



TOWN OF PUTNAM VALLEY

Town Board Work Session

February 7th, 2024

Town Hall

5 PM

~~~~~

**Meeting called to Order**

**Pledge of Allegiance**

1. Public Hearing: Volunteer First Responder Tax Exemption
2. Districts:
  - a. Amend Resolution R24-65
  - b. Approve Applied Watershed Sciences LLC Contract
  - c. Approve EverBlue Lakes Contract Services
  - d. Approve WSP Roaring Brook Dam Drawing and Cost Adjustment 2024
3. Facilities:
  - a. Approve Hydro Environmental Solutions Contract for Town Hall Well
  - b. Approve Hydro Environmental Solutions Contract for Town Hall Well PFOS/PFOA
  - c. Approve Maintenance Agreement with Coastal Clock and Chime
  - d. Approve Surplus Equipment
4. Planning: Release Performance Bond and Remediation/Major Grading Escrow
5. Highway: Approve Additional Snow Plow Rider
6. Approve Emergency Assistance in Town Clerk's Office
7. Approve July 4 Ever Fireworks Inc. Contracts for 2024 Services
8. Approve 2024 Putnam County Real Property Tax Service Contract
9. Approve Leave of Absence for Employee
10. Approve Bid Award for Wenonah Road Stormwater Improvement Project
11. Daily Fee Report: Summary January 1, 2024 – January 31, 2024

**Adjournment**

**Next Town Board Meeting: Wednesday, February 21<sup>st</sup>, 2024 6 PM**

**Public Hearings: Volunteer First Responder Tax Exemption, February 21<sup>st</sup>, 2024**

**6PM**

**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 Putnam Valley 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:
1. 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 un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:
1. 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.

2a

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 1/24/2024  
**Re:** Amend Resolution #R24-65

I formally request the Town Board amend resolution #R24-65 to add the following:

If a resident loses their key to the Abele Park boat ramp, there will be a \$300 fine plus a \$50 deposit for a replacement key.

The key is the property of the district and is not transferable. Anyone in violation of Town Code 100-47 Boat Regulations, may have their key revoked.

TOWN OF PUTNAM VALLEY  
TOWN BOARD WORK SESSION  
JANUARY 10, 2024

**APPROVE PROPOSAL FOR NEW LOCK AND KEYS FOR ABELE PARK BOAT RAMP**

Presented by Councilmen Luongo

**RESOLUTION #R24-65**

**RESOLVED**, that the Town Board Authorize the Supervisor to accept the proposal from Locksmith on Wheels, 2021 Crompond Road, Yorktown Heights, NY 10579, for the new High Security- Restricted keyway Medico Padlock for the Abele Park boat ramp. Restricted Keys will be sequentially numbered.

The cost of the locks is \$234 and \$22.50 per key ordered, not to exceed a total of \$1,000.00. The key will be available only to Abele Park residents with valid boat or jet ski registrations with Abele Park addresses from the District Clerk.

The District is requiring a \$50.00 deposit per key, however, it is the keys will remain the property of the Town.


The District will cover the cost of the new lock and keys.

Supervisor Annabi made a motion to explain that the ramp and key belongs to the District.

Seconded by Councilman Russo, unanimously carried

2b

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/22/2024  
**Re:** Applied Watershed Sciences LLC contract

I formally request the Town Board authorize the Supervisor to accept and sign the attached contract from Applied Watershed Sciences, LLC, 86 Sherman Street, Norwich, CT 06360 for the professional limnological and lake management consulting services for Lake Oscawana.

The total 2024-2025 project budget is \$38,477.00. Additional "Add-On" services, for the benefit of the project, require further confirmation from the Town as applicable. The general consulting rate of \$160/hr., not to exceed \$6,000.00. The terms of the agreement will begin on 3/1/2024 and will end on 5/1/2025.

The district will cover the cost of the contract.

# Applied Watershed Sciences LLC

## **Water Resources Consultant Agreement**

This Consulting Agreement ("Agreement") is made and effective on **February 1, 2024**,

BETWEEN:

Applied Watershed Sciences LLC ("Consultant")  
86 Sherman Street, Norwich, CT 06360  
[appliedwatershedsciences@gmail.com](mailto:appliedwatershedsciences@gmail.com)

AND:

("Client")

Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

The two parties, Consultant and Client, hereto agree to the following consulting arrangement:

### 1. Scope of Work & Terms of Service

The Consultant and the Client agree to the scope of services as written in the August 3, 2023 proposal, attached below. The total 2024-2025 project budget is assumed to be \$38,477. Additional "Add-On" services, for the benefit of the project, require further confirmation from the Client as applicable. The Client agrees to the general consulting rate of \$160/hr for up to 37.5 hours, not to exceed \$6,000 as specified in the proposal. Consulting services subject to the hourly rate of \$160/hr include:

- Consulting and reporting work for local and state permit applications, acquisition, and mandatory project reporting – including preparation of permit documents, forms, communications, etc.
- Review of historical documents, articles, press releases, external data, property plans, engineering designs, or communications relevant to the project
- Client conference calls or Zoom meetings to provide updates on lake data and recommendations
- Additional mapping and data processing outside of the base scope of work
- Written analyses outside of the scope of work
- Communications regarding all aspects of lake management, including but not limited to email responses to Client questions, direct communication with state and local officials to facilitate project goals, Client requests requiring literature or data review, written responses to public concerns, phone/email communication with other Client contractors for the direct benefit of the project, etc.
- Evaluation of proposals from contractors looking to work with the Client and recommendations for performance criteria for any proposed in-lake management treatments or installations
- Travel time for any in-person visits, Commission meetings, or other meetings as needed and agreed to by the Client
- Grant planning, writing, and editing services

### 2. Terms of Agreement

This Agreement will begin on 3/1/2024 and will end on 5/1/2025. The Consultant will record the date of services in each invoice, with a brief description of each task (e.g. *communication services*, or *review of historical data*). The Consultant reserves the right to bill for consulting hours up to six months past the date of services rendered. Either party may cancel this Agreement with 30 days' notice to the other party, in writing. If this Agreement is terminated, the Consultant will bill for any remaining time recorded before the date of cancellation. The Client understands that requests made by the Client to the Consultant that are time-sensitive must indicate so and that the Consultant requests 60 days' notice for any public meetings or permit reporting deadlines. In every instance, the Consultant will make the best effort to provide services within the requested time frame. The Consultant and the Client agree not to use Confidential Information for any purpose whatsoever other than for the performance of Services under this Agreement. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.



### 3. Performance

The Consultant agrees to perform the services with the best efforts based on the Consultant's education, experience, and qualifications. The Client agrees to timely, accurately, and complete provide information needed by the Consultant to perform the services. The Client understands and acknowledges that the effectiveness of the services is dependent on a variety of factors outside the Consultant's control, and therefore the Consultant makes no guarantee as to the outcome of the services.

### 4. Limitation of Liability

The Client understands the nature of scientific consulting and that innumerable environmental variables affect the outcome of implementing Consultant recommendations or plans. Recommendations made by the Consultant to the Client are based on information and resources provided by the Client, conditions and the political climate as identified by the Client and Consultant, peer-reviewed or University research, and the Consultant's professional experience. The Consultant will not be liable for any indirect, incidental, special, consequential, or exemplary damages in connection with this Agreement or the services rendered. The Consultant's total, aggregate liability for any claim or cause of action shall not exceed the total compensation paid to the Consultant under this Agreement.

The Consultant and the Client have carefully reviewed and considered the terms of this Agreement and voluntarily, without reservation or duress, agree to be bound by the terms contained herein.

### Representative Signatures

Name: Hillary Kenyon Title: Managing Member and Principal Scientist [Consultant]

Signature: *Hillary Kenyon* Date: 01/18/2024 [Consultant]

Name: \_\_\_\_\_ Title: \_\_\_\_\_ [Client]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ [Client]

August 4, 2023

To: Alan Paley; [ahpaley@gmail.com](mailto:ahpaley@gmail.com)  
 CC: Lake Oscawana Management Advisory Committee (LOMAC)  
 From: Hillary Kenyon, CLM; [hillary.kenyon@gmail.com](mailto:hillary.kenyon@gmail.com) & [appliedwatershedsciences@gmail.com](mailto:appliedwatershedsciences@gmail.com)  
 Applied Watershed Sciences, LLC

**Re: Lake Oscawana Monitoring & Management Proposal**

Thank you for requesting professional limnological and lake management consulting services. For the purposes of this project Applied Watershed Sciences, LLC (AWS) will partner with GEI Consultants, Inc. P.C. (GEI).

**Proposed Project Management Team:**

Hillary Kenyon, M.S., Certified Lake Manager, Principal Limnologist & Watershed Planner – AWS  
 Alejandro Reyes, M.S., Certified Lake Manager, Aquatic Ecologist – GEI  
 Luke Gervase, M.S., Certified Lake Manager, Aquatic Ecologist – GEI

The following proposed project budget is intended to replicate the long-term sampling plan for one year of April-October monitoring (7 months), ongoing communications, public outreach, data analysis, reporting, and recommendations.

