150.00. Laboratory costs to be paid directly by the Town in the amount of \$200.00. Semi-annual testing for calcium chloride is required by the New York State DEC. This cost has been included in the 2024 budget.

AGREEMENT FOR PROFESSIONAL SERVICES

Town of Putnam Valley 2024 – Semi-Annual Groundwater Sampling – Johnson Residence

This agreement made this 21st day of December 2023 by and between HYDROENVIRONMENTAL SOLUTIONS, INC. of Two Center Street, Croton Falls, New York 10519, hereinafter referred to as "Geologist/Hydrogeologist", and Town of Putnam Valley, represented by Ms. Jacqueline Annabi hereinafter sometimes referred to as "Client", as per HydroEnvironmental Solutions, Inc. attached Cost Estimate.

In consideration of mutual promises the parties hereunto agree as follows:

1. In general, Geologist/Hydrogeologist agrees to perform professional services in connection with Client's project and to give consultation and advice to Client, prepare such studies and reports as Geologist/Hydrogeologist deems practical, feasible or necessary, and generally advise Client as to feasibility and particulars of the project. All work will be subject to Client approval before initiation.

Specifically, Geologist/Hydrogeologist shall perform the work as detailed in this Agreement and the associated cost estimate dated December 21, 2023 and attached hereto.

- 2. In exchange for his services hereunder, Client shall pay Geologist/Hydrogeologist for his time expended and for that of his employees as well as disbursements, lab fees, equipment rental and other out-of-pocket costs. Geologist/Hydrogeologist's fees hereunder shall be billed monthly and are payable where invoiced. Client agrees to pay Geologist/Hydrogeologist a total not to exceed \$1,350.00 as per the Cost Estimate for Semi-Annual Groundwater Sampling at the Johnson Residence at 11 Seifert Lane in Putnam Valley, New York. Please note that the laboratory costs will be paid directly by the Town of Putnam Valley. Unforeseen site conditions may result in cost changes to the overall project and any additional costs incurred will be billed accordingly on a time and materials basis. However, no out of scope work will be initiated without the prior written consent of our client. Any payment not received within thirty (30) days from the date of the billing constitutes sufficient cause for the Geologist/Hydrogeologist to remove himself, employees, and equipment from the job site.
- 3. All documents, including original drawings, estimates, specifications, field notes, and data are and shall become the property of the Client provided Client is current in paving billings from Geologist/Hydrogeologist.
- 4. The following are also conditions of the relationship between the Geologist/Hydrogeologist and Client:



- 1. Client shall provide the Geologist/Hydrogeologist with full disclosure of all relevant facts and circumstances affecting the project.
- Geologist/Hydrogeologist is authorized upon Client approval and at Client's expense to retain the services of other experts, employees, and professions, including but not limited to field personnel, consulting geologists, equipment rental, lab testing and the like.
- 3. In the event that the relationship is terminated, and Client seeks the Geologist/Hydrogeologist's file or material therein, the same may be done on reasonable advance notice, provided only at the time of delivery client shall pay the costs of photocopying and provided that the bill for services, costs, and disbursements has been paid and satisfied in full. Upon prior written notice of client, the files and materials in possession of the Geologist/Hydrogeologist is the property of the client. It is available upon demand in original form.
- 4. A copy of a duly executed Form C-105.21 (Statement regarding Worker's Compensation or Disability Benefits coverage) to establish that HydroEnvironmental Solutions, Inc. has complied with Section 57 of Workers' Compensation Law and Section 220 of the Disability Benefits Law will be provided. HydroEnvironmental Solutions, Inc. will provide a Certificate of Liability Insurance to the Town of Putnam Valley and the property owner as additional insured.

IN WITNESS WHEREOF, Town of Putnam Valley, represented by Ms. Jacqueline Annabi and HydroEnvironmental Solutions, Inc. have executed this agreement the day and year first above written.

HYDROENVIRONMENTAL SOLUTIONS, INC.

William A. Canavan, PG, LSRP President

Jacqueline Annabi Supervisor Town of Putnam Valley



COST ESTIMATE

2024

Hydrologic Consulting Services Road Salt in Groundwater Analysis - Johnson Residence Putnam Valley, New York

12/21/2024

| 1 | HydroEnvironmental Solutions, Implement Groundwater Sampl (includes two sampling events; 1s | ing Plan | | | | | |
|---|---|----------|-----------|----------|-------------|----|----------|
| | Project Manager | 0.5 | hr(s) @ | \$225.00 | per hour | \$ | 112.50 |
| | , 0 | | , , – | • | • | | |
| | Environmental Scientist | 3.0 | hr(s) @ | \$125.00 | per hour | \$ | 375.00 |
| | Truck/Supplies | 0.5 | days @ | \$175.00 | per day | \$ | 87.50 |
| | | | | | per event | \$ | 575.00 |
| | | | | | Subtotal 1 | \$ | 1,150.00 |
| H | Subcontractor Costs | | | | | | |
| | Laboratory ** | | | | | | |
| | (Samples per year) | | | | | | |
| | Groundwater Samples | 2.0 | samples @ | \$100.00 | each | \$ | 200.00 |
| | | rido | , , | | Subtotal 2 | \$ | 200.00 |
| | (Samples tested for Sociality, Chilotide, | | | | * | | |
| | Calcium, Magnesium and Total H | araness) | | | . 27 8 8 | | |
| | | | | | Grand Total | \$ | 1,350.00 |

^{**} Please note: all laboratory costs will be invoiced directly to and paid by the Town of Putnam Valley.

(196)



To:

Putnam Valley Town Board

From:

Margaret DiRubba

Date:

January 11, 2024

Subject:

Authorize Town Supervisor to sign Contract with

Hydro Environmental Solutions, Inc. – Road Salt – Croft Corners Study

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2024 contract with Hydro Environmental Solutions, Inc. to perform semi-annual water tests and reporting to the New York State Department of Environmental Conservation in the amount of \$7,545.00. Laboratory costs to be paid directly by the Town in the amount of \$2,800.00. Semi-annual testing for calcium chloride is required by the New York State DEC. This cost has been included in the 2025 budget.

AGREEMENT FOR PROFESSIONAL SERVICES

Town of Putnam Valley 2024 – Semi-Annual Groundwater Sampling – Crofts Corner Area

This agreement made this 28th day of December 2023 by and between HYDROENVIRONMENTAL SOLUTIONS, INC. of Two Center Street, Croton Falls, New York 10519, hereinafter referred to as "Geologist/Hydrogeologist", and the Town of Putnam Valley, represented by Ms. Jacqueline Annabi hereinafter sometimes referred to as "Client", as per HydroEnvironmental Solutions, Inc. attached Cost Estimate.

In consideration of mutual promises the parties hereunto agree as follows:

 In general, Geologist/Hydrogeologist agrees to perform professional services in connection with Client's project and to give consultation and advice to Client, prepare such studies and reports as Geologist/Hydrogeologist deems practical, feasible or necessary, and generally advise Client as to feasibility and particulars of the project. All work will be subject to Client approval before initiation.

Specifically, Geologist/Hydrogeologist shall perform the work as described in its letter to Ms. Annabi dated December 28, 2023 and attached hereto.

