



# TOWN OF PUTNAM VALLEY

## Town Board Work Session

June 12<sup>th</sup>, 2024

Town Hall

5 PM

~~~~~

Meeting called to Order

Pledge of Allegiance

1. Re-Introduction of Proposed Towing Law
2. Introduce Moratorium on Battery Storage Units
3. CCE Presentation on Open Space Inventory
4. Districts:
  - a. Approve Landwork Contractors Proposal for North Beach, Lake Peekskill
  - b. Approve GEI 2024 Proposal for RBL Lake Management Services
  - c. Approve LPID Beach Monitor Appointments 2024
  - d. Approve RBL Dam Bid Award
  - e. Approve WSP Dam Construction Inspection Services Proposal
5. Accept Resignation of Town Prosecutor Due to Retirement
6. Appoint New Town Prosecutor
7. Accept Donation of 22 Peekskill Hollow Road
8. Facilities: Authorize Surplus of Equipment
9. Assessor's Office: Approve 2023 Assessment Settlement
10. Daily Fee Report: Summary May 1, 2024 – May 31, 2024

Adjournment

Next Town Board Meeting: Wednesday, June 19<sup>th</sup>, 2024 6 PM

Public Hearings: Wednesday, June 19<sup>th</sup>, 2024 6 PM:

Proposed Law on Ground Mount Commercial Solar Energy Systems  
Amendment to Law on Incentive Zoning  
Proposed Towing Law  
Moratorium on Battery Storage Units

**RESOLUTION 6:12 - #\_\_\_ OF 2024**

WHEREAS, on April 17, 2024 the Town of Putnam Valley Town Board proposed that certain Town Code local law amendments be made to the Town Code, specifically, to add Chapter 120, entitled "Towing List"; and

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby continues the public hearing on the revised proposed amendments through June 19, 2024, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and

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

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

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

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

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

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

## **CHAPTER 121**

### **TOWING LIST**

#### **§120-1. Declaration of purpose.**

It is hereby declared and found that it is of vital importance to the traveling public that disabled vehicles be removed from the highways as promptly as possible; that delay in removal results in traffic congestion and may cause additional accidents; that the towing of disabled motor vehicles from the highways of the Town of Putnam Valley is a matter affecting the public interest and consequently should be subject to supervision and administrative control for the purpose of safeguarding the public against traffic problems and confusion at the scene of accidents, fraud and excessive rates and similar abuses. To serve these ends, the Town Board establishes a towing list to be made available for use by responding police agencies.

#### **§120-2. Establishment of policy**

- A. It is the intent of the Town Board of the Town of Putnam Valley to establish a fair and uniform policy for towing of vehicles from accident scenes consistent with statutory and decisional law. The following issues have been taken into consideration in the development of this policy:
  - 1. The needs of the public.
  - 2. The needs of the towing industry
  - 3. The needs of responding police agencies.
- B. Towing companies participating in the Town towing program must demonstrate that they can give prompt, safe and professional service.
- C. This chapter also establishes appropriate administrative procedures to deal with those companies who do not meet the standards set forth herein.

#### **§120-3. Criteria for tow companies.**

The Town Board requires that any towing company which applies for a position on the Town towing list must meet the following standards:

- A. All towing companies must maintain minimum insurance coverage as follows and must provide evidence of such insurance (except as to worker's compensation) in the name of the listed towing company naming the Town of Putnam Valley as additional insured:
  - (1) Light duty:
    - (a) General auto liability: \$21,000,000 each occurrence, which may be met through excess or umbrella coverage.
    - (b) On-hook direct primary: \$100,000 each occurrence.

- (c) Garage keepers liability: \$4300,000 each occurrence.
  - (d) Workers' compensation: NYS requirements.
- (2) Heavy duty:
  - (a) General auto liability: \$42,000,000 each occurrence, which may be met through excess or umbrella coverage.
  - (b) On-hook direct primary: \$500,000 each occurrence.
  - (c) Garage keepers liability: \$1,000,000 each occurrence.
  - (d) Workers' compensation: NYS requirements.
- B. All towing companies in the form of a limited liability partnership, limited liability company, corporation or other form of organization must provide evidence of good standing with the NYS Department of State to confirm that the listed company is the same as the one identified in the license and insurance and to avoid duplication of listings.
  - (1) Each towing company, including any DBA or assumed name under which they appear, may submit only one application for the list.
  - (2) Each application must include the company's USDOT and/or NYSDOT number.
- C. All towing companies must maintain a valid inspection and registration for each of their tow vehicles. The companies must provide the following to the Town of Putnam Valley:
  - (1) A list of all tow vehicles to be used within the Town.
  - (2) A list of all drivers who will be operating said vehicles, with driver's license ID numbers.
- D. All towing companies must own, lease or sublease either a lighted, fenced and locked or indoor locked vehicle storage facility in which to store towed vehicles out of public access. Such storage facility shall be in compliance with applicable zoning and building code requirements and shall be located within the municipal boundaries of the Town of Putnam Valley.
  - (1) All records required by this chapter must be maintained at said location.
  - (2) All towing companies shall have staff at the vehicle storage facility to provide for vehicle redemption at least between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday.
  - (3) An inventory list for the cars on site shall be maintained.
- E. All towing companies must maintain adequate equipment to perform the required towing tasks. Each driver shall maintain a valid operator's license for the class of vehicle being driven to and from the tow scene.

- (1) Towing companies must have the following equipment:
    - (a) All trucks and equipment will adhere to all applicable NYSDOT and USDOT regulations.
    - (b) Each truck is to be equipped with:
      - [1] A broom.
      - [2] A shovel.
      - [3] Speedi dry or equivalent oil-absorbent product.
  - (2) All towing companies must have their vehicles marked in compliance with NYSDOT and/or USDOT regulations. (See 17 NYCRR § 820.1 and 49 CFR Part 390.)
  - (3) Towing companies must have at least one tow truck with a gross vehicle weight of 10,000 pounds or one flat bed with a gross vehicle weight of 15,000 pounds.
- F. All towing companies must comply with the twenty-minute response time to the scene of the tow after receiving the request for service. The twenty minutes runs from the initial call from the responding police agency to the tow company, regardless of whether voice contact is made.
- G. All towing companies must make their facilities and equipment available for scheduled inspections on two weeks' notice. These inspections will be made to ensure that each company maintains the required Department of Motor Vehicles (DMV) registration, vehicle registrations, vehicle inspections and vehicle insurance. The Town reserves the right to conduct inspections at any time of any tow trucks, insurance documentation and operator's license used by any company on the list.
- H. Towing companies on the list must apply for and receive a sticker from the Town of Putnam Valley, which must be displayed on the tow vehicle by all companies on the list.
- I. All tow truck drivers must maintain a valid license with the necessary and required tow endorsement, and proper classification for the vehicle being driven to and from the scene with proper endorsement, e.g., air brake if applicable. For the heavy duty list each tow truck driver must maintain a valid CDL- A license and any additional required endorsements for the vehicle being towed including tankers, hazardous materials, doubles and triples, etc.
- J. The towing company shall remove any debris at the scene from the vehicle being towed, including glass. Debris shall not include hazardous materials which require manifested disposal pursuant to DEC guidelines.