| Task                                                                           | Unit Cost | Units | Subtotal        |
|--------------------------------------------------------------------------------|-----------|-------|-----------------|
| Water Quality Sampling Visit (Cost per 1 visit)                                | \$1,775   | 7     | \$12,425        |
| Full-Lake Aquatic Plant Survey, Data Entry, & Mapping                          | \$4,440   | 1     | \$4,440         |
| AWS In-person Presentation (Preparation, travel, & meeting time)               | \$2,660   | 1     | \$2,660         |
| GEI Attends In-person Presentation & Answers Fisheries Questions               | \$530     | 1     | \$530           |
| Cyanobacteria ID & Enumeration + Other Algae Groups Dominance Quantifications* | \$150     | 10    | \$1,500         |
| Zooplankton ID & Counts                                                        | \$150     | 7     | \$1,050         |
| In-lake Laboratory Nutrient Samples**                                          | \$321     | 7     | \$2,247         |
| Expected Materials & Shipping Costs                                            | \$75      | 7     | \$525           |
| Joint GEI & AWS Consulting Time (billed as needed, not to exceed)              | \$6,000   | 1     | \$6,000         |
| Data Analysis & Full Annual Monitoring Report with Recommendations             | \$7,100   | 1     | \$7,100         |
| <b>Total Anticipated 2024 Project Budget</b>                                   |           |       | <b>\$38,477</b> |

\*Phytoplankton: Greens, Diatoms, Chrysophytes, etc. not ID'd to Genus level

\*\*St 1: Total Phosphorus + Total Nitrogen at 4 depths, Total Iron at bottom; St 2 & 3: TP at top and bottom

The proposed 2024 consulting budget can be applied to:

- Consulting and reporting work for local and state permit applications, acquisition, and mandatory project reporting – including preparation of permit documents, forms, communications, etc.
- Review of historical documents, articles, press releases, external data, property plans, engineering designs, or communications relevant to the project
- Client conference calls or Zoom meetings to provide updates on lake data and recommendations
- Additional mapping and data processing outside of the base scope of work
- Written analyses outside of the scope of work
- Communications regarding all aspects of lake management, including but not limited to email responses to Client questions, direct communication with state and local officials to facilitate project goals, Client requests requiring literature or data review, written responses to public concerns, phone/email communication with other Client contractors for the direct benefit of the project, etc.
- Evaluation of proposals from contractors looking to work with the Client and recommendations for performance criteria for any proposed in-lake management treatments or installations
- Travel time for any in-person visits, Commission meetings, or other meetings as needed and agreed to by the Client
- Grant planning, writing, and editing services

#### Potential Add-On Items & Associated Costs

|                                                                                                                                                                                                                                                                                                                                                      |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Stormwater Sampling (recommended one >2" rainstorm event in 2024)<br>Per event (full day) including mobilization, demobilization, and laboratory coordination. Lab costs not included.                                                                                                                                                               | \$1,600 |
| Stormwater Sampling Nutrients Lab costs per sample (TP + TN only) + shipping/handling fee<br>Expected total 20 samples, so estimated cost would be \$47*20 = \$940                                                                                                                                                                                   | \$47    |
| Stream Sampling (recommend only as-needed and focus on stormwater bacteria results)<br>Per event (assumes maximum of 7 stream sites to be sampled). Lab costs not included.                                                                                                                                                                          | \$950   |
| Stream Sampling Nutrients Cost (per stream per event - TP & TN) + shipping/handling fee                                                                                                                                                                                                                                                              | \$47    |
| Stream Sampling Bacteria (E. coli) - per stream per event + shipping/handling fee                                                                                                                                                                                                                                                                    | \$65    |
| April sediment sampling lab costs (this has never been done and we should have sediment nutrients)<br>This item would allow for potential future dosing and price estimates for internal nutrient control treatments if cyanobacteria become more of a problem in the future and only if watershed management cannot curb cyanobacteria fast enough. | \$1,425 |

AWS and GEI both maintain liability insurances; LOMAC may request copies of proof of insurances prior to contract initiation. AWS invoicing policy is to bill clients for work as it is completed, meaning that field work and laboratory fees will be invoiced for each month following completion of field work. The client should not expect to receive laboratory results until AWS has a chance to review all data during the season-end data analysis process. If the client wishes to receive laboratory results monthly, AWS must bill for the additional communications and explanation time at the rate of \$150/hr in addition to the established project budget. Lab results typically take six weeks. In addition to the above scope of services, GEI also offers registered landscape architects and stormwater design engineering capability for as-needed hourly services (\$210 and \$230/hr, respectively).


Thank you for the opportunity to serve the Lake Oscawana community. If you have any questions, please email me at [hillary.kenyon@gmail.com](mailto:hillary.kenyon@gmail.com) or call 203-848-4610.

Sincerely,

Hillary Kenyon, M.S., Certified Lake Manager #17-07M  
Principal Limnologist, Watershed Planner, Plant & Soil Scientist  
Managing Member of Applied Watershed Sciences, LLC

2c

## TOWN OF PUTNAM VALLEY DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/23/2024  
**Re:** EverBlue Lakes Contract Services

---

The Lake Peekskill Improvement District requests the following services be purchased from EverBlue Lakes as per the pricing agreement dated 12/18/2023.

- NYS DEC Permit Process for Peroxide Algaecide Treatment for Beach Areas \$900 –
  - If treatment is requested, the product treatment cost is \$2,250 per treatment and \$25/lb of Lake Guard Oxy and \$50/gallon of Green Clean. Product application is \$650/application.
- Nutrient and Algae Reduction Beach Pilot Program for Singers Beach or best candidate for the treatment \$2,000-\$3,500
- Bottom Hardness Scanning \$2,500
- Bathymetric mapping \$2,500
- Aeration System Maintenance \$11,780
- Water Quality Monitoring \$6,375
- Biological Treatment Option treatment 1 AutoBio Treatment machine \$5,500 and \$1,400 per 25 lb bucket of BioBlast formula

The Town will be billed upon the completion of each treatment in accordance with the contract. The district will cover the cost.



**EVERBLUE**  
**LAKES**  
A LAKE SAVERS COMPANY

## ***Contract For Services***

**Date: UPDATED November 20, 2023**

**To:** Town of Putnam Valley  
Town Supervisor Supervisor, Ms. Jacqueline Annabi  
Lake Peekskill Civic Association

**From:** John Tucci  
President, EverBlue Lakes

**Project:** Proposal for Lake Peekskill 2024

---

### **Basis for Contractual Services**

This document provides a Contract for Services described in EverBlue Lakes Proposal for Lake Peekskill for 2024.

The purpose of this Contract is to confirm pricing for a range of services. Each service can be purchased independently on an as needed basis. Specific dates/commitment for work are listed with each individual service as appropriate.

### **Peroxide Algaecide Treatment for Beach Areas**

EverBlue has identified a combined 12-acre treatment area around the three beach areas with a total treatment volume of approximately 40 acre feet.

Our approach would utilize a combination of Green Clean Pro liquid hydrogen peroxide algaecide and Lake Guard Oxy, granulated, slow release peroxide-based algaecide. We are recommending treatment rates as follows:

- 4.2 lbs. per acre of Lake Guard Oxy for a total of 50 lbs.
- ½ gallon per acre foot of Green Clean 5.0 for a total of 20 gallons per treatment.

### **Treatment Cost:**

- **Product Cost \$2,250 per treatment**
  - \$25 per lb. Lake Guard Oxy
  - \$50 per gallon Green Clean 5.0
- **Product Application: \$650**
- **NYS DEC Permit Process \$900 - \$450 permit fee plus EverBlue processing fee.**



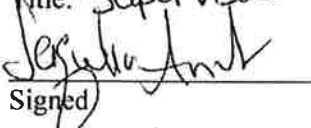

**Notes:**

- We would anticipate treatment 1 – 2 times per month in June, July and August.
- Treatment rates quoted are for maximum recommended treatment for all three beach areas combined.
- Lower dose treatments are likely based on conditions at each beach.
- Price per treatment will reflect actual product used per treatment.

**Terms/Dates:**

- Notification to EverBlue Lakes to by February 15, 2024 to apply for Permit.
- Support in the form of required information for permit application.
- There is no required number of treatments under this agreement. However, we recommend planning on at least two treatments as conditions require to evaluate effectiveness and results.
- Billing upon the completion of each treatment.