- 2. In exchange for his services hereunder, Client shall pay Geologist/Hydrogeologist for his time expended and for that of his employees as well as disbursements, lab fees, equipment rental and other out-of-pocket costs. Geologist/Hydrogeologist's fees hereunder shall be billed monthly and are payable where invoiced. Client agrees to pay Geologist/Hydrogeologist a total not to exceed \$7,545.00 as per the Cost Estimate for Semi-Annual Groundwater Sampling in the Crofts Corners section of Putnam Valley, New York. Please note that the laboratory costs will be paid directly by the Town of Putnam Valley. Unforeseen site conditions may result in cost changes to the overall project and any additional costs incurred will be billed accordingly on a time and materials basis. However, no out of scope work will be initiated without the prior written consent of our client. Any payment not received within thirty (30) days from the date of the billing constitutes sufficient cause for the Geologist/Hydrogeologist to remove himself, employees, and equipment from the job site. Any sums not paid within thirty (30) days from the billing shall bear interest at the rate of one percent (1%) per month. If, at any time, the financial responsibility of the Client becomes unsatisfactory to Geologist/Hydrogeologist, cash payments of satisfactory security may be demanded Geologist/Hydrogeologist. In the event of the necessity of collection of delinquent accounts, the prevailing party shall be entitled to recover from the losing party all costs of litigation, including court costs, interest, and reasonable attorney's fees.
- 3. All documents, including original drawings, estimates, specifications, field notes, and data are and shall become the property of the Client provided Client is current in paying billings from Geologist/Hydrogeologist.
- 4. The following are also conditions of the relationship between the Geologist/Hydrogeologist and Client:



Geologist/Hydrogeologist and Client:

- 1. Client shall provide the Geologist/Hydrogeologist with full disclosure of all relevant facts and circumstances affecting the project.
- 2. Geologist/Hydrogeologist is authorized upon Client approval and at Client's expense to retain the services of other experts, employees, and professions, including but not limited to field personnel, consulting geologists, equipment rental, lab testing and the like.
- 3. In the event that the relationship is terminated, and Client seeks the Geologist/Hydrogeologist's file or material therein, the same may be done on reasonable advance notice, provided only at the time of delivery client shall pay the costs of photocopying and provided that the bill for services, costs, and disbursements have been paid and satisfied in full.
- 4. If required, a copy of a duly executed Form C-105.21 (Statement regarding Worker's Compensation or Disability Benefits coverage) to establish that HydroEnvironmental Solutions, Inc. has complied with Section 57 of Workers' Compensation Law and Section 220 of the Disability Benefits Law can be provided. HydroEnvironmental Solutions, Inc. will provide a Certificate of Liability Insurance to the Town of Putnam Valley and the lending institution of choice (if requested) as additional insured, if required.

IN WITNESS WHEREOF, Town of Putnam Valley, represented by Ms. Jacqueline Annabi and HydroEnvironmental Solutions, Inc. have executed this agreement the day and year first above written.

HYDROENVIRONMENTAL SOLUTIONS, INC.

William A. Canavan, PG, LSRP

William A. Conson

President

Jacqueline Annabi Supervisor Town of Putnam Valley



TABLE 1

2024 Road Salt Sampling Town of Putnam Valley

Properties to be sampled during the 1st and 3rd Quarters

- 1. Sinchi property, 256 Oscawana Lake Road
- 2. Smith, Arthur residence, 258 Oscawana Lake Road
- 3. Delaney residence, 262 Oscawana Lake Road
- 4. Smith, Arthur residence, 266 Oscawana Lake Road (Formerly V. Smith residence)
- 5. Wilson residence, 270 Oscawana Lake Road
- 6. Kroohs residence, 283 Oscawana Lake Road
- 7. Schrade residence, 289 Oscawana Lake Road
- 8. Salaun residence, 1 Canopus Hollow Road
- 9. McKechnie residence, 9 Canopus Hollow Road
- 10. Rohan residence, 11 Canopus Hollow Road
- 11. Singh residence, 17 Canopus Hollow Road
- 12. Rooney residence, 23 Canopus Hollow Road
- 13. Rhoades residence, 359 Church Road
- 14. Reform Temple of Putnam Valley, 362 Church Road



COST ESTIMATE

2024

Hydrologic Consulting Services Road Salt in Groundwater Analysis - Crofts Corners Area Putnam Valley, New York

12/28/2023

| <u>[</u> 1 | HydroEnvironmental Solution Implement Groundwater Sampli (includes two sampling events; 14 | ng Plan * | | | | |
|---------------|--|-----------|-----------|----------|-------------|-------------------|
| | Project Manager | 3.0 | hr(s) @ | \$225.00 | per hour | \$ 675.00 |
| | Hydrogeologist | 10.0 | hr(s) @ | \$125.00 | per hour | \$ 1,250.00 |
| | Truck/Supplies | 2.0 | days @ | \$175.00 | per day | \$ 350.00 |
| | | | | | Subtotal 1 | \$ 2,275.00 |
| 2 | Compile Report | | | | | |
| | Project Manager | 5.0 | hr(s) @ | \$225.00 | per hour | \$ 1,125.00 |
| | Hydrogeologist | 20.0 | hr(s) @ | \$125.00 | per hour | \$ 2,500.00 |
| | Computer Technician | 10.0 | hr(s) @ | \$105.00 | per hour | \$ 1,050.00 |
| | Administrative | 7.0 | hr(s) @ | \$85.00 | per hour | \$ 595.00 |
| | | | | | Subtotal 2 | \$ 5,270.00 |
| | | | | | HES Total | \$ 7,545.00 |
| II 1 | Subcontractor Costs Laboratory ** (Samples partices) *** | | | | | |
| | (Samples per year) *** Groundwater Samples | 28.0 | samples @ | \$100.00 | each | \$ 2,800.00 |
| | (Samples tested for Sodium, Chloride, Calcium, Magnesium and Total Hardness) | | | | Subtotal | \$ 2,800.00 |
| | | | | | Grand Total | \$ 10,345.00 * |

^{*} HES previously received confirmation from the NYSDEC that our proposed semi-annual sampling frequency has been accepted. Therefore, sampling will take place during the 1st & 3rd Quarter of each year.



^{**} Please note: all laboratory costs will be invoiced directly to and paid by the Town of Putnam Valley.

^{***} All 14 residences are scheduled to be sampled twice a year.





To:

Putnam Valley Town Board

From:

Margaret DiRubba

Date:

January 11, 2024

Subject:

Authorize Town Supervisor to sign Contract with

Hydro Environmental Solutions, Inc. - Road Salt Study

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2024 contract with Hydro Environmental Solutions, Inc. to perform semi-annual water tests at 17 Harper Street, Lake Peekskill, NY due to road salt impacts in the amount of \$1,150.00. Laboratory costs to be paid directly by the Town in the amount of \$200.00. Semi-annual testing for calcium chloride is required by the New York State DEC. This cost has been included in the 2024 budget.