#### **§120-4. Application process.**

- A. All applications (initial and renewal) to be placed on the tow list shall be submitted in writing to the Town of Putnam Valley, on forms provided by the Town Clerk.

- B. Applications shall contain the following information:
- (1) Application fee and/or renewal fee, in the amounts established from time to time by resolution of the Town Board;
  - (2) A description of the vehicles owned by the towing company, including manufacturer, model and model year and the DOT registration number;
  - (3) Proof of the required insurance;
  - (4) Place and location of the storage yard and contact phone number, including after-hours contact information.
- C. Grounds for rejecting an application, whether original or renewal, is:
- (1) Material false statements or misrepresentations;
  - (2) Conviction of a felony in connection with the operation of a motor vehicle of any tow truck operator;
  - (3) Conviction of a felony in connection with the operation of a towing business of the company's owner or principal;
  - (4) Conviction of a felony involving fraud or corruption of the company's owner or principal;
  - (5) Failure to meet the criteria outlined in § 120-3.
- D. Tow companies are under a continued duty to consistently maintain and meet the requirements outlined in § 120-4 (B) and (C). They are under an affirmative duty to report any changes in status, specifically as they pertain to § 120-4 (B) and (C). To the extent a company falls out of compliance with said requirements, the company must report the same to the Town Clerk within 10 days of discovery of the failure to meet the requirements.

**§120-5. Procedure for suspension from tow list.**

- A. A tow truck operator may be suspended from the tow list for the following reasons:
- (1) Failure to respond to three calls within a three-week period, absent reasonable cause;
  - (2) Lapse of registration of tow vehicles;
  - (3) Lapse of inspection sticker; or
  - (4) Lapse of required insurance coverage.
- B. Notice of suspension may be served either personally or by overnight delivery at the tow operator's place of business as set forth on the application. Suspension without notice shall not be enforceable.
- C. In the event of suspension, tow truck operator may appeal the suspension and/or removal to

the Town Board within 20 days thereafter.

- D. Upon the determination that the tow truck operator failed to respond to three calls within a three-week period, absent reasonable cause, may result in suspension from the tow list for a period of up to four weeks.
- E. In the event of lapse of registration, insurance coverage, inspection sticker or loss of license, the company shall be immediately suspended and the suspension shall continue until the requirements are brought into compliance or otherwise cured.
- F. To the extent a company suspended from the list, and the list has ~~15~~6 companies on it at the time of suspension, the company's position will not be filled until latter of when the twenty-day appeal period has run or the appeal has been dismissed.
- G. A company suspended due to a lapse of registration, insurance coverage, inspection sticker or loss of license may present evidence that the defect has been cured within the twenty-day window and, if the Board determines the defect has been cured, the Board shall reinstate the company.

**§120-6. Annual inspections.**

- A. The Town shall conduct annual inspections of the towing companies' facilities as identified on the application.
- B. Such inspection shall be scheduled at least two weeks in advance with a notice in writing served by facsimile, email or personal delivery.
- C. Inspections shall verify:
  - (1) If the company is a repair shop or body shop, that it has a valid DMV registration for such shop;
  - (2) For each towing vehicle, a valid registration, a valid inspection sticker and valid insurance coverage;
  - (3) Determine the adequacy of the storage area used by the company.
- D. The results of these inspections shall be in writing and placed on file in the tow truck operator's file maintained by the Town Clerk.
- E. Reinspection shall occur within two weeks to insure that any noted deficiencies have been corrected; follow-up inspections shall also be placed on file as stated above.
- F. Within 45 days of the scheduled inspection, the inspector shall submit a memorandum to the Town Board listing all facilities inspected, the results of the inspection and any reinspection.

**§120-7. Operational guidelines.**

- A. Towing companies are expected to:
  - (1) Be available 24 hours a day, seven days a week



- (2) Be willing to respond to any type of tow call, whether it be a collision, disabled vehicle, impound, etc.
- B. Vehicle owners or representatives must be able to retrieve their vehicles Monday through Friday during normal business hours. The towing company may charge up to \$50 for an after-hours release at the vehicle owner's request.
- C. Towing companies must provide one permanent day and/or night phone number. Absent mitigating circumstances, towing companies will not contact the Town and/or responding police agencies and attempt to leave phone numbers of on-call tow truck operators.
- D. Towing companies and their personnel must comply with all applicable rules and regulations of Federal Motor Carrier Safety Law as well as the New York State Vehicle and Traffic Law and the Town of Putnam Valley Code.
- E. Towing companies must comply with General Business Law §§ 399-x and 399-xx requirements as they pertain to forms of payment that must be accepted by tow companies.

**§120-8. Rates and charges.**

- A. Towing companies shall maintain records of all charges for tows dispatched pursuant to this chapter and such records shall be available for review by the Town upon request.
- B. The Town Board shall establish by resolution a schedule of maximum rates and charges permitted to be charged by towing companies for tows dispatched pursuant to this chapter, subject to annual review. Charges in excess of such authorized rates are prohibited and constitute grounds for removal pursuant to §§120-9 and 120-10.

**§120-9. Prohibited acts.**

- A. No tow truck operator or company shall respond to the scene of any motor vehicle accident within the Town of Putnam Valley unless a specific request for the services of such tow truck operator has been requested by the person in charge of a disabled vehicle, a police officer or other emergency personnel. It shall be an affirmative defense that the tow truck operator was justified in arriving at the scene of the motor vehicle accident when he or she was not specifically requested to be there when his or her presence was required as an emergency measure to avoid an imminent public or private injury.
- B. No tow truck operator or company shall charge fees in excess of the maximum authorized rates set by Town Board resolution, pursuant to § 120-8 (B).
- C. All tow truck operators and companies must comply with all rules outlined in this local law. Violation of any provision of this local law may be deemed a punishable offense.
- D. All tow companies must comply with their affirmative duty to report their own noncompliance as outlined in §120-4 (D), to the extent they knew or should have known of the noncompliance.

**§120-10. Penalties for offenses outlined in §120-9.**

The penalties will be set from time to time by Town Board resolution.

2

**RESOLUTION 6:12 - # \_\_\_\_ OF 2024**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that a Town Zoning Code local law amendment be made to Town Code Chapter 165, entitled "Zoning," specifically to enact a temporary moratorium and prohibition relating to applications for Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind energy Conversion Systems for a period of twelve (12) months; and

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

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

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

WHEREAS, the amendments require a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby sets a public hearing on the proposed amendments for July 19, 2024, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and

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

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

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

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

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

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

**TOWN OF PUTNAM VALLEY LOCAL LAW NO. \_\_ of 2024**

**A LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM  
PROHIBITING LARGE SCALE BATTERY ENERGY STORAGE SYSTEM  
INSTALLATIONS, AND LARGE-SCALE WIND ENERGY CONVERSION  
SYSTEMS WITHIN THE TOWN OF PUTNAM VALLEY**

Be it enacted by the Town Board of the Town of Putnam Valley as follows:

**SECTION 1. TITLE**

This Local Law shall be known as the “Moratorium on and Prohibition of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind energy Conversion Systems within the Town of Putnam Valley.”