**NOTE: Agreement and signature DO NOT commit the Town of Putnam Valley to purchase the service. Signature confirms agreement with terms and pricing. Services can be ordered at the SOLE discretion of the Town of Putnam Valley. Delivery of ordered treatments is subject to adequate notice provided to EverBlue Lakes as specified and scheduling of labor and lead times on ordering materials.**

|                                                                                     |                                                                                      |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Agreed to By:                                                                       | Agreed to By:                                                                        |
| Name:                                                                               | Name: John Tucci                                                                     |
| Town of Putnam Valley                                                               | President                                                                            |
| Title: Supervisor                                                                   | EverBlue Lakes                                                                       |
|  |  |
| Signed                                                                              | Signed                                                                               |
| Date: 12/14/23                                                                      | Date: 12/18/2023                                                                     |

**Nutrient and Algae Reduction Beach Pilot Program**

EverBlue Lakes is working exclusively with a company called Aqua Flex who has developed a promising new technology for nutrient and blue-green algae absorption and removal.

The product is best described as a sponge technology that can be deployed at stormwater outfalls AND as a protective barrier around swim areas to absorb nutrients and floating blue green algae cells

The material comes in multiple form factors including “catch bags” that can be attached to the outfall side of a culvert pipe and “eel grass” that can be deployed into the upstream side of the culvert pipe.



Finally, we are working with developing a configuration of the material to suspend above aeration diffusers to capture nutrients.

The eel grass can also be configured on as swim area rope line as a protective barrier around the swim area of the beach.

#### **Estimated Cost**

**Design - \$1,500**

#### **Estimated cost per Storm Drain Culvert/Outfall**

**\$2,000 to \$3,500 per outfall.**

#### **Estimated Cost for Beach Protection Barrier**

**\$7,500 - \$11,000 Based on a 250 – 300 linear foot barrier**

#### **Estimated Cost to Deploy on Diffusers**

**\$750 - \$1,000 per Diffuser**

#### **Testing**

We will work with you to develop a sampling and testing approach to evaluate the effectiveness of the material in each application. We recommend starting with a culvert/drain application as the first test site because there are existing applications where this material has proven highly successful.

We envision the Beach Protection Barrier concept as the last “go to option”. With the proposed peroxide treatment and filtration of immediate drains around the beaches, we are confident that beach closures can be prevented in future seasons.

#### **Terms**

- Minimum 30-days’ notice to proceed on one or more applications/deployments to complete design, order materials and install.
- Billing of 50% at project start and 50% upon completion of installation(s)



**NOTE: Agreement and signature DO NOT commit the Town of Putnam Valley to purchase the service. Signature confirms agreement with terms and pricing. Services can be ordered at the SOLE discretion of the Town of Putnam Valley. Delivery of ordered treatments is subject to adequate notice provided to EverBlue Lakes as specified and scheduling of labor and lead times on ordering materials.**

|                       |                  |
|-----------------------|------------------|
| Agreed to By:         | Agreed to By:    |
| Name:                 | Name: John Tucci |
| Town of Putnam Valley | President        |
| Title: Supervisor     | EverBlue Lakes   |
| 12/14/23 [Signature]  | [Signature]      |
| Signed                | Signed           |
| Date:                 | Date: 12/18/2023 |

#### **Aeration System Maintenance**

EverBlue currently services multiple lake aeration systems in the area and has the equipment and manpower to deliver a much higher level of service and support to ensure optimal operation and performance from the installed system in Lake Peekskill.

Our service package would include:

- System start-up and full compressor maintenance.
- 3 Diffuser inspections and cleanings per season. Each diffuser will be pulled to the surface and power washed. Cleaning on this schedule results in a 15 – 20 improvement of efficiency.
- 48- hour response time on any reported issues between cleanings.
- Summer Compressor maintenance. A mid-season oil and filter change increases the life expectancy of the compressor technology.
- System winterization and shut down.

In addition, we can provide quotes for additional sound reduction and any required repairs as issues emerge. We have installed multiple systems with the exact same compressor technology, controller technology and diffusers.

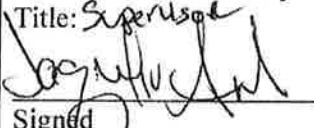

#### **Annual Service Contract Cost**

**\$11,780 per year**

#### **Terms**

- Notification by March 1, 2024 to proceed with services.
- Commitment is for one full season of Maintenance/Service in 2024.
- Billing of 50% on March 1, 2024 and 50% on August 1, 2024.



|                                                                                                                                                                                                             |                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreed to By:<br><br>Name:<br><br>Town of Putnam Valley<br>Title: <i>Supervisor</i><br><br>Signed<br>Date: <i>10/14/23</i> | Agreed to By:<br><br>Name: John Tucci<br>President<br>EverBlue Lakes<br><br><br>Signed<br>Date: 12/18/2023 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**NOTE: Agreement and signature DO NOT commit the Town of Putnam Valley to purchase the service. Signature confirms agreement with terms and pricing. Services can be ordered at the SOLE discretion of the Town of Putnam Valley. Delivery of ordered treatments is subject to adequate notice provided to EverBlue Lakes as specified and scheduling of labor and lead times on ordering materials.**

### **Water Quality Monitoring**

EverBlue has a Masters Degreed Aquatic Biologist on staff and is fully equipped to provide water quality monitoring services for Lake Peekskill. Our recommended program would include the following.

Monthly sampling from May through September for the following parameters:

- **Dissolved Oxygen:** Top Middle Bottom 2 sites.
- **Total Phosphorus:** Top Middle Bottom 2 sites.
- **Ortho Phosphate:** Top Middle Bottom 2 sites.
- **Total Nitrogen:** Top Middle Bottom 2 sites.
- **Nitrate and Nitrite:** Top Middle Bottom 2 sites.
- **In-Situ Algal Fluorescence:** one sample per site. This provides immediate data on chlorophyll a levels and Phycocyanin levels. Using this instrument, we can assess the risk or current level of blue-green algal bloom conditions.
- **Algal Community assessment:** One sample 2 sites
- **Sediment Organic Content:** 5 sites done 2 times per season.
- **Sediment Phosphorus:** 5 sites done 2 times per season.

Our program would also include the deployment of a 24-hour continuous monitoring buoy for Dissolved Oxygen and Temperature. This tool provides 24 hour tracking of aeration system performance and is an extremely useful predictor of the on-set of algal bloom conditions.

**Note!!**



EverBlue utilizes a State of the Art Online Portal for all water quality data and results. We will create a private password protected area for Lake Peekskill where invited members can access the water quality data in real time. We typically process all lab results within 5-7 days of the sampling event and field collected data within 2 days of the sampling event.

This means no more waiting until the end of the season to see "how the lake did this season". This portal and platform also enables databased decision-making on adjusting the lake management program during the season.

**Program Cost: \$6,375**

**Additional Optional Services**

- **Bottom Hardness Scanning using BioBase Scanning Technology** **\$2,500**
- **Bathymetric mapping** **\$2,500**

**Terms**

- Notification to proceed with services by March 1, 2024
- Billing of 50% on March 1, 2024 and 50% on August 1, 2024.

**NOTE: Agreement and signature DO NOT commit the Town of Putnam Valley to purchase the service. Signature confirms agreement with terms and pricing. Services can be ordered at the SOLE discretion of the Town of Putnam Valley. Delivery of ordered treatments is subject to adequate notice provided to EverBlue Lakes as specified and scheduling of labor and lead times on ordering materials.**

|                                                                                                                                                                         |                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Agreed to By:</p> <p>Name:</p> <p>Town of Putnam Valley</p> <p>Title: <i>Superintendent</i></p> <p><i>[Signature]</i></p> <p>Signed</p> <p>Date: <i>12/14/23</i></p> | <p>Agreed to By:</p> <p>Name: John Tucci<br/>President<br/>EverBlue Lakes</p> <p><i>[Signature]</i></p> <p>Signed</p> <p>Date: 12/18/2023</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

### **Biological Treatment**

EverBlue is in the process of working with the NY DEC on permit requirements for Biological Treatment in New York Lakes. We have been assured that permits are obtainable if the DEC's requirements for information on formulations are met.

We can pursue a permit on behalf of Lake Peekskill. We will be moving ahead with getting our product vetted by the DEC on behalf of another area lake. We should have clarity on the "permitability" of our product in New York as part of that effort.

If successful, a permit for Lake Peekskill should also be obtainable.

### **Biological Treatment Services from EverBlue Lakes**

- Estimated DEC Permit fee \$450
- Everblue Processing fee \$450

### **Biological Treatment Option 1: AutoBio Treatment System**

EverBlue Lakes has completed the development of a fully automated system for brewing/activating our BioBlast Treatment and distributing it throughout the lake on a daily/weekly basis.

We highly recommend this technology for Lake Peekskill. It delivers more treatment per dollar than our conventional BioBlast approach and maximizes the effectiveness and efficiency of the beneficial bacteria in the lake.

#### **Cost:**

**AutoBio Machine \$5,500**

**BioBlast Formula: \$1,400 per 25 lb bucket.**

Note: a 25 lb. bucket produces 12,000 gallons of treatment delivered to the lake.

### **Biological Treatment Option 2: Two Day Conventional BioBlast Treatment**

This approach utilizes EverBlue Lakes boats and staff to come on-site for a three-day period to "brew/activate" large quantities of BioBlast Treatment and deliver throughout the lake by boat.