AGREEMENT FOR PROFESSIONAL SERVICES

Town of Putnam Valley 2024 – Semi-Annual Groundwater Sampling – Midlarsky Residence

This agreement made this 21st day of December 2023 by and between HYDROENVIRONMENTAL SOLUTIONS, INC. of Two Center Street, Croton Falls, New York 10519, hereinafter referred to as "Geologist/Hydrogeologist", and Town of Putnam Valley, represented by Ms. Jacqueline Annabi hereinafter sometimes referred to as "Client", as per HydroEnvironmental Solutions, Inc. attached Cost Estimate.

In consideration of mutual promises, the parties hereunto agree as follows:

1. In general, Geologist/Hydrogeologist agrees to perform professional services in connection with Client's project and to give consultation and advice to Client, prepare such studies and reports as Geologist/Hydrogeologist deems practical, feasible or necessary, and generally advise Client as to feasibility and particulars of the project. All work will be subject to Client approval before initiation.

Specifically, Geologist/Hydrogeologist shall perform the work as detailed in this Agreement and the associated cost estimate dated December 21, 2023 and attached hereto.

- 2. In exchange for his services hereunder, Client shall pay Geologist/Hydrogeologist for his time expended and for that of his employees as well as disbursements, lab fees, equipment rental and other out-of-pocket costs. Geologist/Hydrogeologist's fees hereunder shall be billed monthly and are payable where invoiced. Client agrees to pay Geologist/Hydrogeologist a total not to exceed \$1,350.00 as per the Cost Estimate for Semi-Annual Groundwater Sampling at the Midlarsky Residence at 17 Harper Street in Lake Peekskill, New York. Please note that the laboratory costs will be paid directly by the Town of Putnam Valley. Unforeseen site conditions may result in cost changes to the overall project and any additional costs incurred will be billed accordingly on a time and materials basis. However, no out of scope work will be initiated without the prior written consent of our client. Any payment not received within thirty (30) days from the date of the billing constitutes sufficient cause for the Geologist/Hydrogeologist to remove himself, employees, and equipment from the job site.
- 3. All documents, including original drawings, estimates, specifications, field notes, and data are and shall become the property of the Client provided Client is current in paying billings from Geologist/Hydrogeologist.
- 4. The following are also conditions of the relationship between the Geologist/Hydrogeologist and Client:



- 1. Client shall provide the Geologist/Hydrogeologist with full disclosure of all relevant facts and circumstances affecting the project.
- 2. Geologist/Hydrogeologist is authorized upon Client approval and at Client's expense to retain the services of other experts, employees, and professions, including but not limited to field personnel, consulting geologists, equipment rental, lab testing and the like.
- 3. In the event that the relationship is terminated, and Client seeks the Geologist/Hydrogeologist's file or material therein, the same may be done on reasonable advance notice, provided only at the time of delivery client shall pay the costs of photocopying and provided that the bill for services, costs, and disbursements has been paid and satisfied in full. Upon prior written notice of client, the files, and materials in possession of the Geologist/Hydrogeologist is the property of the client. It is available upon demand in original form.
- 4. A copy of a duly executed Form C-105.21 (Statement regarding Worker's Compensation or Disability Benefits coverage) to establish that HydroEnvironmental Solutions, Inc. has complied with Section 57 of Workers' Compensation Law and Section 220 of the Disability Benefits Law will be provided. HydroEnvironmental Solutions, Inc. will provide a Certificate of Liability Insurance to the Town of Putnam Valley and the property owner as additional insured.

IN WITNESS WHEREOF, Town of Putnam Valley, represented by Ms. Jacqueline Annabi and HydroEnvironmental Solutions, Inc. have executed this agreement the day and year first above written.

HYDROENVIRONMENTAL SOLUTIONS, INC.

William A. Canavan, PG, LSRP President

Jacqueline Annabi Supervisor Town of Putnam Valley



COST ESTIMATE

2024

Hydrologic Consulting Services Road Salt in Groundwater Analysis - Midlarsky Residence Lake Peekskill, New York

12/21/2024

| 1 | HydroEnvironmental Solutions, I Implement Groundwater Samplin (includes two sampling events; 1st | ng Plan | | | | |
|---|--|---------|-----------|----------|-------------|----------------|
| | | 0.5 | hr(s) @ | \$225.00 | per hour | \$ 112.50 |
| | Environmental Scientist | 3.0 | hr(s) @ | \$125.00 | per hour | \$ 375.00 |
| | Truck/Supplies (| 0.5 | days @ | \$175.00 | per day | \$ 87.50 |
| | | | | | per event | \$ 575.00 |
| | | | | | Subtotal 1 | \$ 1,150.00 |
| П | Subcontractor Costs | | | | | |
| | Laboratory ** | | | | | |
| | (Samples per year) | | | | | |
| | | 2.0 | samples @ | \$100.00 | each | \$ 200.00 |
| | (Samples tested for Sodium, Chlor | ide. | | | Subtotal 2 | \$ 200.00 |
| | Calcium, Magnesium and Total Ha | | | | | |
| | | , | | | Grand Total | \$ 1.350.00 |

^{**} Please note: all laboratory costs will be invoiced directly to and paid by the Town of Putnam Valley.





To:

Putnam Valley Town Board

From:

Margaret DiRubba, Administrative Service Coordinator

Date:

January 16, 2024

Subject:

Authorize Supervisor to sign Computer

Lease Purchase Agreement

I formally request the Putnam Valley Town Board authorize the Town Supervisor to sign a Lease Agreement with Hewlett Packard Enterprise Financial Services, 200 Connell Drive, Berkley Heights, NJ 17922 for the replacement of 10 desktop computers for town staff for a total cost of \$15,150.00. The lease payment will be \$470.60 a month for 36 months (3 years) with a \$1.00 buy-out option. This Agreement is for purposes of upgrading equipment on a rolling basis. Equipment will be provided through CDW Government and is part of the Hewlett Packard Information Technology Umbrella State Contract. Funding has been included in the 2024 Budget. This is subject to final approval of the contract by the Town Attorney.

Business Lease Agreement

Hewlett-Packard Financial Services Company ("Lessor") 200 Connell Drive, Berkeley Heights, NJ 07922 Lease Number: 225696348400004