**SECTION 2. STATUTORY AUTHORITY; PURPOSE AND INTENT.**

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Putnam Valley under the New York State Constitution, and the Laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c)(ii)(6), (10); Municipal Home Rule Law § 10(1)(i); Municipal Home Rule Law § 10(1)(ii)(a)(6), (11), (12), and (14); Municipal Home Rule Law § 10(1)(ii)(d)(3); Municipal Home Rule Law § 10(2); Municipal Home Rule Law § 10(3); Municipal Home Rule Law § 10(4)(a), and (b); Statute of Local Governments §10(1), (6), and (7); Town Law § 64 (17-a); Town Law § 130(3) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301(1)(b), 3- 0301(2)(m) and 8-0113 and 6 NYCRR Part 617, also known as the State Environmental Quality Review Act, as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is a land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive “incidental control” of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Zoning Ordinance of the Town of Putnam Valley and New York state law which require the Planning Board and/or the Town

Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind Energy Conversion Systems (as herein later defined) within the Town of Putnam Valley for a period of up to twelve (12) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind energy Conversion Systems. The Town Board has formally requested the Building and Zoning Department and the Planning Board of the Town of Putnam Valley to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind energy Conversion Systems. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognizes the need to review and examine its existing ordinances, local laws, and Zoning Ordinance provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind Energy Conversion Systems. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this purpose. During the term of the moratorium the Town of Putnam Valley shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Ordinance.

At this time, there are no pending applications for the location, development, or site plan approval of a Large-Scale Battery Energy Storage System Installation, and/or Large-Scale Wind Energy Conversion System.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing community and landscape. At present, the Zoning Ordinance of the Town of Putnam Valley may not adequately regulate such land use. If the community allows such development during that time, the goals of the Town Zoning Code and its related legislation favoring the preservation and support of scenic, cultural, aesthetic, historic, environmental, and other resources of the Town of Putnam Valley could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Ordinance of the Town of Putnam Valley, thus protecting and furthering the public interest, health, and safety.

### **SECTION 3. DEFINITIONS.**

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

**Large Scale Battery Energy Storage System Installation(s)** -Any installation of a rechargeable energy storage system having an aggregate energy capacity of 600kWh or more, consisting of electrochemical storage batteries or similar technology, battery chargers, controls, power conditioning systems, inverters, transformers, switchgears and associated electrical equipment designed to store electrical power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site and having an aggregate energy capacity of less than 600kWh shall not be considered a "Large Scale Battery Energy Storage System Installation" for purposes of this Moratorium.

**Large Scale Wind Energy Conversion System Installation-** Any installation that converts the kinetic energy available in the wind to mechanical energy that can be used to operate an electrical generator. Large Scale Wind Energy Conversion Systems specifically do not include any system undertaken by individual landowners, householders or farmers for their own personal use or the use of a business owned by them.

### **SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.**

- A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Putnam Valley, for the construction, establishment, or use or operation of any land, body of water, building, or other structure located within the Town of Putnam Valley, for any , Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind Energy Conversion Systems, as defined above.
- B. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Putnam Valley for any Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind Energy Conversion Systems, as defined above.
- C. The prohibitions set forth above in Clauses A. and B. of this Section 4. are not intended, and shall not be construed, to prevent or prohibit the use and development of Battery Energy Storage System Installations and Wind Energy Conversion Systems designed and constructed with capacity sufficient only for personal or individual use on or about any residence or place of business, or any farm operation,

so long as such use does not produce energy for the purpose of resale to or by any third party. The term "resale to or by any third party" as used immediately above shall not be construed to include any individual or business that directs such produced energy back into the public grid solely to off-set their own energy consumption.

- D. This and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is twelve (12) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.
- E. This moratorium and prohibition shall apply to all real property within the Town of Putnam Valley, and all land use applications for the siting or creation of Large-Scale Battery Energy Storage System Installations, and Large-Scale Wind Energy Conversion Systems within the Town of Putnam Valley.
- F. Under no circumstances shall the failure of the Town Board of the Town of Putnam Valley, the Zoning Board of Appeals of the Town of Putnam Valley, the Planning Board of the Town of Putnam Valley, or the Code Enforcement Officer for the Town of Putnam Valley to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town-level approval constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

## **SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.**

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this local law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the zoning board of appeals.

Following a request for hardship variance relief, a noticed public hearing shall be held, at which hearing the Town Board may consider:

- A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other environmental concerns.
- B. The impact of the proposed application on the applicant's premises and upon the surrounding area.
- C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.



- D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Putnam Valley.
- E. The written opinion of the Town of Putnam Valley Planning Board and the Town of Putnam Valley Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.
- F. Such other reasonable considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be consistent with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner which is unique to the property owner, and a finding that the grant of an exemption will be in harmony with and will be consistent with the recommendations of the Comprehensive Plan.

An application for relief of application of the moratorium shall be accompanied by a fee of \$5000.00, together with the applicant's written undertaking, in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town for services provided by the Attorney for the Town.

## **SECTION 6. PENALTIES.**

- A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500) or imprisonment for a period of not more than 30 days, or both. For the purposes of this Clause A., each day that a violation of this Local Law exists shall constitute a separate and distinct offense.
- B. Compliance with this Local Law may also be compelled, and violations restrained by order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.
- C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town

relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the property(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

#### **SECTION 7. CONFLICTS.**

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation, or Code provision.

#### **SECTION 8. SEVERABILITY.**

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgment or declaration shall be confined in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgment or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary as to such person or circumstances, such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to particular provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

#### **SECTION 9. EFFECTIVE DATE.**

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.



3

## Why Create an Open Space Inventory or Plan for Putnam Valley?

In 2018 the Putnam Valley Commission for the Conservation of the Environment (PVCCE) developed the Town of Putnam Valley Natural Resources Inventory with the assistance of the Hudson Highlands Land Trust (HHLT) and with grant funding from the Hudson River Estuary Program. A natural resource inventory (NRI) serves as a source of information regarding the biodiversity that exists within a community. NRIs play an important role in providing baseline data for municipal officials to use when making planning and land use decisions. With an NRI in hand, communities are well-positioned to develop strategies to conserve their priority natural areas and the many benefits that come with a healthy environment. Combined with analysis and community input, the NRI provides a foundation for developing an open space inventory (OSI) or open space plan (OSP). The term open space refers to land that is not intensively developed for residential, commercial, or institutional use. Open space serves many purposes, whether publicly or privately owned, and can include parks, recreational sites, scenery, trails, forests and woodlands, wetland and stream corridors, rare or important habitats, farms, and historic properties. In more rural areas, open spaces often contains many of the natural resources identified in a town's NRI. For this reason, an existing NRI is an important tool when creating an OSI or OSP.

An open space inventory is a listing of open areas within the municipality with each such area identified, described, and listed according to the value those spaces have to the community for either recreation, conservation, development, or municipal use. Undisturbed land that protects drinking water sources, or that helps naturally manage stormwater runoff can be especially valuable to municipalities that wish to avoid the high costs of building infrastructure that fulfills these roles. Once priorities are identified, mapped, and described, an open space plan outlines the best options for use and protection of those priorities, and lays out a plan for action with clear recommendations. Acquisition is only one mechanism for meeting open space goals; examples of other approaches include zoning updates, designation of critical environmental areas, revegetating stream and wetland buffers, and connecting recreational trails for public use. Both OSIs and OSPs are non-binding tools intended to help municipalities make these informed lands use decisions. They show a commitment to natural resources and open space while not constraining development. In a nutshell, we're talking about facilitating smart growth.