This methodology delivers a higher volume of treatment in a short period of time, but is more labor intensive and expensive per gallon of treatment.

### **Two-Day BioBlast Treatment**

- **Minimum 25,000 gallon treatment**
- **Cost: \$6,050 per treatment.**




Thank you for the opportunity to offer these services to Lake Peekskill.

John Tucci  
President  
EverBlue Lakes

[www.everbluelakes.com](http://www.everbluelakes.com)

2d

## TOWN OF PUTNAM VALLEY

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 2/5/2024  
**Re:** WSP Roaring Brook Dam Drawing and Cost Adjustment 2024

---

I formally request the Town Board's authorization for the Supervisor to accept and sign the attached proposal from WSP, 500 Summit Lake Dr., Suite 450, Vallhalla, NY 10595, for Roaring Brook Lake's Dam Drawing Modifications and Cost Adjustment.

The proposal outlines the costs associated with drawing modifications based on the supplemental topographic survey at Saddle Dike Dam and a cost adjustment for Task 8, 9, and 10. This proposal is a modification of the original agreement dated February 2, 2021 and the terms of the original contract remain in full force and effect. The costs provided in this proposal is an additional cost to the original agreement.

The original agreement fee for tasks 8, 9 and 10 totaled \$13,839. The new total cost for task 8, 9 and 10 plus the modifications, task 11 is \$25,886. The fee increase is \$12,047.

The cost will be covered by ARPA funds.



NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

November 20, 2023

Jacqueline Annabi  
Supervisor  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
845-526-2121  
[www.putnamvalley.gov](http://www.putnamvalley.gov)

**RE: Roaring Brook Dam Drawing Modifications and Cost Adjustment**

Dear Ms. Annabi,

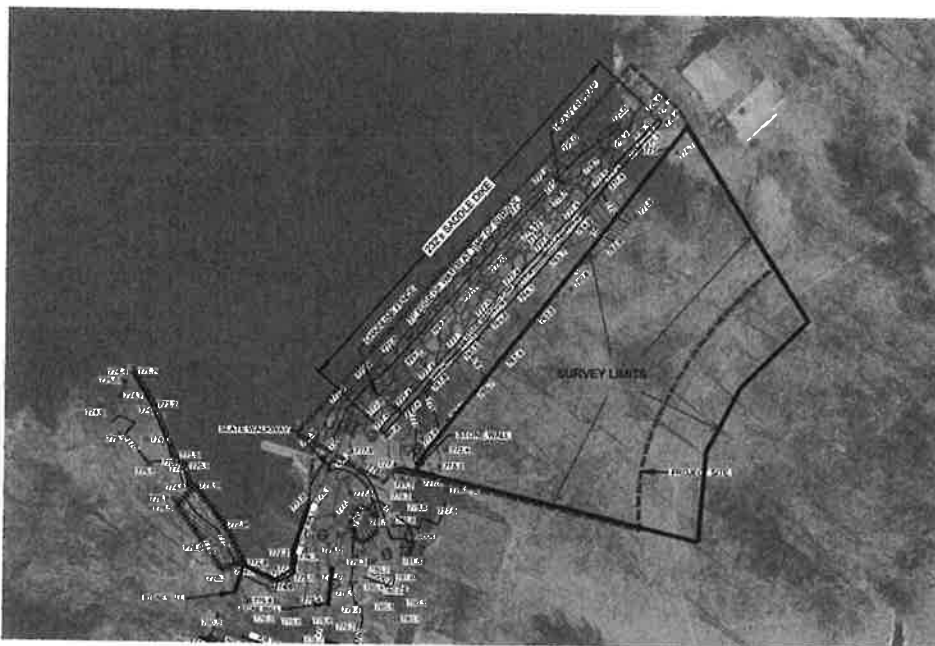
This proposal outlines the costs associated with drawing modifications based on the supplemental topographic survey at Saddle Dike Dam and a cost adjustment for Task 8, 9, and 10 from the original agreement. This proposal is a modification of the original agreement and the terms of the original contract remain in full force and effect. Cost provided in this proposal is an additional cost to the original agreement.

**Drawings Modifications**

WSP will modify the Roaring Brook Lake Dam Rehabilitation drawings prepared by WSP dated 1/24/2023 to include the supplemental topographical survey shown in **Figure A**. The topographical survey work is under WSP's proposal dated 09/15/2023.

**FIGURE A**

Survey Limits





NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

### Cost Adjustment

Due to the extended permit review and DEC coordination the project has extended 2 years past anticipated schedule, therefore WSP is proposing a cost adjustment for original Task 8, 9, and 10 to compensate for rate changes. Below is original scope for each task.

8. **Bidding Process Services.** WSP will prepare bidding documents for the proposed work for this Project, including electronic copies of a bid book with design drawings and technical specifications. WSP will assist the town with conducting a pre-bid site visit with interested contractors to answer questions and clarify comments pertaining to the work or site. Upon receiving contractor bids, WSP will perform a bid analysis and provide recommendations for contractor selection.
9. **Construction Support Services.** WSP will provide engineering support during construction work such as on-site inspections. WSP's will develop a "hold point" schedule for submittal to the NYSDEC that identifies the points where construction progress must be inspected by the engineer prior to moving forward. These points will include inspection of prepared foundation, concrete reinforcement inspection prior to form placement, formwork inspection, first concrete placement observation, and final inspection. WSP will assist the Town with maintaining steady contact with the contractor throughout construction to answer questions and communicate construction progress. Additional construction services will include reviewing and processing submittals, requests for information, invoices, and change orders.

For cost estimating purposes we have assumed a total of eight (8) field inspections for this project.

10. **Project Closeout.** At project closeout, WSP will develop as-built drawings and the final construction report for submission to the NYSDEC.

### Cost Breakdown

A cost breakdown is provided below.

| Task | Description                   | Original Fee | Fee Adjustment | Total Fee |
|------|-------------------------------|--------------|----------------|-----------|
| 8    | Bidding Process Services      | \$2,257      | \$2,341        | \$4,598   |
| 9    | Construction Support Services | \$7,331      | \$4,081        | \$11,412  |
| 10   | Project Close Out             | \$4,251      | \$2,243        | \$6,494   |
| 11   | Drawing Modifications         | \$0          | \$3,382        | \$3,382   |
|      | Totals                        | \$13,839     | \$12,047       | \$25,886  |

The original agreement for Tasks 8, 9, and 10 totaled \$13,839. The new total value for task 8, 9, and 10 plus the Modifications (Task 11) is \$25,886, thus a fee adjustment of \$12,047.



NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

### Project Schedule

Table 1: Project Schedule

| Task No. | Description                   | Task Start Date | Task Completion Date |
|----------|-------------------------------|-----------------|----------------------|
| 8        | Bidding Process Services      | 1/8/2024        | 2/12/2024            |
| 9        | Construction Support Services | 3/4/2024        | 9/6/2024             |
| 10       | Project Close Out             | 9/9/2024        | 10/18/2024           |
| 11       | Drawing Modifications         | 12/4/2023       | 12/15/2023           |

Should you have any questions or require additional information after reviewing this proposal, please feel free to contact Felipe De Melo at (646) 409-0525, [felipe.demelo@wsp.com](mailto:felipe.demelo@wsp.com) and Hans Hasnay at (646) 467-6220, [hans.hasnay@wsp.com](mailto:hans.hasnay@wsp.com). If you find this proposal acceptable, please sign and return a copy of this letter and we will begin work on the project. Thank you for the opportunity to submit this proposal.

Very truly yours,  
**WSP**

Felipe De Melo, P.E.  
Senior Dam Engineer





NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

## WSP PROPOSAL ACCEPTANCE SHEET

**Project: Roaring Brook Dam Supplemental Topographical Survey, Drawing Modifications, and Cost Adjustment**

**Proposal Date: November 20, 2023**

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

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

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

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

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



NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

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

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

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

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

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

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

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



NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

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

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

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

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

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

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

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

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



NEW YORK  
CONNECTICUT  
MASSACHUSETTS  
NEW HAMPSHIRE  
NEW JERSEY  
NORTH CAROLINA  
PENNSYLVANIA  
SOUTH CAROLINA  
VIRGINIA

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

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

**PROPOSAL ACCEPTED AND TERMS AND CONDITIONS AGREED TO:**

Date \_\_\_\_\_

CLIENT \_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Printed or Typed)

TITLE \_\_\_\_\_

3a



**To:** Putnam Valley Town Board

**From:** Margaret DiRubba

**Date:** January 24, 2024

**Subject:** Authorize Town Supervisor to sign Contract with  
Hydro Environmental Solutions, Inc. –  
Town Hall Well

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 quarterly water tests, confirmation sampling and reporting to the Putnam County Department of Health in the amount of \$7,450.00. Laboratory costs to be paid directly by the Town in the amount of \$798.00. Quarterly testing is required by the New York State Board of Health. This cost has been included in the 2024 budget.