| To the second se | NIV | VENDOR NAME: CDW | |
|--|---|--|--|
| LESSEE(full legal name): Town of Putnam Valle | y INT | VERIBOROUS INC. | |
| | | Description and the second sec | Oscawana Lake Rd, Putnam Valley, NY, 10579, |
| LESSEE BILLING ADRESS: 265 Oscawana Lak UNITED STATES | te Rd, Putnam Valley, NY, 10579, | UNITED STATES | scawana Lake Ro, Fullian Valley, NT, 10075, |
| CONTACT DETAILS: Margaret DiRubba T: | E: mdirubba@putnamvalley.qov | Tax ID Number: | |
| Down Payment, if required: \$N/A Tax of Periodic Lease Payment: \$470.60 Tax of Documentation Fee: \$Exempt Total | od: Monthly Payable: Arrears on Down Payment (if applicable) \$N/A on Periodic Lease Payment (if applicabl I First Payment: \$470.60 End-of-Terr | m Option: TEIS | |
| The payment of any Down Payment reflected he taxes, and/or (b) any other "Down Payment" (de Lease and shall be credited against the original Lease Payment, any applicable taxes, and the D | ofined herein below). "Down Payment sha cost of the Equipment leased under this Le Documentation Fee.) Pricing Expiration | all mean such amount determined ease. (The Total First Payment sha n Date: 3/31/2024 | Ill include any Down Payment, the first Periodic |
| LESSEE REPRESENTS THAT ALL ACTION REQ BEEN TAKEN, THE UNDERSIGNED HAS READ, | UIRED TO AUTHORIZE EXECUTION OF UNDERSTANDS AND HEREBY AGREE | S TO ALL OF THE TERMS AND C | CONDITIONS SETT ORTHIN THIS ED ICE. |
| LESSEE: Town of Pulnam Valley NY | | ACCEPTED BY HEWLETT-PAC | KARD FINANCIAL SERVICES COMPANY: |
| By: Printed Name | s: | By: | Printed Name: |
| | , | Date: | Title: |
| Date: Title | | | |
| Institution identified below ("DFI") and debit the lease payments and any other applicable paym | same to the Account for: X (a) the 10 ents of taxes and/or other fees payable by its that: (a) the undersigned is a duly authors, and (c) if the Account is closed for an | tal First Payment required under the Lessee to Lessor according to an orized representative of Lessee, (by reason whatsoever, that Lessee | will enter into a new Authorization Agreement for herein. |
| Name of Dri | | | |
| City | | Account number | |
| State Zip | | Branch | |
| This authorization will remain in full force Agreement for Direct Payments in such tim | and effect until Lessee provides Lessee and in such manner as to afford Lessee | sor with written notification of sor and DFI a reasonable opport | Lessee's termination of this Authorization unity to act upon such termination. |
| Signature of Duly Authorized Representative o | | | Date: |
| Important Notification about ACH Debits: Les until the ACH debits are implemented as to this receive invoices from Lessor that will be labeled debits are implemented. **Please attach voided | Lease Agreement. Lessee must remit all t as "For Notification Purposes Only. We w | | set forth above. Lessor will invoice Lessee directly heir respective due date. Lessee will continue to it for the amount(s) described above once ACH |
| Equipment information See Partner Sales Quo | te #NQVJ196 for Detailed Equipment Des | scription | DAT 450 00 |
| Product Name | | | e: \$15,150.00 |
| ACCEPTANCE CERTIFICATE - To: Hewlett-Pactor to the Equipment Location specified above, inspeby Lessee under this Lease as of the Acceptance | cted by Lessee and found to be in good op | acknowledges that the Equipment operating order and condition, and ha | described in this Agreement has been delivered as been unconditionally and irrevocably accepted |
| CUSTOMER: Town of Putnam Valley NY Title: | Signed by: Printed name: | | Date: |
| | | | |

1. Purpose. This lease (this "Lease") refers throughout to Lessee as "you" or "your" and to Lessor as "we", "us" or "our". In consideration of our purchase of the equipment described above (the "Equipment"), you hereby lease the Equipment from us for your business purposes only subject to all terms and conditions of this Lease. You acknowledge that you selected the vendor identified above (the "Vendor") and all the Equipment without our assistance. You warrant to us that you have received, reviewed and approved your vendor's written supply contract covering the equipment terms of sale and warranties. You hereby authorize us to purchase the equipment in reliance solely upon your statements herein. By your signature, you shall be deemed to have irrevocably accepted the equipment 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us the Acceptance Certificate above upon our request. "Acceptance Date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of this lease shall begin on the Acceptance Date.

2. Payments. You agree that this Lease is a non-cancellable net lease so you will pay all costs, fees, taxes (e.g. property, sales and use taxes) or other charges connected with the Lease and the Equipment, as well as all costs for insurance, repairs, maintenance, shipping, and filling fees. You shall pay us (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor (a) in the case of Leases an amount equal to the Daily Rent multiplied by (i) 15 days if Rent is payable monthly or (ii) 45 days if Rent is payable quarterly; or (b) in the case of Financings an amount equal to the Daily Rent multiplied by the number of days from and including the Funding Date up to but excluding the first day of the month or quarter (as applicable) in which the First Payment Date occurs. You agree to pay a one-time documentation fee in the amount specified above with the first Lease payment to cover account-setup costs.

If you do not elect to either purchase the Equipment, renew the Lease or return the Equipment by the end of the Lease term in accordance with the terms of Section 4, or you fail to comply with your obligations arising from the election, you will continue to pay the original Lease payments for any full or partial Period that you keep the Equipment.

This Lease is intended to be a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code (in effect in any applicable jurisdiction, the "UCC"). The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A of the UCC shall have no effect on the characterization of this Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles.

If this Lease is ever deemed by a court of competent jurisdiction or by the express intention of the parties to be a lease intended for security then to secure payment and performance of your obligations under this Lease you hereby grant us a purchase money security interest in the Equipment and in all attachments, accessories, additions, products, replacements, and proceeds (including insurance proceeds) to and of the Equipment.

You hereby authorize us to file a financing statement to give public notice of (a) our ownership of the Equipment and (b) in the case of a Lease intended for security, our security interest in the Equipment. You hereby authorize us to modify any Lease payment by up to ten percent (10%) if the actual cost of the Equipment at acceptance varies from the original estimate and to complete or modify any Equipment description above or any related document to accurately describe the Equipment actually accepted by you.

3. Equipment. EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. You can only make any claim relating to the Equipment against the Vendor or manufacturer, and you waive any such claim against us. We hereby assign any Equipment warranties during the Lease term for your exercise at your expense. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU AGREE TO MAKE PAYMENTS TO US WHEN DUE, UNCONDITIONALLY, WITHOUT ABATEMENT OR OFFSET FOR ANY CAUSE AND REGARDLESS OF ANY PROBLEMS WITH THE EQUIPMENT, VENDOR, OR US AND YOU WAIVE ANY CLAIM OR DEFENSE TO ANY LEASE PAYMENT. You shall indemnify us, our employees, officers, directors, agents and assignees from and against all claims, actions, costs, damages and judgments arising out of or in connection with any matter involving this Agreement and the Equipment.

You agree not to move the Equipment or to transfer, sell, sublease, or encumber either the Equipment or any rights under this Lease without our prior written consent. We may freely assign our rights and interests under this Lease without notice to you or your consent. You agree that our assignee will have the same rights and remedies as we do and that our assignee's rights will not be subject to any claims or defenses you may have against us. You and any quarantor hereby authorize us to share information about you and any quarantor (including personally identifiable information) with our assignees, potential assignees, the Vendor and other third parties providing services to us. We own the Equipment and, unless you have selected a \$1.00 End of Term Purchase Option, we retain all benefits of ownership and you agree not to take any position inconsistent with our ownership. You are solely responsible for the installation, operation, and maintenance of the Equipment, will keep it in good condition, will use it in compliance with applicable law, and will not attach it to building fixtures. You bear all risk of loss or damage to or from the Equipment arising prior to its return to us and will have it duly insured against all risk of loss and damage up to the greater of its replacement value or the Stipulated Loss Value (as defined below) and against public liability for bodily injury or damage to properly ansing in connection with the Equipment. You will provide to us a certificate showing that you have such insurance coverages, naming us as loss payee. Upon the occurrence of any loss or irreparable damage to the Equipment ("Casually Loss"), you agree to immediately (a) replace the affected Equipment with equipment of equivalent or better value and supplied by a manufacturer acceptable to us or (b) pay us an amount ("Stipulated Loss Value") which is the sum of (i) all arrears in Lease payments as of the date of payment of the Stipulated Loss Value, if any (ii) all Lease payments payable from the date of payment of the Stipulated Loss Value up until expiry of the term (discounted at a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us (the "Discount Rate"), compounded monthly) and (iii) an amount equal to the estimated Fair Market Value of the Equipment at the end of the Term.