The benefits to developing an OSI or OSP are numerous. The primary benefit is having a full understanding of what land use priorities are for the municipality. OSIs and OSPs can inform the comprehensive planning process and are often adopted as addendums to comp plans as an additional source of data for developing a long-term vision for a town. Knowing what natural resources the town has, where they are, and how that informs land use priorities supports thoughtful and sustainable growth. An OSP can help municipalities develop zoning overlays or modify existing zoning regulations in order to help preserve resources deemed important by the community. Another clear benefit to having an open space inventory or plan is that it shows state and county agencies that a municipality is serious about their planning and land use priorities. State agencies and public and private grant providers will often view municipalities with these types of planning tools in place as better candidates for effective use of project funding for things like water quality improvement, infrastructure upgrades, and farmland preservation. Additionally, having clear open space preservation priorities in place can better inform a municipality where appropriate development and growth can occur. This not only helps planning and zoning boards fulfill their duties, but also supports the legitimacy of significant land use decisions, making them less arbitrary in nature and less susceptible to legal challenge.

Finally, the process of developing an open space inventory or plan can strengthen communities by bringing residents together to discuss common goals and visions. Prioritizing the importance of open spaces and natural resources as a town gives residents agency and helps raise awareness of the importance of the local environment to the health and well-being of the community.

## What is the Process?

---

The process of creating an OSI or OSP is much like the process for developing an NRI. The first step is securing funding to pay for consultants that will generate the final report and prepare maps that will accompany and illustrate the report narrative. There are a few different potential sources of funding for such projects, but the most reliable source of grant funding is through the DEC's Hudson River Estuary Program (HREP). The DEC offers competitive Hudson River Estuary Grants to help communities in the watershed develop conservation plans; increase resiliency to flooding; protect water quality; and restore fish and wildlife habitat. HREP works with grantees to ensure successful outcomes. Additional sources of funding for land-use, conservation, climate resiliency, and waterfront planning in the estuary watershed include the Hudson River Valley Greenway, the DEC Climate Smart Communities Program, and the Department of State.

It is important to remember that even if a municipality acquires funding to pay for consultants, there are still many logistical tasks associated with developing an inventory or plan that will fall to dedicated volunteers. Open space planning requires public input. There will be public meetings to schedule and facilitate, there will be information to gather and unique local considerations that will have to be shared with consultants, there will be review and proofing of report drafts, etc. Identifying and convening a team dedicated to facilitating the open space planning process is a crucial second step. This is where an active Conservation Advisory Council, such as the Putnam Valley CCE, can play a vital role in such a project. Very often a subcommittee of a CAC will be formed to take on this task and can also include interested members of the public that are not part of the council/committee.

Having municipal leadership on board is also extremely important. It is best for the town government to pass a resolution stating its intent to develop an OSI or OSP. Such a resolution will help in the grant application process. Town board members are also likely to be a part of the planning process, whether it's attending public meeting, helping facilitate the gathering of data, or simply keeping the community informed of progress and goals. Ultimately, such efforts cannot happen without having buy-in from the town's elected and appointed officials.

The Hudson Highlands Land Trust has a strong interest in seeing robust conservation and land use planning put in place at the municipal level within our service area. The value of open space is greater when it's considered in the context of the overall environment, rather than viewed in isolation. For example, open space plans provide opportunity to devise intermunicipal strategies for prominent features that require coordinated conservation efforts by multiple communities, such as large forests, habitat connectivity, and watersheds. HHLT would be happy to assist the Town of Putnam Valley move forward with the creation of an open space inventory or plan and we are available to discuss in further detail at the town's convenience.

**More detailed information** about conservation and land use planning from HREP can be found [here](#)

**A webinar** on open space Inventories and plans can be found [here](#)

## OPEN SPACE PRESENTATION NOTES

### The Hudson River Estuary Program

#### Working to achieve key benefits

- clean water
- resilient communities
- vital estuary eco systems
- fish, wildlife and habitat
- natural scenery
- education, access, recreation, and inspiration

### What is Open Space?

"Land that is not intensely developed for residential, commercial, industrial, or institutional use" NYS Department of State

- Farmland
- Forrest
- Shoreline
- Wetlands
- Waterbodies
- Park land
- Vacant lots
- Community Gardens
- Trails
- 

### Why Protect Open Space?

Nature provides vital benefits to our communities!

- water quality and quantity
- flood control
- clean air
- carbon storage
- recreation
- scenery
- forest products
- pollination
- 

### How do we protect open space?

**Local regulation** (zoning, site plan approval, etc.)

**Taxation Policy** (agricultural districts, forest tax programs.)

**Land acquisition** (parks/preserves, easements)

Local legislatures may create a conservation advisory council (CAC) to advise in the development, management and protection of its natural resources. **This legislation directs CAC'S to create an open areas inventory and map.**

*Article 12-F Section 239-X of the State of New York General Municipal Law*

**Identify what you have.      Prioritize      Plan, protect, manage**

**Natural Resources Inventory (NRI)**

- geology and soils
- water resources
- habitat and wildlife
- land use
- cultural resources
- climate conditions

**Components of an Open Space Plan**

- NRI
- Community input
- Mapped priorities
- Land conservation tools
- Recommendations

**Community Engagement**

- On surveys/websites
- Interviews
- Public workshops
- Focus groups

**Adoption of Open Space Plan as part of Comprehensive Plan**

## STATE OF NEW YORK

### ARTICLE 12-F, GENERAL MUNICIPAL LAW

#### Section 239-x. Creation of conservation advisory council.

1. The local legislative body of any city, town or village may create a conservation advisory council, hereafter called the council, to advise in the development, management and protection of its natural resources. Such council shall direct itself toward accomplishing the following:
  - a. Conduct researches into the land area of the municipality for which it was created;
  - b. Seek to coordinate the activities of unofficial bodies organized for similar purposes and to cooperate with other official municipal bodies active in the area of community planning for the particular municipality;
  - c. It may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgement it deems necessary for its work;
  - d. It shall keep an inventory and map as defined in section 239-y of this article, of all open areas within the municipality with the plan of obtaining information pertinent to proper utilization of such open lands including lands owned by the state, any other municipality within the state or by the particular municipality itself;
  - e. It shall keep an inventory and map of all open marsh lands, swamps and all other wet lands in a like manner, and may recommend to the governing body of the municipality a program for ecologically suitable utilization of all such areas;
  - f. It shall keep accurate records of its meetings and actions and shall file an annual report with the local legislative body of the municipality on or before the thirty-first day of December of each and every year. Once approved, such legislative body shall forward a copy of this report to the state commissioner of environmental conservation;
  - g. In addition to the foregoing, carry out any other duties, tasks, or responsibilities, consistent with the objectives of this article, assigned to it by resolution of the local legislative body creating the said council.