## AGREEMENT FOR PROFESSIONAL SERVICES

### Quarterly Sampling of the Town Hall Supply Well - 2024 Putnam Valley, New York

This agreement made this 18<sup>th</sup> day of January 2024 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:

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 described in its letter to Ms. Jacqueline Annabi dated January 18, 2024 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 **\$7,450.00** as per the attached Cost Estimate. *PLEASE NOTE THAT THE LABORATORY COSTS WILL BE PAID DIRECTLY BY THE TOWN OF PUTNAM VALLEY.* As outlined on the Cost Estimate 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 by 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:



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 prior written 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, laboratory testing and the like.
3. In the event that the relationship is terminated, and Client seeks the file or material therein, the same may be done on reasonable advance notice as the clients file is the property of the client. The client is entitled to the original file.
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 will be provided. HydroEnvironmental Solutions, Inc. will provide a Certificate of Liability Insurance to the Town of Putnam Valley as additional insured.

IN WITNESS WHEREOF, the Town of Putnam Valley, represented by 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

### Town of Putnam Valley Quarterly Town Hall Supply Well Sampling Putnam Valley, New York

1/18/2024

#### HydroEnvironmental Solutions, Inc. Costs

##### 1 Water Quality Sampling

(Includes costs for 3-year extended quarter)

|                  |      |         |          |          |                        |           |
|------------------|------|---------|----------|----------|------------------------|-----------|
| Hydrogeologist   | 4.0  | hours @ | \$125.00 | per hour | \$                     | 500.00    |
| Truck & Supplies | 0.50 | day @   | \$175.00 | per day  | \$                     | 87.50     |
|                  |      |         |          |          | Total cost per quarter | \$ 587.50 |

(Includes costs for 3 standard quarters)

|                  |      |         |          |          |                        |           |
|------------------|------|---------|----------|----------|------------------------|-----------|
| Hydrogeologist   | 3.0  | hours @ | \$125.00 | per hour | \$                     | 375.00    |
| Truck & Supplies | 0.50 | day @   | \$175.00 | per day  | \$                     | 87.50     |
|                  |      |         |          |          | Total cost per quarter | \$ 462.50 |

Annual Subtotal 1 \$ 1,975.00

Annual Subtotal 1 with Confirmation Sampling Events \$ 3,950.00

##### 2 Water Quality Reporting

(Includes costs for four quarters)

|                 |     |         |          |          |                        |                  |
|-----------------|-----|---------|----------|----------|------------------------|------------------|
| Project Manager | 1.0 | hour @  | \$225.00 | per hour | \$                     | 225.00           |
| Hydrogeologist  | 4.0 | hours @ | \$125.00 | per hour | \$                     | 500.00           |
| Administrative  | 2.0 | hours @ | \$75.00  | per hour | \$                     | 150.00           |
|                 |     |         |          |          | Total cost per quarter | <u>\$ 875.00</u> |

Annual Subtotal 2 \$ 3,500.00

Total cost per quarter \$ 1,925.00

Total cost per quarter with Confirmation Sampling \$ 2,387.50

Annual Total \$ 5,475.00

Annual Total with Confirmation Sampling \$ 7,450.00

#### Subcontractor Costs

##### 1 Laboratory Costs\*

Total Laboratory Costs for the year

\$ 798.00 \*\*

\* See Attached chart for detailed cost breakdown

\$ 798.00

\*\* Cost Estimate assumes Town of Putnam Valley contracts Laboratory Costs directly, unless otherwise noted on invoice.

\*\* Costs may vary once PCDOH determines what analyses are needed; costs also may vary pending results.

\*\*\* Cost for quarterly confirmation sampling for typical exceeding parameters such as sodium, chloride, manganese and total coliform.



TABLE 1

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

**Costs of Water Quality Testing**

| <b>Sample Tested for:</b>  | <b>Total Coliform (col./100ml)</b> | <b>Nitrate (mg/L)</b> | <b>Inorganics</b> | <b>SOCs</b> | <b>Lead</b> | <b>Copper</b> | <b>MTBE</b> | <b>POCs</b> | <b>Chloride (mg/L)</b> | <b>Sodium (mg/L)</b> | <b>Iron</b> | <b>Manganese (mg/L)</b> |
|----------------------------|------------------------------------|-----------------------|-------------------|-------------|-------------|---------------|-------------|-------------|------------------------|----------------------|-------------|-------------------------|
| <b>Cost</b>                | \$20.00                            | \$12.00               | \$272.00          | --          | --          | --            | \$50.00     | \$90.00     | \$12.00                | \$8.00               | \$8.00      | \$8.00                  |
| <b>Number of samples</b>   | 4                                  | 1                     | 1                 | 0           | 0           | 0             | 4           | 1           | 4                      | 4                    | 4           | 4                       |
| <b>Total testing costs</b> | \$80.00                            | \$12.00               | \$272.00          | \$0.00      | \$0.00      | \$0.00        | \$200.00    | \$90.00     | \$48.00                | \$32.00              | \$32.00     | \$32.00                 |

**Total Costs of 2024 Water Quality Testing - \$798.00**

**\*Please note Inorganics were tested in 2021; they are required to be tested every three years and need to be sampled in 2024. Lead & Copper were tested in 2022 and will need to be sampled in 2025. SOC's need to be sampled in 2024; they are required to be sampled every three years. However, Putnam Valley Town Hall has requested and received a waiver from SOC sampling from the PCDOH for 2024. A waiver was previously granted in 2012, 2015, 2018 and 2021.**

**Note: Sampling frequency may change depending on PCDOH requirements**



To: Putnam Valley Town Board

From: Margaret DiRubba

Date: January 24, 2024

Subject: Authorize Town Supervisor to sign Contract with  
Hydro Environmental Solutions, Inc. –  
Town Hall Well- PFOS/PFOA

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 quarterly water tests, confirmation sampling and reporting to the Putnam County Department of Health in the amount of \$5,600.00. Laboratory costs to be paid directly by the Town with confirmation sampling in the amount of \$5,512.00. Quarterly testing for PFOS/PFOA is required by the New York State Board of Health. This cost has been included in the 2024 budget.

## AGREEMENT FOR PROFESSIONAL SERVICES

### Quarterly Sampling of the Town Hall Supply Well – 2024 PCDOH Mandated PFOS/PFOA Sampling Putnam Valley, New York

This agreement made this 22<sup>nd</sup> day of January 2024 by and between HYDROENVIRONMENTAL SOLUTIONS, INC. of Two Center Street, P.O. Box 929, 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:

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 described in the attached cost estimate dated January 22, 2024 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 **\$5,600.00** as per the attached Cost Estimate. *PLEASE NOTE THAT THE LABORATORY COSTS WILL BE PAID DIRECTLY BY THE TOWN OF PUTNAM VALLEY.* As outlined on the Cost Estimate 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 by 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:

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 prior written 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, laboratory testing and the like.
3. In the event that the relationship is terminated, and Client seeks the file or material therein, the same may be done on reasonable advance notice as the clients file is the property of the client. The client is entitled to the original file.
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 will be provided. HydroEnvironmental Solutions, Inc. will provide a Certificate of Liability Insurance to the Town of Putnam Valley as additional insured.

IN WITNESS WHEREOF, the Town of Putnam Valley, represented by 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



HydroEnvironmental  
SOLUTIONS, INC.

Two Centor Street • Croton Falls, NY 12519  
914.276.2522 • FAX 914.276.2684

## COST ESTIMATE

2024

**Town Of Putnam Valley  
Quarterly PFOS/PFOA Sampling - Putnam Valley Town Hall Well  
Putnam Valley, New York**

1/22/2024

**I HydroEnvironmental Solutions, Inc. Costs**

**Conduct PCDOH Mandated PFOS/PFOA Quarterly Sampling**

(includes four sampling events)

|                 |      |         |          |          |                   |                    |
|-----------------|------|---------|----------|----------|-------------------|--------------------|
| Project Manager | 2.0  | hr(s) @ | \$225.00 | per hour | \$                | 450.00             |
| Hydrogeologist  | 16.0 | hr(s) @ | \$125.00 | per hour | \$                | 2,000.00           |
| Truck/Supplies  | 2.0  | days @  | \$175.00 | per day  | \$                | 350.00             |
|                 |      |         |          |          | <b>Subtotal 1</b> | <b>\$ 2,800.00</b> |

**With Confirmation Sampling Events \$ 5,600.00**

**II Subcontractor Costs**

**Laboratory \*\***

(Samples per year)

|                     |     |           |          |      |                                          |                    |
|---------------------|-----|-----------|----------|------|------------------------------------------|--------------------|
| Groundwater Samples | 4.0 | samples @ | \$689.00 | each | \$                                       | 2,756.00           |
|                     |     |           |          |      | <b>Subtotal 2</b>                        | <b>\$ 2,756.00</b> |
|                     |     |           |          |      | <b>With Confirmation Sampling Events</b> | <b>\$ 5,512.00</b> |

(Samples tested for Perfluorooctanesulfonic acid [PFOS] and perfluorooctanoic acid [PFOA] via EPA Method 533)

**Grand Total \$ 11,112.00**

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

\*\* PCDOH requires collecting confirmation samples for any exceedances above NYSDEC Drinking Water Standard

3c



To: Putnam Valley Town Board

From: Margaret DiRubba

Date: January 25, 2024

Subject: Authorize Town Supervisor to sign Maintenance Agreement with Coastal Clock and Chime.  