You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

You are familiar with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other analogous anti-corruption legislation in other jurisdictions in which you conduct business or which otherwise apply to you, and with related regulations (collectively the "Anti-Corruption Laws"). You shall not in connection with this Lease: (i) make any improper payment or transfer anything of value, offer, promise or give a financial or other advantage or request to, or agree to receive or accept a financial or other advantage from, either directly or indirectly, any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage; or (ii) take any action which would cause us to be in violation of any Anti-Corruption Laws. You shall promptly notify us if you become aware of any violation of the representations and covenants set forth in this paragraph.

4. End of Term Options. If you have fully complied with this Lease, you may choose one of the following options upon the expiration of the applicable term on an "all or none" basis provided you give us not less than ninety (90) days prior written notice: (i) purchase the Equipment for the Purchase Price (as defined below) on an "as-is, where-is" basis, without any representations or warranties, (ii) renew the Lease at the fair market rental value for an arm's length transaction as determined by us, or (iii) return the Equipment, at your expense, to a location designated by us on or before the last day of the Lease term.

"Purchase Price" means (a) if you have selected a FMV End of Term Purchase Option, an amount equal to the fair market value of the Equipment in an arm's length transaction as determined by us (plus all applicable taxes), or (b) if you have selected a \$1.00 End of Term Purchase Option an amount equal to one dollar (\$1.00) (plus all applicable taxes). For any Equipment to be returned to us, the Equipment must be in the same condition as when delivered to you, reasonable wear and tear excepted, and you agree to (a) remove any identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment in accordance with the manufacturer's guidelines. All Equipment returned to us, including any memory, drives or other integrated components, parts or accessories, must be authentic manufacturer equipment configured only in compliance with that manufacturer's specifications and recommendations, and which is not counterfeit, trade mark infringing, stolen, leaked, fraudulent or otherwise unlawful. You shall return to us all copies of any operating system software that you received with the Equipment.

5. Default. If you do not pay or perform any obligation under this Lease within 10 days of nen such payment or performance is due, or you or any guarantor die, become insolvent or unable to pay debts when due; stop doing business as a going concern; merge, consolidate, transfer all or substantially all of your assets; make an assignment for the benefit of creditors, file bankruptcy, appoint a trustee or receiver or undergo a material adverse change in your financial or operating condition, we can do any or all of the following: (1) accelerate without notice all payments provided for in this Lease (discounted at the Discount Rate), (2) immediately repossess the Equipment or (absent Equipment repossession or return) claim a further amount equal to Stipulated Loss Value from you, (3) collect all costs of collection, including any bad check charges and reasonable attorneys' fees, (4) collect lost tax benefits and all unpaid amounts due hereunder, (5) sell or relet the Equipment, and (6) exercise all other remedies available to us. If we do not receive any payment when due, you will pay a one-time late charge on any overdue payment equal to the greater of \$.10 per dollar for each late payment, or \$15 (to compensate for the cost and expense of collecting and processing the late payment), plus a charge of 1 1/2% of the late payment for every month after the first month in which the payment is late (for damages including our inability to reinvest the late amount), but in any case, never to exceed more than the maximum charge allowed by law, Your payments may be applied, as we elect, first to the oldest amount due. Our action or failure to act on any one remedy shall not constitute an election of such as our sole remedy. Any provision of this Lease is severable if unenforceable. Any action or claim by you against us shall be commenced within one year after the cause of action arises or be forever barred.

6. Miscellaneous.

6.1 You agree to sign such other documents and take such other actions as we may require to accomplish the intent and purpose of this Lease. All of your representations, warranties and obligations hereunder shall survive the termination of this Lease. All notices, demands and other communications required to be given under this Lease shall be in writing and shall be deemed to have been given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service.

6.2 TIME IS OF THE ESSENCE. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NEW JERSEY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JURISDICTION. YOU WAIVE ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO UCC ARTICLE 2A SECTION 303 AND SECTIONS 508 THROUGH 522. You acknowledge that neither any Vendor nor any Equipment salesperson is an agent of ours nor are they authorized to waive or after the terms of this Lease. Their representations in no way affect any of our rights and obligations as herein set forth.

6.3 We may accept signature to this Lease or other related agreements through Docusign, Adobe or any other approved electronic means (any such document, an "Electronic Document") as exchanged with your electronic mail or other address that you have identified to us. If we receive and accept by signing an Electronic Document reflecting your signature then you agree that (1) the Electronic Document will be enforceable in accordance with its terms; (2) the Electronic Document will be deemed to be (i) a "writing" or "in writing" and (ii) an "original" when printed from our electronic files or records established and maintained in the normal course of business; (3) neither party will contest the validity or enforceability of the Electronic Document; (4) the Electronic Document will be admissible as evidence in any judicial proceeding the same as if it was an ink-signed document; (5) each party will use commercially reasonable security measures to protect and record signatures to and delivery of Electronic Documents only by identifiable authorized persons; and (6) each party will be responsible for (1) any unauthorized access to or processing of Electronic Documents within its own organization and (ii) the failure of its security measures. If you do not wish to sign an Electronic Document electronically, you may notify us in writing and thereafter we will not use Electronic Documents with you as stated.

6.4 You acknowledge that certain personal information may be communicated to us in the course of the performance of the Lease and will be used by us to administer our rights and obligations under the Lease and any other agreement entered into between you and us. You confirm that you have obtained any requisite consent to the disclosure and processing of such information by us for that purpose. All such personal data will be processed in accordance with the Hewlett Packard Enterprise privacy policy in force from time to time (available at www.hpe.com). You authorize us to share information related to this Lease with our affiliates for any reason and any third party as necessary to fulfill our obligations under this Lease.

6.5 If the Equipment includes software and the relevant licensor has authorized us to make the software available for your use under this Lease, you assign to us all of your right, title and interest in the relevant software license agreement (the "License"). Such assignment is an assignment of rights only and you will remain subject to all obligations and liabilities under the License except for the obligation to pay for the License after your execution and delivery of all documentation necessary to establish your acceptance of the software. At the end of the term of this Lease and provided you are not in default we will assign all rights, title and interest in the License back to you.

6.6 By signing a copy of this Lease where required above (either on paper or electronically) and providing the deposit account information required above, you are agreeing to all of the terms and conditions of this Lease, each of which is hereby incorporated by reference into this Business Lease Agreement. This Lease shall become effective upon our acceptance hereof but we will have no obligation to purchase the Equipment until you have accepted it as set forth above.