2. When authorized by resolution of the local legislative body, a council may accept by gift, grant, bequest, or otherwise, money or other personal property in the name of the municipality, for use in furtherance of the provisions of this act. A local legislative body may accept by gift, conditional or unconditional grant, devise or otherwise, real property in fee, or any lesser interest, including conveyance with limitations or reversions, for the purposes of this act.

In addition, upon the written recommendation of the council the local legislative body may acquire by purchase in fee or any lesser interest, through negotiation or by condemnation, such real or personal property as may be needed to fulfill the purpose of this act.
3. Such council shall consist of not less than three or more than nine members who shall be appointed by the local legislative body and serve at the pleasure of such body for a term not exceeding two years. Such local legislative body may, notwithstanding any inconsistent provision of law, appoint up to two members to the council who are between the ages of sixteen and twenty-one.

4. The presiding officer or chairman of the council shall be designated by the local legislative body from among the members so appointed to the council. The local legislative body shall have authority to remove any member of said council so appointed for cause, after a public hearing, if requested. A vacancy shall be filled for the unexpired term in the same manner as an original appointment.
5. In the case where the local legislative body is a town board, such salaries, charges and expenses so permitted by an appropriation of the town board for such council shall be a charge upon the taxable property of that part of town outside of incorporated villages and shall be assessed, levied and collected therefrom in the same manner as other town charges.
6. To assist a council in carrying out its functions, powers and duties, it may request the department of environmental conservation to;
  - a. Prepare reports outlining objectives, priorities and proposed relationships of the council to the local legislative body;
  - b. Prepare a description of work to be undertaken, advantageous techniques to be used and suggested roles of council members;
  - c. Provide research on conservation facts and procedures;
  - d. Provide, on a consulting basis, technical and research assistance as may be required to assist the council in carrying out its work and to enable the council to offer recommendations to the local legislative body;
  - e. Describe particular areas of natural resources within the city, town or village, as the case may be, which require particular attention by the council.
7. Within thirty days following the establishment of a council, written notification thereof shall be sent by the local legislative body to the state commissioner of environmental conservation.
8. Any conservation advisory council heretofore created pursuant to the provisions of section 64-b of the town law is hereby continued with the same powers and duties as when originally created.

Section 239-y. Designation of council as conservation board.

1. As used in this section, the following words and phrases shall have the following meanings:
  - a. "Open area". Any area characterized by natural scenic beauty or, whose existing openness, natural condition or present state of use, if preserved, would enhance the present or potential value of abutting or surrounding development or would establish a desirable pattern of development or would offer substantial conformance with the planning objectives of the municipality or would maintain or enhance the conservation of natural or scenic resources.



- b. "Conservation open areas inventory". An inventory of open areas within the municipality with each such area identified, described and listed according the priority of acquisition or preservation.
  - c. "Conservation open areas map". A map or maps identifying open areas within the municipality which are earmarked for preservation, including, but not limited to, open areas that are required to be set aside out of subdivision plats, publicly owned open areas, open areas preserved by non-public organizations and open areas having conservation, historical or scenic significance.
  - d. "Open space index". The conservation open areas inventory and conservation open areas map after acceptance and approval by the local legislative body.
2. The local legislative body of any city, town or village, which has created a conservation advisory council may, by resolution, redesignate such council as a conservation board provided such council has prepared and submitted to the local legislative body the conservation open area inventory and map which are accepted and approved by the local legislative body ass the open space index of the municipality.
3. General powers and duties of conservation boards. To further assist a city, town or village in the development of sound open area planning and assure preservation of natural and scenic resources on the local level, a conservation board shall:
  - a. Review each application received by the local legislative body or by the building department, zoning board, planning board, board of appeals or other administrative body, which seeks approval for the use or development of any open area listed in the open space index. The conservation board shall submit a written report to the referral body within forty-five days of receipt of such application. Such report shall evaluate the proposed use or development of the open area in terms of the open area planning objectives of the municipality and shall include the effect of such use or development on the open space index. The report shall make recommendations as to the most appropriate use or development of the open area and may include preferable alternative use proposals consistent with open areas conservation. A copy of every report shall be filed with the legislative body;
  - b. Make available for public inspection at the office of the conservation board copies of all such reports of the conservation board;
  - c. Notify the department of environmental conservation of its creation within thirty days of the resolution of the legislative body;
  - d. Perform any duties assigned to it by resolution of the legislative body
4. In addition to the foregoing, a conservation board may:
  - a. Exercise any of the functions and responsibilities heretofore granted to conservation advisory councils;

- b. Request the assistance of the department of environmental conservation in the preparation of any report.



4a

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Landwork Contractors, Inc. / North Beach, Lake Peekskill  
DATE: May 23, 2024

---

RESOLVE, that the Town Board approve the Supervisor entering into a contract with Landwork Contractors, Inc. for work at North Beach in Lake Peekskill. The total for the scope of the work is \$137,850.00, which funds will be reimbursable through FEMA following the storm of July 2023.



144 Buckshollow Road  
Mahopac, NY 10541  
(914) 479-2537/Fax: (914) 293-0094  
[www.landworkcontractors.com](http://www.landworkcontractors.com)

**Proposal To: Contract between Landwork Contractors, Inc. and the following**

**Client:** Town of Putnam Valley

265 Oscawana Lake Road

Putnam Valley, NY 10579

**Job Site:** North Beach Lake Peekskill, NY

**Proposal Dated:** May 18, 2024

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

1. Install approximately 250' of silt fence.
2. Excavate and remove the existing railroad tie retaining wall in between the lawn area and the beach sand area.
3. Excavate the subsoil to install a new crushed gravel footing that will be approximately 18" wide x 8" deep x 228' long.
4. Remove and replace two sections of disturbed 15" HDPE pipe. One sections is approximately 21' long and the other section is approximately 25' long.
5. Install the first course of the new retaining wall block using Unilock Concord XL over the crushed gravel footing.
6. Install a 4" perforated PVC drain pipe behind the first course of the wall block. Install gravel and filter fabric around the pipe.
7. Install the next courses of wall block and 2 layers of geogrid. The wall will be approximately 2' tall x 228' long. Install Unilock Concord capstone over the final retaining wall course.
8. Use crushed gravel to backfill the first 18" behind the retaining wall. The excavated soils will be used behind the wall for lawn restoration.
9. Install two sets of steps from the lawn area to the beach area using Unilock Sienna Steps 48" long x 7.25" rise.
10. Clean up and remove construction debris.
11. Supply and install 80 cubic yards of new beach sand.
12. Rake and reseed disturbed lawn areas.

The total cost for the above scope of work is \$137,850.00.

The above proposal is using NYS Prevailing Wage Labor rates.

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

Regards,

**Joe Ruggiero**

Landwork Contractors, Inc.

Cell: 914-646-4846

[joe@landworkcontractors.com](mailto:joe@landworkcontractors.com)


APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024

TOWN OF PUTNAM VALLEY

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

46

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 6/3/2024  
**Re:** RBL – GEI 2024 Lake Management Services Proposal

---

I formally request the Town Board authorize the Supervisor to accept proposal #610027, from GEI consultants for the 2024 Lake Management Services for Roaring Brook Lake.