Town Pedestal Clock

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2024 Maintenance Agreement with Coastal Clock and Chime to perform 1 maintenance visit on the Town's Street Pedestal Clock in the amount of \$825.00. This cost has been included in the 2024 budget.

# Coastal Clock and Chime

Bells • Carillons • Clocks

[coastalclockandchimeoffice@gmail.com](mailto:coastalclockandchimeoffice@gmail.com)

January 17, 2024

P.O. Box 2722  
Cinnaminson, NJ 08077

856-786-8688 Office

## MAINTENANCE AGREEMENT

**Town of Putman Valley**

**265 Oscawana Lake Rd**

**Putman Valley, NY 10579-2045**

**CUSTOMER PID # NYPU001**

**Contact: Margaret DiRubba**

**Phone: 845-526-9114**

**4 Faced Post Clock**

**SPECIFY ONE:**

☒ **Renewal**

☐ **New**

**Start Date: January 1, 2024**

**Expiration Date: December 31, 2024**

**Approval by: \_\_\_\_\_**

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

**The following equipment will be covered by this agreement:**

- ☐ **CAST BRONZE BELLS**
- ☐ **ELECTRONIC CARILLON**
- ☐ **BELL RINGING EQUIPMENT**
- ☐ **CLOCKS**
- ☒ **STREET CLOCKS**

**TOTAL**

**1 VISIT @ \$825.00**

Coastal Clock and Chime will service and maintain the equipment specified in this agreement under the following terms and conditions:

- Service will include normal maintenance. It will not include reconditioning, renovation or replacing parts.
- Access to equipment to be provided by customer.
- Services provided under this agreement do not include.... repairs, or replacement of parts cause by: unauthorized tampering or modification of any equipment. Also accident, misuse, damage or disaster, including but not limited to fire, flood, or neglect.
- Parts, cables, power supplies and/or accessories external to the equipment specified.
- Agreements include one or two maintenance visits during the term as specified.
- Agreements are payable in advance.
- **Neither party shall use the other party's confidential information except to fulfill the terms of this agreement.**
- **By authorizing the purchase of a maintenance agreement, you acknowledge that you have read and agree to be bound by its terms and conditions.**

**Credit Card Payment will have a 4% processing fee added to the above total**

3d



To: Putnam Valley Town Board

From: Margaret DiRubba

Date: January 25, 2024

Subject: Authorize Facilities Department to  
Surplus Equipment

=====

I formally request that the Putnam Valley Town Board surplus the following equipment as  
refuse, there is no monetary value to these items.

Norstar T7208 Telephone 6598

Norstar T208 Telephone 6637

Norstar T7208 Telephone 6599

10 Computers/Keyboards/Monitors from May 2023 Roll Out.

- 3 from Parks and Rec
- 1 from Facilities
- 1 from Finance
- 1 from Highway
- 2 from Town Clerk's Office
- 2 from Building Department

2005 Cannon IR2230 copy Machine





4

Town of Putnam Valley  
Planning Board  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
(845) 526-3740  
[www.putnamvalley.gov](http://www.putnamvalley.gov)

TO: SUPERVISOR ANNABI  
TOWN BOARD MEMBERS

FROM: MICHELE BABNIK  
PLANNING BOARD CLERK

RE: RELEASE PERFORMANCE BOND & REMEDIATION/MAJOR  
GRADING ESCROW

PUTNAM VALLEY FIRE DEPARTMENT  
TM#72.20-1-7.12 & 72.20-1-7.11

DATE: JANUARY 25, 2024

---

On November 4, 2019 the Planning Board approved a Major Grading Permit to remediate, grade and stabilize the site on 218 Oscawana Lake Road. According to the Town Consultants, NYSDEC, all testing protocols and reporting requirements have been met. This portion of the project has been completed and are requesting the release of the Performance Bond of \$75,000.00 and the remaining remediation/major grading escrow of \$9,222.82 be refunded.

**VAN DeWATER AND VAN DeWATER, LLP**

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)  
Robert B. Van DeWater (1921-1990)  
Gerard J. Comatos, Jr.  
Kyle W. Barnett  
Daniel F. Thomas III  
Danielle E. Strauch

Rebecca S. Mensch

Sarah E. Ryan  
Meghan E. Clemente  
Joseph P. Eriele  
Sean J. Curtin

85 CIVIC CENTER PLAZA, SUITE 101  
P.O. BOX 112  
POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900  
Fax (845) 452-5848

WEBSITE ADDRESS:  
[www.vandewaterlaw.com](http://www.vandewaterlaw.com)

GENERAL E-MAIL ADDRESS:  
[info@vandewaterlaw.com](mailto:info@vandewaterlaw.com)

Noel deCordova, Jr. (1929-2013)  
Edward vK. Cunningham, Jr. (1935-2018)  
Ronald C. Blass, Jr. (1951-2018)

John K. Gifford  
James E. Nelson  
Counsel

January 29, 2024

VIA EMAIL: [mbabnik@putnamvalley.gov](mailto:mbabnik@putnamvalley.gov)  
Town of Putnam Valley Planning Board  
Attn: Chairman Phillips  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

Re: Putnam Valley Fire Station Site Remediation  
Major Grading Permit – 218 Oscawana Lake Road  
File No.: 2019-0199

Dear Chairman Phillips,

Please be advised that, pursuant to my review of the above-referenced application, Planning Board resolutions, DEC Site Remediation Plan, and other associated materials provided by the Applicant, it is my opinion that all legal conditions to the approval of the Major Grading Permit imposed by the Planning Board have now been addressed by the Applicant. As such, the permit may be closed.

Should you have any questions or concerns please do not hesitate to contact me.

Very truly yours,

  
SARAH E. RYAN, ESQ.

Cc.: Bruce Barber, Planning/Environmental Consultant  
Todd Atkinson, PE, Town Engineer  
Michael Musso, PE, HDR

TOWN OF PUTNAM VALLEY  
265 OSCAWANA LAKE ROAD  
PUTNAM VALLEY, NY 10579

VOUCHER

Putnam Valley Fire Dept.  
PO Box 21  
Putnam Valley, NY 10579

PURCHASE ORDER NO.

FUND - APPROPRIATION

AMOUNT

T-30

75,000 00

T-33.100

9,222 82

TOTAL

84,222 82

ABSTRACT NO.

Vendor's

Ref. No.

352

C  
H  
E  
C  
K  
#  
  
C  
L  
A  
I  
M  
#

Claimant's name and address

TERMS:

| Dates   | Description of materials or services                                      | Quantity | Unit Price | Amount    |
|---------|---------------------------------------------------------------------------|----------|------------|-----------|
| 1/25/24 | RELEASE PERFORMANCE Bond<br>TM # 72.20-1-7.12                             |          |            | 75,000.00 |
| 1/25/24 | RELEASE MAJOR GRADT ESCROW<br>TM # 72.20-1-7.12<br><br>Project complete - |          |            | 9,222.82  |
| Total   |                                                                           |          |            | 84,222.82 |

I, Michelle Babnik certify that the above account in the amount of \$ 84,222.82 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/25/24  
date

signature

PBC  
title

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

Approval for Payment

This claim is approved and ordered paid from the appropriations indicated above.

1/26/2024  
date

Authorized Official

date

Auditing Board

Shawn Keeler  
Road  
Highway Superintendent  
10579  
SKEELER@PUTNAMVALLEY.COM

265 Oscawana Lake  
Putnam Valley, NY

5

David Conklin  
phone  
General Foreman

(845) 526-3333

(845) 526-4729 fax

Margaret Bradley

Senior Clerk Typist

Hours of operation:

7:00 AM -

3:30 PM

Sarah Caporale  
Part time Clerk

## Town of Putnam Valley Highway Department

February 2, 2024

### Memorandum

To: Jacquie Annabi  
Members of the Town Board

From: Shawn M. Keeler

Re: additional snow plow rider

Please appoint Daniel J. McCann of 22 Spruce Mountain Rd. Putnam Valley, NY 10579 as a snow plow rider for the 2024 season at the rate of \$16.00 per hour with no benefits effective January 5, 2024.