Guaranty

GUARANTY (upon request). In consideration of this Lease, you (the "Guarantor") absolutely, irrevocably and unconditionally guarantee to us the full and prompt payment, observance and performance when due of all obligations of Lessee (the "Guaranteed Obligations"). You waive (i) diligence, presentment, demand for payment, protest or notice of any default under this Lease, (ii) notice of waivers or indulgences given to you or Lessee, and any requirement that we proceed first against Lessee or defenses, offsets and counterclaims against us, any right to the benefit of any security or statute of limitations, and any requirement that we proceed first against Lessee or any collateral security. Until the Guaranteed Obligations have been paid and performed in full, you will not have any right of subrogation. Guarantor shall pay all costs of enforcement and collection including altorneys' fees. Guarantor agrees that: (i) this Guaranty constitutes an Electronic Document under section 6.3 of the Lease and (ii) Guarantor agrees to the provisions of such section 6.3. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY, GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN NEW JERSEY, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY. Signed by:_____ Name: Address: Soc. Sec #:

¹Authorized to do business in the name of Hewlett-Packard Financial Services Company Inc. in Alabama and New York

STATE AND LOCAL GOVERNMENT ADDENDUM ("ADDENDUM") TO BUSINESS LEASE AGREEMENT NO. 225696348400004 DATED January 10, 2024, BETWEEN HEWLETT-PACKARD FINANCIAL SERVICES COMPANY AND Town of Putnam Valley NY AND ANY AND ALL SCHEDULES AND EXHIBITS THERETO (TOGETHER, THE "LEASE")

The parties to the above-captioned Lease hereby agree that the following provisions shall be incorporated into the Lease and made a part thereof. Capitalized or other terms defined in the Lease and used in this Addendum shall have the meanings ascribed to them in the Lease unless otherwise expressly defined herein.

NONAPPROPRIATION. Notwithstanding anything contained in this Lease to the contrary, in the event that sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available from other legally available sources in any fiscal period as noted below ("Fiscal Period") for the Lease payments and other amounts due under the Lease, the Lease shall terminate on the last day of your Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to you of any kind whatsoever, except as to the portions of payments due under the Lease or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. You will immediately notify us or our assignee of the occurrence of nonappropriation. In the event of such termination, you shall, at your sole expense and risk, immediately return the Equipment to us. Upon return, the Equipment must be in the same condition as when you first received it (excepting only reasonable wear and tear) and include all original parts, attachments and accessories. If requested, you agree to execute and deliver to us all documents we reasonably request to evidence the transfer of legal and beneficial title to such Equipment to us, if applicable, and to evidence the termination of your interest in such Equipment. We will have all legal and equitable rights and remedies to take possession of the Equipment. At our request, you shall promptly provide supplemental documentation as to such nonappropriation satisfactory to us. Our exercise of rights pursuant to this Addendum shall not affect the survival of any indemnity and other provisions (other than the obligation to make the payments due under the Lease through the end of the then current Fiscal Period), which survive the termination of the Lease.

LESSEE WARRANTIES. You represent, warrant and covenant to us with respect to the Lease that: (a) you are an agency or department of, or a political subdivision of the state in which you are located; (b) you have the power and authority to enter into the Lease; (c) since the date of your most recent annual financial statement, there has been no material adverse change in your financial condition, or the level of assessment or collection of taxes by you; (d) the Equipment is essential to your immediate performance of a governmental or proprietary function within the scope of your authority and will be used during the Initial Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Initial Term of the Lease; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (g) there has been no material change in the budget for your current Fiscal Period since its adoption and such budget was prepared in accordance with generally accepted accounting principles in the United States in effect at that time; (h) your obligations to make the scheduled Lease payments and any other amounts due under the Lease constitute your current expense and not debt under applicable state law; and (i) no provision of the Lease constitutes a pledge of your taxes or general revenues.

TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision or agency or department of the State in which Lessee is located; (ii) a portion of the Installments is interest based on the total Financed Items cost as shown on the Agreement and such interest portion of the Installments shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Installments payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Financed Items during the term of the financing; (viii) Lessee have never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which Lessee has been a party.

(b) This Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of Lessee's representations, warranties and covenants in Subsection (a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Agreement) the same rate of return that we would have realized had there not been a loss or disallowance of such

benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Agreement) the same rate of return that we would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

CHOICE OF LAW. THIS LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF THE EQUIPMENT LOCATION.

SELF-INSURANCE. Upon our prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, you may self-insure with respect to the risks described in the Lease, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect to such insurance risk.

INDEMNITY. The various indemnifications granted by you in the Lease shall be limited to the extent required by your applicable state law.

GUARANTY. All terms and conditions in the Lease relating to a guarantor or to a guaranty shall not apply to you or to your Lease.

PAYMENT IN ARREARS. All regularly scheduled Lease payments due by you under the Lease shall be payable in arrears.

DEPOSIT ACCOUNT INFORMATION. You shall not be required to provide to us your deposit account information; we shall not initiate debit entries to your checking account as described in the Lease.

Your Fiscal Period is a twelve month period ending on December 31, 2023.

Except as specifically modified herein, all provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the date first set forth above.

| LESSEE: TOWN OF PUTNAM VALLEY NY | HEWLETT-PACKARD FINANCIAL SERVICES COMPANY |
|----------------------------------|--|
| Ву: | Ву: |
| Name | Name: Paloma Sande |
| Title | Title: Customer Delivery Manager |

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

MARGARET DIRUBBA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NQVJ196 | 11/29/2023 | 10 COMPUTERS | 5793991 | \$15,150.00 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| 19 - 2 GO Week lotton - 1 - Intel Com IV Nexadect - re (46 - 200) 17-15200 1 Mfg. Part#: 87C25UT#ABA | 10 | 7423806 | \$1,300.00 | \$13,000.00 |
| Contract: Capitol Region Educational Council (022-G) 68 532 65 22" Class Foll (0 LCD Monitor - 16 9 - Piece Silver | 10 | 7314852 | \$215.00 | \$2,150.00 |
| Mfg. Part#: 6N4E8AA#ABA Contract: Capitol Region Educational Council (022-G) | | | | |

| \$15,150.00 | SUBTOTAL | |
|-------------|-------------|--|
| \$0.00 | SHIPPING | |
| \$0.00 | SALES TAX | |
| \$15,150.00 | GRAND TOTAL | |
| | | |

| PURCHASER BILLING INFO | DELIVER TO |
|--|---|
| Billing Address: TOWN OF PUTNAM VALLEY **NEED VOUCHER** 265 OSCAWANA LAKE RD ACCOUNTS PAYABLE PUTNAM VALLEY, NY 10579-2045 Phone: (845) 526-2121 Payment Terms: Net 30 Days-Govt State/Local | Shipping Address: TOWN OF PUTNAM VALLEY **NEED VOUCHER** 265 OSCAWANA LAKE RD ACCOUNTS PAYABLE PUTNAM VALLEY, NY 10579-2045 Phone: (845) 526-2121 Shipping Method: UPS Ground (2 - 3 day) |
| | Please remit payments to: |
| | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 |



Sales Contact Info

Angelo Cappetta | (855) 822-9415 | annein@cdwg.ccus

Hewlett Packard Enterprise

Hewlett Packard Enterprise Financial Services An HPE Company

200 Connell Drive Berkeley Heights, NJ, 07922

November 30, 2023

Hewlett Packard Enterprise Financial Services Company "HPEFS" is pleased to provide TOWN OF PUTNAM VALLEY, NY with the following proposal for a possible lease/financing transaction with HPEFS subject to the terms of this letter.