The scope of work and estimated fees are for performing lake management services for the 2024 field season. GEI proposes to monitor water quality, install, and monitor Eutrosorb™ bags in Roaring Brook Lake, attend two public meetings, and provide a summary letter/action plan. Please see the attached proposal.

- Task 1 Project Management \$628
- Task 2 Water Quality Monitoring and Analysis \$9,869
- Task 3 Eutrosorb Installation and Monitoring \$2,200
- Task 4 Aquatic Plant Survey \$4,257
- Task 5 RBLPOA Summer Meeting and Work Session \$400
- Task 6 Summary Letter and Action Plan \$4,583
- Task 7 Public Presentations \$1,010
- Task 8 Zooplankton Sampling \$800

The total cost is not to exceed \$24,000 and will be covered by the district.

May 22, 2024  
Proposal No.610027

VIA EMAIL: [jannabi@putnamvalley.gov](mailto:jannabi@putnamvalley.gov)  
VIA PHONE: 845.526.2121

Jacqueline Annabi  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

**Re: Proposal for 2024 Lake Management Services  
Roaring Brook Lake  
Putnam Valley, New York**

Dear Supervisor Annabi:

GEI Consultants, Inc. DBA GEI Consultants Engineering, Geology, Architecture & Landscape Architecture (GEI) is pleased to submit this proposal presenting the scope of work and fees associated with implementing lake management practices in 2024 for Town of Putnam Valley (TOPV), Putnam County, New York for Roaring Brook Lake.

## **Scope of Work and Fee Estimates**

The scope of work and estimated fees are for performing lake management services for the 2024 field season. GEI proposes to monitor water quality, install, and monitor Eutrosorb™ bags in Roaring Brook Lake, attend two public meetings, and provide a summary letter/action plan.

### ***Task 1. Project Management***

Project management is a necessary part of the proposed project and includes general project management and client coordination such as phone calls, emails, and research on equipment and materials.

**Task Estimate:** \$628

### ***Task 2. Water Quality Monitoring and Analysis***

Monthly from June to October 2024, GEI staff will collect water quality data at the deepest location of the lake. Staff will take water clarity measurements using a Secchi disk, temperature and oxygen profiles with a water quality sonde, nutrient samples, and algae cell counts. Nutrient samples will be taken at the surface, middle, and bottom of the water column and analyzed for total phosphorus (TP) and total nitrogen (TN). Algae samples will be taken using a 3-meter integrated tube sampler and analyzed under a microscope for dominant cyanobacteria genera. See the table below for a breakdown of the sampling regime for 2024.

**Task Estimate: \$4,257**

### ***Task 5. Roaring Brook Lake Property Owner's Association Summer Meeting and Working Session***

One GEI staff member will attend one public meeting of the Roaring Brook Lake Property Owner's Association (RBLPOA) at Children's Beach. GEI staff will update the association on the water quality and general lake management activities and take questions from the community.

**Task Estimate: \$400**

### ***Task 6. Summary Letter and Action Plan***

At the end of the field season, GEI will compile all collected field data and submit a summary letter detailing 2024 monitoring activities. The letter will include relevant figures, graphs, and tables to describe 2024 lake conditions along with an action plan for 2024 lake management activities. GEI anticipates this document will be available to the TOPV in electronic format before or by February 2024.

**Task Estimate: \$4,583**

### ***Task 7. Public Presentation***

One GEI staff member will attend and present a 2024 summary PowerPoint, detailing all 2024 sampling activities to the TOPV. Price assumes an in-person meeting at the TOPV town hall.

**Task Estimate: \$1,010**

### ***Additional Task 8: Zooplankton Sampling***

During the water quality sampling events in task 2, GEI staff will collect and analyze zooplankton samples. Samples will be collected at the deep location and taxa will be identified to the lowest practical taxon. A total of five samples will be collected.

**Task Estimate: \$800**

The table below breaks down the cost of services. GEI expenses include travel, nutrient testing costs, equipment rentals and Eutrosorb™ bag purchase.

| Task  | Activity                                                       | GEI Fee         | GEI Expenses   | Total Cost      |
|-------|----------------------------------------------------------------|-----------------|----------------|-----------------|
| 1     | Project Management                                             | \$628           | \$0            | \$628           |
| 2     | Water Quality Monitoring and Analysis                          | \$5,325         | \$4,544        | \$9,869         |
| 3     | Eutrosorb™ Installation and Maintenance                        | \$1,212         | \$1,008        | \$2,220         |
| 4     | Aquatic Plant Survey                                           | \$4,257         | \$0            | \$4,257         |
| 5     | Roaring Brook Lake Property Owner's Association Summer Meeting | \$400           | \$26           | \$426           |
| 6     | Summary Letter and Action Plan                                 | \$4,583         | \$0            | \$4,583         |
| 7     | Public Presentation                                            | \$1,010         | \$0            | \$1,010         |
| 8     | Additional Zooplankton Monitoring                              | \$800           | \$0            | \$800           |
| Total |                                                                | <b>\$18,233</b> | <b>\$5,578</b> | <b>\$23,811</b> |

## Appendices

### Appendix A    Standard Professional Services Agreement



Proposal for 2024 Lake Management Services  
Roaring Brook Lake  
Putnam Valley, New York  
May 22, 2024

## **Appendix A Standard Professional Services Agreement**



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc. DBA GEI Consultants Engineering, Geology, Architecture & Landscape  
Architecture

1000 New York Ave., Suite B, Huntington Station, New York 11746

and

Town of Putnam Valley

265 Oscawana Lake Road, Putnam Valley, New York 10579

By this Agreement, the parties do mutually agree as follows:

### 2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

### 3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

### 4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

### 5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

### 6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

### 7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

### 8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

### 9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

### 10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

### 12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

### 13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

|             |                                                                 |
|-------------|-----------------------------------------------------------------|
| For CLIENT: | Jacqueline Annabi                                               |
|             | Town of Putnam Valley                                           |
|             | 265 Oscawana Lake Road, Putnam Valley, New York 10579           |
| For GEI:    | Damon Oscarson                                                  |
|             | 1000 New York Ave., Suite B, Huntington Station, New York 11746 |

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of New York.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

### 14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

### 15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ☒ Exhibit A, Scope of Services and Schedule
- ☒ Exhibit B, Payment Terms
- ☒ Exhibit C, Insurance
- ☒ Exhibit D, Special Provisions for Field Services
- ☐ ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ☐ ~~Exhibit F, Special Provisions for Engineering Design Services~~
- ☐ ~~Exhibit G, Special Provisions for Opinions of Probable Construction Costs~~
- ☐ ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

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

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

For GEI:

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

(Signature)

Damon Oscarson

\_\_\_\_\_  
(Print Name)

Senior Ecologist

\_\_\_\_\_  
(Title)

May 22, 2024

\_\_\_\_\_  
(Date)

\*\*\*\*\*

### EXHIBIT A

#### Scope of Services and Schedule

See Attached Letter Proposal Dated May 22, 2024.

### EXHIBIT B

#### Payment Terms

See Attached Letter Proposal Dated May 22, 2024, including GEI's 2024 Fee Schedule and Payment Terms.