Thank you,  
Shawn M. Keeler



6

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Theresa Crawley / Town Clerk's Office  
DATE: January 30, 2024

---

RESOLVE, that the Town Board authorize the payment of \$30.00 per hour, with no benefits, to Theresa Crawley, a certified Deputy Town Clerk, who assisted with training in the Town Clerk's office under emergency circumstances during the month of January. This cost is covered under the 2024 Budget.



7

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: July 4 Ever Fireworks Inc. / 2024 Services  
DATE: January 30, 2024

---

RESOLVE, that the Town Board authorize the Town Supervisor to sign a contract with the following pertaining to fireworks displays in 2024:

JULY 4 EVER FIREWORKS INC – for fireworks services on Friday, July 5<sup>th</sup>, 2024 in celebration of Independence Day for the sum of \$8,000.00, \$4,000.00 of which will be deducted from the Parks & Recreation Budget and \$4,000.00 of which will be deducted from the Town Budget; and

JULY 4 EVER FIREWORKS INC – for fireworks services for Town Day on Saturday, September 21<sup>st</sup>, 2024 for the sum of \$10,000.00, which is budgeted for this calendar year.



## **JULY 4 EVER FIREWORKS INC**

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this **24th** day of January, 2024 by and between **JULY 4 EVER FIREWORKS INC**, of Walden, NY (hereinafter referred to as "July 4 Ever"),

AND

**Town of Putnam Valley**

(hereinafter referred to as "Client")

**WITNESSETH:** For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

**July 4 Ever agrees:**

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever for the Fireworks as follows:

**Display Date: July 5th, 2024**

**Postponement Date: TBD**

**Contract amount: \$8,000.00** ; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever without written authority.

2. JULY 4 EVER further agrees to furnish, sufficient trained personnel to present a display.

**CLIENT further agrees:**

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

**Permit fees not included in price**

**Town of Putnam Valley Fireworks Display @ Leonard Wagner Park**

**The PARTIES mutually agree:**

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus any 3<sup>rd</sup> party vendor expenses. In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request July 4 Ever to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 - 7/4 of any year without express consent of July 4 Ever.
5. July 4 Ever reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever reserves the right to use multiple subcontractors in the setup and licensing of the display.
6. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever or its agents or personnel, July 4 Ever may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever. If the Client's financial conditions become unsatisfactory to July 4 Ever, July 4 Ever, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever is entitled to recover the balance due, plus accrued interest of 10%, plus attorney's fees, and court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. **INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE.** July 4 Ever shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event July 4 Ever is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.
12. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
13. Client agrees to hold harmless July 4 Ever for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever. July 4 Ever agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
14. **LIQUIDATED DAMAGES:** It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder July 4 Ever shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that July 4 Ever will have suffered damages due to Sponsor's default. The damages suffered by July 4 Ever as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due July 4 Ever is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by July 4 Ever.
15. **SECURITY/SAFETY:** SPONSOR shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by July 4 Ever. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that July 4 Ever will cease all fireworks discharge due to any security breach of the FSZ. July 4 Ever shall not be responsible for



personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that July 4 Ever responsibilities are limited to the Fireworks Display and that July 4 Ever is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the July 4 Ever technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The July 4 Ever technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display, or the setup schedule. The July 4 Ever technician may at any time temporarily discontinue the discharge of fireworks for any reason.

16. COAST GUARD PERMITS (where required): If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events). Coast Guard Application and Permit to Handle Hazardous Materials. Coast Guard Marine Event Permit.
17. SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price. SECURITY: MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
18. Sand: Please provide \_\_\_ yards of sand. Laborer(s): \_\_\_ laborers to arrive at fireworks site on \_\_\_\_\_ (They will not handle fireworks). Hotel Room(s): \_\_\_ hotel rooms (within 10 miles of show site). Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes ☐ No ☐
19. If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives.
20. RADIO SIMULCAST EXPENSES (if applicable): 1) Set up and staff a firework simulcast command center on site by 1 :00 PM on the display date. 2) Provide broadcast relay to July 4 Ever Firing Center. Call our office for details. 3) Speaker system for VIP viewing stands.

\_\_\_\_\_  
\_\_\_\_\_  
IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

**For CLIENT:**  
**TOWN OF PUTNAM VALLEY**

**For JULY 4 EVER FIREWORKS INC:**

By: \_\_\_\_\_  
Jacqueline Annabi, Town Supervisor

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

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

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever**  
**382 Rock Cut Road**  
**Walden, NY 12586**  
**845/564-0184 FAX 845/566-3715**

July 4 Ever  
382 Rock Cut Rd, Walden, NY 12586  
Tel: 845-564-0184 Fax: 845-566-3715

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

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

### FIRING SITE INFORMATION

LOCATION: Leonard M. Wagner Memorial Park  
ADDRESS: 156 Oscawana Lake Road  
Putnam Valley, NY 10579  
CONTACT: Frank DiMarco  
ONE)  
PHONE: 845-656-5297

### CONTACT PERSON

NAME: Jacqueline Annabi, Town Supervisor  
ADDRESS: Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
PHONE: 845-526-2121  
FAX: \_\_\_\_\_  
CELL: 914-486-9030  
E-MAIL: jannabi@putnamvalley.gov

### SHOW INFORMATION

DATE: July 5, 2024  
RAIN DATE: Not Applicable  
TIME: 8:30 p.m.

### STORAGE SITE INFO

LOCATION: Not Applicable  
ADDRESS: \_\_\_\_\_  
SECURITY YES OR NO (CIRCLE

### ALTERNATE CONTACT

NAME: Frank DiMarco  
ADDRESS: Parks & Recreation Building  
265 Oscawana Lake Road, Putnam Valley, NY 10579  
PHONE: 845-526-3292  
FAX: \_\_\_\_\_  
CELL: 845-656-5297  
E-MAIL: fdimarco@putnamvalley.gov



## **JULY 4 EVER FIREWORKS INC**

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this **24th** day of **January**, 2024, by and between **JULY 4 EVER FIREWORKS INC**, of Walden, NY (hereinafter referred to as "July 4 Ever"),

AND

**Town of Putnam Valley**

(hereinafter referred to as "Client")

**WITNESSETH:** For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

**July 4 Ever agrees:**

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever for the Fireworks as follows:

**Display Date: September 21st, 2024**

**Postponement Date: TBD**

**Contract amount: \$ 10,000.00** ; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever without written authority.

2. JULY 4 EVER further agrees to furnish, sufficient trained personnel to present a display.

**CLIENT further agrees:**

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

**Permit fees not included in price**

**Town of Putnam Valley Fireworks Display @ Leonard Wagner Park**

**The PARTIES mutually agree:**

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus any 3<sup>rd</sup> party vendor expenses. In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request July 4 Ever to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 - 7/4 of any year without express consent of July 4 Ever.
5. July 4 Ever reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever reserves the right to use multiple subcontractors in the setup and licensing of the display.
6. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever or its agents or personnel, July 4 Ever may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever. If the Client's financial conditions become unsatisfactory to July 4 Ever, July 4 Ever, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever is entitled to recover the balance due, plus accrued interest of 10%, plus attorney's fees, and court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. **INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE.** July 4 Ever shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event July 4 Ever is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.
12. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
13. Client agrees to hold harmless July 4 Ever for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever. July 4 Ever agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
14. **LIQUIDATED DAMAGES:** It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder July 4 Ever shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that July 4 Ever will have suffered damages due to Sponsor's default. The damages suffered by July 4 Ever as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due July 4 Ever is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by July 4 Ever.
15. **SECURITY/SAFETY:** SPONSOR shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by July 4 Ever. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that July 4 Ever will cease all fireworks discharge due to any security breach of the FSZ. July 4 Ever shall not be responsible for

personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that July 4 Ever responsibilities are limited to the Fireworks Display and that July 4 Ever is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the July 4 Ever technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The July 4 Ever technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display, or the setup schedule. The July 4 Ever technician may at any time temporarily discontinue the discharge of fireworks for any reason.

16. COAST GUARD PERMITS (where required): If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events). Coast Guard Application and Permit to Handle Hazardous Materials. Coast Guard Marine Event Permit.
17. SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price. SECURITY: MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
18. Sand: Please provide \_\_\_ yards of sand. Laborer(s): \_\_\_ laborers to arrive at fireworks site on \_\_\_\_\_ (They will not handle fireworks). Hotel Room(s): \_\_\_ hotel rooms (within 10 miles of show site). Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes ☐ No ☐
19. If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives.
20. RADIO SIMULCAST EXPENSES (if applicable): 1) Set up and staff a firework simulcast command center on site by 1 :00 PM on the display date. 2) Provide broadcast relay to July 4 Ever Firing Center. Call our office for details. 3) Speaker system for VIP viewing stands.