Hewlett Packard Enterprise Financial Services Company

Lessee:

TOWN OF PUTNAM VALLEY, NY

Supplier/Vendor:

CDW-G

Lease Plan/Type:

\$1,00 Purchase Option

Lease Term/Term (in months) 36

Equipment:

See attached equipment list

Payment Structure:

Cost/Cash Price Payment Factor Payment Amount 0.03106

Full Payout / Finance Lease / Soft Cost - HPI only

\$15,150

\$470.60

\$470,60 TOTAL \$15 150 0.03106

The Payment Factor(s) and Payment Amount(s) above are based on the Products, Product mix and Cost/Cash Price in the attached equipment list. These will be subject to change if quote changes.

Payment Frequency: Monthly Total Number of Payments: 36

Quote Expiration:

The pricing set forth in this proposal shall expire as of 2/29/2024

Net Lease:

Lessee shall be responsible for any and all taxes , fees, maintenance, insurance, registration and other fees and charges relating to the purchase, lease, ownership, possession and use of the Equipment.

End of Lease Term Options:

FMV Purchase Option (applicable only if Lease Plan above is FMV purchase option):

Upon expiration of the original FMV lease term, Lessee may exercise the following options:

a) Continue to lease on a month-to-month basis b) Renew and extend lease at a reduced rate c) Request a Fair Market Value buyout from HPEFS

d) Return the equipment to HPEFS

\$1.00 Purchase Option (applicable only if Lease Plan above is \$1.00 purchase option); Upon expiration of the

\$1.00 Buyout lease term, Lessee may purchase the equipment for \$1.00

Documentation:

All documentation to be provided by HPEFS, and is subject to the parties' agreement on mutually acceptable

Confidentiality:

This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed

by Lessee to any third party

Basis of Proposal:

This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without

cause and without any liability whatsoever.

Expiration Date:

If HPEFS does not receive this proposal letter executed by TOWN OF PUTNAM VALLEY, NY, by the 15th of the prior month, same year, from the above Rate Expriration date, this proposal letter shall expire and will no longer be effective unless extended by HPEFS.

HPEFS trusts you find the above proposal acceptable to your needs. If you have any questions concerning the proposal please contact me. In addition, please let me know if you would like us to present alternative terms and pricing that may better suit your needs.

Sincerely.

HEWLETT PACKARD ENTERPRISE FINANCIAL SERVICES COMPANY

TOWN OF PUTNAM VALLEY, NY HPEFS FAM: Capria/Shepard E-mail: czra shepardór/hpe.com 970-898-4052 Phone:



TO:

TOWN BOARD

FROM:

JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT:

Time Shred Services Inc.

DATE:

January 12, 2024

RESOLVE, that the Town Board authorize the Supervisor to enter into and sign a contract with Time Shred Services, Inc. for the purposes of providing shredding services to Putnam Valley residents at our Community Shred Events on Sunday, April 21st, 2024 and on Sunday, October 20th, 2024. The total cost for the year is \$2,392.00, representing \$299.00 per hour for a total of eight (8) hours, four (4) hours on each day. The cost for our Community Shred Events has been included in the 2024 Budget.



TOWN OF PUTNAM VALLEY

COMMUNITY SHRED EVENT CONTRACT 2024

This contract, is made by and between the Town of Putnam Valley, NY, a municipal corporation, hereinafter referred to as the "Town", located at 265 Oscawana Lake Road, Putnam Valley, NY 10579, and Time Shred Services, Inc., a for-profit corporation hereinafter referred to as the "Time Shred", located at 195 Croton Avenue, Mount Kisco, NY 10579.

WHEREAS, the parties desire to enter into an agreement pursuant to which Time Shred will provide mobile shredding services for two (2) community shredding events hosted by the Town as set forth below:

| 1 | Data | οf | Events: | |
|---|------|-----|---------|--|
| ı | Dale | OI. | evenis: | |

Sunday, April 21, 2024

Sunday, October 20, 2024

(hereinafter referred to as the "Event")

Location:

Town of Putnam Valley Parking Lot

265 Oscawana Lake Road Putnam Valley, NY 10579

(hereinafter referred to as the "Location")

Time:

10:00 a.m. through 2:00 p.m.

WHEREAS, Time Shred shall provide one (1) driver and one (1) large truck, with the capacity to hold up to fifteen thousand pounds (15,000 lbs) of paper, for the purposes of providing on-site mobile shredding services as outlined above. Time Shred hereby confirms that its driver will remove all paper, and residue materials, from the Location at the end of the Event.

WHEREAS, Time Shred understands that the Event is open to the community at large in the municipality of Putnam Valley, in the style of a drive-through event, and that the Town has no indication or prediction of how many residents will attend the Event or how many pounds of paper will be generated at the Event.

WHEREAS, the Town shall pay Time Shred the total sum of One Thousand One Hundred and Ninety-Six Dollars (\$1,196.00) for each Event, which reflects Time Share's rate of Two Hundred and Ninety Nine Dollars (\$299.00) per hour for a period of four (4) hours on each of the dates of the Event referenced above. The Town is a tax-exempt entity and shall provide evidence of the same upon request.

| By: | Dated: | |
|---|--------|--|
| Jacqueline Annabi Supervisor for the Town of Putnam Valley | 3 | |
| By: | Dated: | |
| | | |

TIME SHRED SERVICES, INC.

Town of Putnam Valley

TO:

Town Board

FROM:

Maria Angelico

SUBJECT:

Budget Transfers and Amendments

DATE:

January 17, 2024

Hereby request your approval of the attached Budget Transfers and Amendments for Year-End December 2023.