### EXHIBIT C

#### Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
  - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
  - 2. Including explosion, underground drilling excavation, and collapse hazards.
  - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
  - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
  - 1. \$1,000,000 per claim and in aggregate.

**EXHIBIT D**

**Special Provisions for Field Services**

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against

## STANDARD PROFESSIONAL SERVICES AGREEMENT

all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

### EXHIBIT E

#### Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

### EXHIBIT F

#### Special Provisions for Engineering Design Services

- A. ~~Design Without Construction Phase Services.~~ CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
  1. Assumes all responsibility for interpretation of the construction Contract Documents.
  2. Assumes all responsibility for construction observation and review.
  3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.

- B. ~~Use of Documents.~~
  1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
  2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

### EXHIBIT G

#### Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

### EXHIBIT H


#### Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

4c

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 5/28/2024  
**Re:** LPID Beach Monitor appointments 2024

---

I formally request the Town Board appoint the following personnel as LPID Beach Monitors for the 2024 season. They will be paid at an hourly rate of \$16.00 with no benefits. This position will run from Memorial Day weekend (5/25) through Labor Day weekend (9/2).

- Lauren Seiler
- Shayla Lussier

4/8

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk (K)

**Date:** 6/3/2024

**Re:** RBL – Dam Bid Award

---

I formally request the Town Board award the bid for the Roaring Brook Lake Dam Rehabilitation to Con-Tech Construction Technology, 97 Commerce Dr., Carmel, NY 10512. Bid opening minutes are attached.

There were 2 bids received however, the lowest bid did not include all documents required for consideration.

The total lump sum bid is \$996,370.00

The district will cover the cost.



## **TOWN OF PUTNAM VALLEY**

### **Bid Opening Minutes**

### **Roaring Brook Dam Rehabilitation**

**Friday, May 10<sup>th</sup> @ 2 pm**



In attendance:

- Kat Diomende – Town Clerk
- Karen Kroboth – District Clerk
- Doyle Contracting
- Con-Tech Construction

**Bid opening began at 2:08pm. There were 2 bids received for the Roaring Brook Dam Rehabilitation project.**

**Bid #1:**

**Con-Tech Construction Technology, 97 Commerce Dr., Carmel, NY 10512**

Included in the bid was:

- Penal Sum Form - Bid Bond of 5%
- Acknowledgment of Principal of a Corporation
- Power of Attorney
- Financial Statement 12/31/2023
- Certificate of Worker's Compensation Insurance
- Certificate of Insurance Coverage
- Non-Collusion Affidavit
- Prevailing Wage - Section 103-a and 103-d of the General Municipal Law
- Bid Proposal
- RBL Engineers Estimate of Construction Costs
- Contractor's References
- Insurance Certificate
- Worker's Compensation Insurance

**The lump sum bid was \$996,370.00.**

**Bid #2:**

**Doyle Contracting, Inc. 210 Gilbert Ave, Pearl River, NY 10965**


Included in the bid was:

- Non-Collusion Affidavit
- Bid Proposal
- RBL Engineers Estimate of Construction Costs
- References
- Certificate of Liability Insurance
- Certificate of Workers' Compensation
- Penal Sum - Bid Bond 5%
- Corporate Acknowledgement
- Power of Attorney
- Balance Sheet 12/31/2024

**The lump sum bid was \$957,400.00.**

4e

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 6/3/2024  
**Re:** RBL – WSP Dam Construction Inspection Services proposal

---

I formally request the Town Board authorize the Supervisor to accept the proposal from WSP, 500 Summit Lake Drive, Suite 450, Valhalla, NY 10595 for providing additional construction inspection services for the Roaring Brook Lake Rehabilitation project. This includes rehabilitation on both Roaring Brook Lake Dam and Saddle Dike Dam. The current contract only includes providing 8 professional engineer inspections during the rehabilitation.

This proposal also covers additional services including provision of a full-time construction inspector on the site for the duration of the project, an experienced construction inspector to oversee the contractor's work and produce daily work logs with appropriate photographic documentation. The WSP inspector will also be available to confirm work completion by the contractor to support the Town of Putnam Valley with approval of the contractor's payment requests. Please see the attached proposal.

The total cost is not to exceed \$109,000.00 and will be covered by the district.



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](http://www.wsp.com)

May 28, 2024

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 Lake Dam Construction Inspection Services**

Dear Ms. Annabi,

WSP USA Inc. (WSP) is pleased to present this proposal for providing additional construction inspection services for the Roaring Brook Lake Rehabilitation project, which includes rehabilitation on both Roaring Brook Lake Dam and Saddle Dike Dam.

Our current contract includes providing professional engineer inspections throughout the construction period on a hold point basis, with a total of eight (8) inspections. Also included is review of submittals, shop drawings, developing responses to Contractor Requests for Information, and preparing the required monthly progress reports to the NYSDEC.

Further to your recent request, this proposal covers additional services including provision of a full-time construction inspector on the site for the duration of the project. We will provide an experienced construction inspector to oversee the contractor's work and produce daily work logs with appropriate photographic documentation. Our inspector will also be available to confirm work completion by the contractor to support the Town of Putnam Valley with approval of the contractor's payment requests.

1. **On-Site Construction Inspection.** This task includes provision of a full-time construction inspector to oversee the contractor throughout the duration of the project. The estimated schedule is a total of 4-months duration to complete both Roaring Brook Lake Dam and Saddle Dike Dam. We will attempt to assign a local inspector to reduce travel time to/from the site.
2. **Office Support.** This task includes project management and office administration support for the duration of the 4-month construction schedule.

**Assumptions/Exclusions:**

1. We assume our construction inspector will work for 40-hours a week, throughout the project's 4-month duration.
2. We assume that 4 months of construction will take place in 2024 between the months of September and December.
3. We have included necessary expenses including travel mileage. We will attempt to assign a local inspector to minimize overall expenses.



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 Breakdown

Our proposed fee for the Scope of Services described in this proposal is **One-Hundred Eight Thousand Eight-Hundred Eighty-Eight Dollars (\$108,888)**. We will perform the work on a time and expense basis. An estimated cost breakdown is provided below.

| Task | Description                     | Total Fee |
|------|---------------------------------|-----------|
| 16   | On-site Construction Inspection | \$105,532 |
| 17   | Office Support                  | \$3,357   |
|      | Totals                          | \$108,888 |

#### Closing

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 and Jennifer Brunton at (973) 460-0332, jennifer.brunton@wsp.com. If you find this proposal acceptable, please sign and return a copy of this letter. Thank you for the opportunity to submit this proposal.

Very truly yours,  
**WSP**

Felipe De Melo, P.E.  
Senior Dam Engineer

Jennifer Brunton, PE, CFM, CERP  
Senior Vice President





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 Lake Dam Construction Inspection Services**

Proposal Date: **May 28, 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.

**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



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

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 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,



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

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](http://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 \_\_\_\_\_



5

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Accept Resignation of Town Prosecutor  
DATE: May 21, 2024

---

RESOLVE, that the Town Board accept the resignation of Gordon Fine, Esq., who has been the Town Prosecutor for the past eighteen (18) years, due to retirement.