\_\_\_\_\_  
\_\_\_\_\_  
IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

**For CLIENT:**  
**TOWN OF PUTNAM VALLEY**

**For JULY 4 EVER FIREWORKS INC:**

By: \_\_\_\_\_  
Jacqueline Annabi, Town Supervisor

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

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

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever**  
**382 Rock Cut Road**  
**Walden, NY 12586**  
**845/564-0184 FAX 845/566-3715**

July 4 Ever  
382 Rock Cut Rd, Walden, NY 12586  
Tel: 845-564-0184 Fax: 845-566-3715

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

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

### FIRING SITE INFORMATION

LOCATION: Leonard M. Wagner Memorial Park  
ADDRESS: 156 Oscawana Lake Road  
Putnam Valley, NY 10579  
CONTACT: Frank DiMarco  
(ONE)  
PHONE: 845-656-5297

### CONTACT PERSON

NAME: Jacqueline Annabi, Town Supervisor  
ADDRESS: Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
PHONE: 845-526-2121  
FAX: \_\_\_\_\_  
CELL: 914-486-9030  
E-MAIL: jannabi@putnamvalley.gov

### SHOW INFORMATION

DATE: September 21, 2024  
RAIN DATE: Not Applicable  
TIME: 8:30 p.m.

### STORAGE SITE INFO

LOCATION: Not Applicable  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
SECURITY YES OR NO (CIRCLE

### ALTERNATE CONTACT

NAME: Frank DiMarco  
ADDRESS: Parks & Recreation Building  
265 Oscawana Lake Road, Putnam Valley, NY 10579  
PHONE: 845-526-3292  
FAX: \_\_\_\_\_  
CELL: 845-656-5297  
E-MAIL: fdimarco@putnamvalley.gov



8

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Putnam County Real Property Tax Service Contract  
DATE: January 31, 2024

---

RESOLVE, that the Town Board authorize the Town Supervisor to enter into and sign a contract with Putnam County for the purposes of real property tax services for the calendar year 2024.

## PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 1<sup>st</sup> DAY OF JANUARY BETWEEN: THE TOWN OF \_\_\_\_\_ REFERRED TO AS THE TOWN, AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF **2024** AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591.
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN, OR DESIGNATED STAFF MEMBER. ASSESSOR AND/OR DESIGNATED STAFF MEMBER IS RESPONSIBLE FOR ALL RPS SOFTWARE UPDATES TO BE CURRENT AND UPDATING REFERENCE TABLES IN RPS.
- 3) AFTER TAXABLE STATUS DATE ON MARCH 1st, ALL CHANGES SHALL BE ENTERED ON OR BEFORE **APRIL 14th** BY THE TOWN. THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS AVAILABLE FOR THE MAY 1st DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE *BOARD OF ASSESSMENT REVIEW* AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT/SENT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN **JUNE 16th** FOR FINAL ROLL PROCESSING AND USE FOR SCHOOL PROCESSING.
- 5) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE **NOVEMBER 10th**.
- 6) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY **NOVEMBER 07th**. RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY **NOVEMBER 10<sup>TH</sup>**.
- 7) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.



PRICE FOR THE PREPARATION OF THE FOLLOWING IS .48 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL w/1 COPY IN BINDER
- 2) COA'S (Town provided envelopes)
- 3) FINAL ASSESSMENT ROLL w/1 COPY IN BINDER
- 4) PDF File of Tentative and Final Rolls
- 5) 1 SET TAX MAPS 24" x 36"
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) DATA ENTRY FOR PRO-RATAS
- 8) BANK CODE LISTING
- 9) RPS 147D1, 155D1 & 160D1 TAX EXTRACTS
- 10) PDF Files of County/Town & School Tax Bills

***Optional Items-***

|                                               |                      |
|-----------------------------------------------|----------------------|
| Printed Tax Roll 1 Copy (155P1)               | .04 Per 2-sided Page |
| 1 Set of County/Town Tax Bills in Envelopes   | .20 Per Parcel       |
| 1 set of Printed TSO Lettered Bankcoded Bills | .10 Per Parcel       |
| Inserts (COA Notices and/or Tax Bills)        | .01 Per Piece        |

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF \$.50 PER UNPAID ENTRY IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

THE TOWN OF \_\_\_\_\_ HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

\_\_\_\_\_  
Kevin M. Byrne  
County Executive

\_\_\_\_\_  
Patricia A. McLoughlin  
County Director, RPTSA

\_\_\_\_\_  
Michael Lewis  
Commissioner of Finance

\_\_\_\_\_  
C. Compton Spain  
County Attorney

\_\_\_\_\_  
Mat C. Bruno, Sr  
Risk Manager

\_\_\_\_\_  
Town Supervisor




9

**KATHY DIOMEDE**  
*Interim Town Clerk*

**Town Clerk's Office**  
**CAROL SUKUP, Deputy Town Clerk**  
**JULIE RINALDI, Clerk**

TO: Supervisor Annabi  
Town Board

FROM: Kathy Diomede 

DATE: February 5, 2024

RE: Julie Rinaldi / Leave of Absence

---

I hereby request the approval of an unpaid leave of absence for our clerk, Julie Rinaldi, for a period of up to ten (10) business days due to unforeseen illness. Since Julie started on January 2<sup>nd</sup> of this year, she has not accrued enough sick days to cover this period of time. No benefits are at issue at this time.



10

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Wenonah Road Stormwater Improvement Project / Bid Award  
DATE: February 5, 2024

---

RESOLVE, that the Town Board approve and award the bid for the Wenonah Road Stormwater Improvement Project to T&A Construction, Inc. and authorize the Supervisor to enter into a Notice of Award agreement with them.

This bid was noticed. Three (3) bids were received as follows:

T&A Construction, Inc. - \$358,860.00  
Con-tech Construction Technology, Inc. - \$359,630.00  
Landwork Contractors, Inc. - \$701,875.00

The accepted bid price from T&A Construction, Inc. is \$358,860.00; this amount will be reimbursed to the Town of Putnam Valley through Putnam County ARPA funds.

## NOTICE OF AWARD

Dated February 8, 2024

TO: **T & A Construction, Inc.**

(Bidder)

ADDRESS: 910 W. Dover Road

Pawling, New York 12564

PROJECT: The Town of Putnam Valley, Putnam County, New York

Wenonah Road Stormwater Improvement Project

OWNER's CONTRACT NO. \_\_\_\_\_

CONTRACT FOR Wenonah Road Stormwater Improvement Project

You are notified that your Bid dated January 29, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and are hereby awarded a Contract for the Town of Putnam Valley Wenonah Road Stormwater Improvement Project.

The accepted Bid Price is **\$358,860.00**.

You must comply with the following conditions within ten days from the date of this Notice of Award, that is by **February 21, 2024**.

1. You must deliver to the OWNER 6 fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (Article 2.1 and Article 5) and Supplementary Conditions (Article SC-5).
3. You must deliver with the executed Agreement the Contract Insurance as specified in the Instructions to Bidders (Article 21), General Conditions (Articles 2.1 and Article 5) and Supplementary Conditions (Article SC-5).

4. Insurance Documents must list as Additional Insured the following:

J. Robert Folchetti & Associates LLC

5. All bonds, securities and insurance must identify the Contractor as **T & A Construction, Inc.**

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

THE TOWN OF PUTNAM VALLEY, NEW YORK  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**ACCEPTANCE OF AWARD**

T & A CONSTRUCTION, INC.  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

2/2/2024

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

From: 1/1/2024

To: 1/31/2024

| <b>Fee Type</b>              | <b>Count</b> | <b>Amount</b>      |
|------------------------------|--------------|--------------------|
| ADDITIONAL FEE               | 2            | \$489.00           |
| CW                           | 2            | \$150.00           |
| ELECTRI APP/NY ELEC          | 3            | \$120.00           |
| ELECTRIC APP/SWIS            | 16           | \$640.00           |
| GAS/PROPANE                  | 8            | \$600.00           |
| GENERATOR PERMIT             | 5            | \$375.00           |
| HVAC                         | 9            | \$900.00           |
| MI                           | 4            | \$280.00           |
| PERM                         | 9            | \$13,318.00        |
| PERRE                        | 1            | \$5,410.00         |
| PL                           | 8            | \$1,035.00         |
| RE                           | 6            | \$944.00           |
| RHCS                         | 1            | \$500.00           |
| SEARC                        | 12           | \$2,400.00         |
| SOLAR PANELS                 | 2            | \$1,934.00         |
| WETADM                       | 1            | \$50.00            |
| WETL                         | 1            | \$100.00           |
| WT/S                         | 6            | \$600.00           |
| <b>Total Fees Collected:</b> | <b>96</b>    | <b>\$29,845.00</b> |
| <b>Cash</b>                  | <b>1</b>     | <b>\$75.00</b>     |
| <b>Check</b>                 | <b>93</b>    | <b>\$29,570.00</b> |
| <b>Money Order</b>           | <b>2</b>     | <b>\$200.00</b>    |

**SEE ATTACHED**

## FEE TYPES

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