TOWN OF PUTNAM VALLEY

GLR4150 1.0 Page 1 of 2

Budget Adjustment Form

Year:

2023

Period: 12

Trans Type:

B1 - Transfer

Status: Posted

Trans No:

118780

Trans Date: 12/29/2023

User Ref:

MANGELICO

01/17/2024

Requested:

Approved: Description: YEAR END 2023 BUDGET TRANSFERS

MANGELICO Created by:

> Account # Order: Yes Print Parent Account: No

| Account No. | Account Description | Amount |
|-------------|---|------------|
| A.1010.400 | TOWN BOARD.PLANNING/LEGAL CONSULTING | 530.72 |
| A.1110.424 | JUSTICE COURT.CONTRACTUAL | 760.59 |
| A.1220.120 | DEPUTY SUPERVISOR.PERSONAL SERVICE | 0.06 |
| A.1220.130 | SUPERVISOR.COMP EMPLOYEES | -0,06 |
| A.1220.130 | SUPERVISOR, COMP EMPLOYEES | -262.56 |
| A.1220.424 | SUPERVISOR.CONTRACTUAL | 262.56 |
| A.1320.410 | AUDITOR.GASB CONSULTANT | -0.20 |
| A.1340.110 | BUDGET OFFICER.PERSONAL SERVICE | 0.20 |
| A.1410.130 | TOWN CLERK.COMP EMPLOYEES | -1,167.41 |
| A.1410.424 | TOWN CLERK.CONTRACTUAL | 1,167.41 |
| A.1420.400 | LAW.SPECIAL LEGAL COUNSEL | 173.37 |
| A.1420.424 | LAW.CONTRACTUAL | -173.37 |
| A.1620.400 | BUILDINGS,CONTRACTUAL | -4,107.10 |
| A.1620.410 | TH BUILDINGS.HEATING & FUEL | -428.12 |
| A.1620.410 | TH BUILDINGS.HEATING & FUEL | -72.12 |
| A.1620.411 | BUILDINGS.WATER EXPENSES | 428.12 |
| A.1620.430 | BUILDINGS.POWER & LIGHT | 72.12 |
| A.1620.440 | BUILDINGS.SUPPLIES & MAINTENANCE | 4,107.10 |
| A.1980.420 | PAYMENT OF MTA PAYROLL TAX | 112.41 |
| A.1990.400 | CONTINGENT ACCOUNT | -530.72 |
| \.1990.400 | CONTINGENT ACCOUNT | -760.59 |
| A.1990.400 | CONTINGENT ACCOUNT | -112.41 |
| A.3620.210 | INSPECTORS, SCANNING SOFTWARE & UPDATES | -4,439.94 |
| A.3620.424 | INSPECTORS.CONTRACTUAL | 4,439.94 |
| A.5010.424 | HIGHWAY SUPT.CONTRACTUAL | 60.27 |
| A.5132.400 | GARAGE.CONTRACTUAL | -60.27 |
| A.7110.200 | PARKS.EQUIPMENT | -1,404.36 |
| A.7110.400 | PARKS.CONTRACTUAL | 1,404.36 |
| OA.5110.400 | GENERAL REPAIRS.CONTRACTUAL | 4,269.39 |
| DA.5110.410 | FUEL | 10,391.80 |
| OA.5110.800 | GENERAL REPAIRS.UNIFORMS | 383.68 |
| OA.5130.200 | MACHINERY.EQUIPMENT | -21.47 |
| DA.5130.200 | MACHINERY.EQUIPMENT | -10,683.02 |

TOWN OF PUTNAM VALLEY

Budget Adjustment Form

| Account No. | Account Description | Amount |
|---------------|----------------------------------|------------|
| DA.5130.210 | MACHINERY.HIGHWAY TOOLS | 21.47 |
| DA.5130.400 | MACHINERY.CONTRACTUAL | 10,683.02 |
| DA.5142.400 | SNOW.CONTRACTUAL | -4,269.39 |
| DA.5142.400 | SNOW.CONTRACTUAL | -10,391.80 |
| DA.5142.400 | SNOW.CONTRACTUAL | -383.68 |
| SM01.1630.463 | TELEPHONE | 154.34 |
| SM01.1630.472 | POWER AND LIGHT | 3,154.08 |
| SM01.1640.425 | GARAGE.FUEL OIL | -1,135.34 |
| SM01.1640.471 | GARAGE.GAS, OIL, AND GREASE | 1,135.34 |
| SM01.1980.420 | PAYMENT OF MTA PAYROLL TAX | 56.35 |
| SM01.7110.120 | RECREATION.LIFEGUARDS & MATRONS | -3,364.77 |
| SM01.7111.210 | COMMUNITY CENTER.IMPROVEMENTS | -320.00 |
| SM01.7111.430 | COMMUNITY CENTER.MAINT & REPAIRS | 320.00 |
| SM01.8160.100 | SANITATION.LABOR | -160.31 |
| SM01.9030.800 | SOCIAL SECURITY | 160.31 |
| SM04,1630.472 | POWER AND LIGHT | 102.92 |
| SM04.7180.400 | BEACH.SUPPLIES | -102.92 |
| SM08.1630.472 | POWER AND LIGHT | 2.83 |
| SM08.1640.473 | PLOWING FIRE LANES | -2.83 |
| SM09.1420.400 | SPEC LEGAL COUNSEL | -705.00 |
| SM09.1630.400 | ADMIN & CLERICAL.EXPENSE | -26.71 |
| SM09.1630.472 | POWER AND LIGHT | -1,107.88 |
| SM09.8320.100 | WATER.OPERATOR | 1,176.00 |
| SM09.8320.472 | WATER.MAINTENANCE AND REPAIRS | 663.59 |
| SM11.1610.120 | LABOR | 280.00 |
| SM11.1630.400 | ADMIN & CLERICAL.EXPENSE | -280.00 |
| SS02.8120.400 | MAINTENANCE AND REPAIRS | 465.00 |
| SS02.8120.472 | POWER AND LIGHT | -465.00 |
| SS02.8120.472 | POWER AND LIGHT | -18.18 |
| SS02.9030.800 | SOCIAL SECURITY | 16.98 |
| SS02.9035.800 | MEDICARE | 1.20 |
| | Total Amount: | 0.00 |

Date Prepared: 01/17/2024 11:49 AM

TOWN OF PUTNAM VALLEY

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2023

Period: 12

Trans Type:

B2 - Amend

Status: Posted

Trans No:

118781

Trans Date: 12/29/2023

User Ref:

MANGELICO

01/17/2024

Requested:

Approved: Description: YEAR END 2023 BUDGET AMENDMENTS

MANGELICO Created by:

Account # Order: Yes

Print Parent Account: No

| Account No. | Account Description | Amount |
|---------------|---|-----------|
| A.1110.130 | JUSTICE COURT.COMP EMPLOYEES | 2,963.66 |
| A.1650.100 | CENTRAL COMMUNICATIONS.PERSONAL SERVICE | 5,412.70 |
| A.3620.130 | INSPECTORS.COMP EMPLOYEES | 5,106.54 |
| A.5010.110 | HIGHWAY SUPT.PERSONAL SERVICE | 0.04 |
| A.5010.130 | HIGHWAY SUPT.COMP EMPLOYEES | 2,802.89 |
| A.7020.110 | RECREATION.PERSONAL SERVICE | 3,726.00 |
| A.7020.120 | RECREATION.OFFICE STAFF | 2,105.58 |
| A.7020.130 | RECREATION.SR REC ASSISTANT | 0.13 |
| A.7021.110 | PROGRAMS.PERSONNEL | 11,526.77 |
| A.7110.100 | PARKS/SPORTS.ADMINISTRATION | 3,203.38 |
| A.7110.110 | PARKS.PERSONNEL | 4,775.05 |
| A.7310.110 | CHILDRENS CENTER.PERSONNEL | 8,476.83 |
| A.8010.130 | ZONING.COMP EMPLOYEES | 1,528.15 |
| SW01.8320.416 | WATER PURCHASE | 5,170.55 |
| | Total Amount: | 56,798.27 |