**GORDON B. FINE  
2225 VANCORTLANDT CIRCLE  
YORKTOWN HEIGHTS, NEW YORK 10598  
(914) 522-6518**

May 20, 2024

Hon. Jacqueline Annabi  
Putnam Valley Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, NY 19579

RE: Town Prosecutor

Dear Ms. Annabi:

As you know, I have been the Town Prosecutor for the Town of Putnam Valley for the last 18 years. I have reached the point in my life, however, that I will be moving on to my retirement years. I appreciate the opportunity afforded to me during my years of service.

Accordingly, I am hereby tendering my notice that I will be vacating that position as of July 31, 2024. I wish to thank you as well as the court staff and the Town Hall staff for their courtesy and professionalism.

Sincerely,



Gordon B. Fine



6

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Appoint New Town Prosecutor  
DATE: May 21, 2024

---

RESOLVE, that the Town Board authorize the appointment of Van DeWater and Van DeWater as Town Prosecutor, to serve at the pleasure of the Supervisor and the Town Board; and

FURTHER RESOLVE, that the Town Board authorize the Supervisor to sign a Letter of Engagement with Van DeWater and Van DeWater at a monthly flat fee rate of \$2,700.00; and

FURTHER RESOLVE, that this contract is being entered into due to the retirement of Gordon Fine, Esq., who has served in the position of Town Prosecutor for eighteen (18) years.

# 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  
Joseph P. Eriole  
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  
Matthew W. Lizotte  
Counsel

May 16, 2024

**Via Email: [jannabi@putnamvalley.gov](mailto:jannabi@putnamvalley.gov)**

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

**RE: Town Prosecutor for Vehicle and Traffic Matters - 2024**

Dear Supervisor Annabi:

This letter sets forth the terms and conditions under which Van DeWater & Van DeWater, LLP, is engaged by the Town of Putnam Valley ("Town"). The scope of services are to provide legal services to the Town as Town Prosecutor for Vehicle and Traffic Matters.

We believe a letter of engagement advances our mutual interest of arriving at a clear understanding concerning the nature of our representation and the manner in which we will be compensated. Further, we are required by court rule to provide our clients with a written retainer agreement explaining, among other things, the manner in which fees and expenses will be billed.

We will bill the Town for our legal services on a monthly basis. Our fee proposal as Town Prosecutor for Vehicle and Traffic matters is a flat fee of \$32,400.00 per annum and shall be paid in monthly installments of \$2,700.00 per month. Our scope of services shall include a maximum of two (2) Justice Court appearances a month.

In addition to our legal fees, we will be reimbursed for any expenses which are reasonably and necessarily incurred by the firm as a result of our engagement. These expenses typically include long distance telephone charges, photocopy expense, travel expenses, filing fees, fees for transcripts, witness fees, other litigation expenses and the like.



We will bill for our legal fees and disbursements on a monthly basis. Payment is due within 30 days.

Under New York State law, clients have the right to arbitrate fee disputes in civil matters for amounts of at least \$1,000 but less than \$50,000. Members of an arbitration panel are impartial and will be familiar with the area of law in dispute. You should know that the outcome of arbitration is final and binding on all parties.

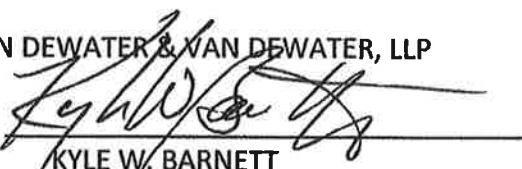
At the conclusion of this matter, we will retain the Town's legal files for a period of seven years after we close the file. At the expiration of the seven-year period, we will destroy these files unless the Town notifies us in writing that it wishes to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If the Town has any questions about this letter or the services we provide for the Town, we encourage the Town to call or write. If the Town has any questions about any of our invoices, we ask that the same is brought to our attention as soon as the Town receives the statement. If we have not heard from the Town within 30 days of the date of the invoice, we will assume that it was reviewed and found acceptable, and we will expect payment in a timely manner.

Sincerely,

VAN DEWATER & VAN DEWATER, LLP

By:

  
KYLE W. BARNETT

KWB/jbo

The undersigned hereby accept the terms and conditions set forth herein.

\_\_\_\_\_  
Jacqueline Annabi, Supervisor

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

**JOHN B. CHERICO**  
*First Deputy County Attorney*

**ANNA M. DIAZ**  
*Senior Deputy County Attorney*

**CONRAD J. PASQUALE**  
*Senior Deputy County Attorney*



**HEATHER M. ABISSI**  
*Senior Deputy County Attorney*

**DANIEL J. RAVO**  
*Deputy County Attorney*

**MAT C. BRUNO, SR.**  
*Risk Manager*

**C. COMPTON SPAIN**  
*County Attorney*

## DEPARTMENT OF LAW

To: Jacqueline Annabi, Putnam Valley Town Supervisor  
Cc: C. Compton Spain, County Attorney  
From: Daniel J. Ravo, Deputy County Attorney  
Date: May 20, 2024  
Re: *Proposed Superseding Resolution for Putnam Valley*

---

**WHEREFORE**, Resolution #22-387, introduced on December 7, 2022, by Councilman Louie Luongo on behalf of the Putnam Valley Town Board is set forth herein and superseded with the instant Resolution, designated Resolution # \_\_\_\_\_ of 2024 for:

### **APPROVAL/ CONVEYANCE OF TAX MAP NO. 91.8-1-25/TOWN OF PUTNAM VALLEY (Peekskill Hollow Road)**

**WHEREAS**, a parcel of real property identified as Town of Putnam Valley Tax Map No. 91.8-1-25 and more particularly described in the attached Schedule "A" was purchased by the Putnam County (hereinafter the "County") by Bargain and Sale Deed with Covenants Against Grantor's Acts, which was recorded in the Office of the Putnam County Clerk Office on December 22, 1998, in Uber 1453 at Page 227 (hereinafter the "Property"); and

**WHEREAS**, the Property consists of approximately .2 acres and currently has a two-story commercial building located thereon; and

**WHEREAS**, the Putnam County Sheriff's Department previously utilized the building as a sub-station for presence in the area, but has since suspended such use; and

**WHEREAS**, the Town of Putnam Valley has requested by way of correspondence from the Town Supervisor, Jacqueline Annabi, submitted and attached with the December 7, 2022 Resolution as Schedule "B", that the County convey the Property to the Town; and

**WHEREAS**, the Town of Putnam Valley intends to raze the building located on the Property so that the site may be developed as a municipal parking lot for the public's benefit; and

**48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512**

Tel. (845) 808-1150 / Fax (845) 808-1903\*

*\*This office will not accept service via facsimile*

**WHEREAS**, the Physical Services Committee of the Putnam County Legislature has considered and approved the transfer of the Property to the Town of Putnam Valley for lawful municipal purposes; now therefore be it

**RESOLVED**, that the Town Board of the Town of Putnam Valley (hereinafter the "Town Board") does hereby accept, with appreciation, the Property in an "as is" condition; and be it further

**RESOLVED**, that the Town Board acknowledges and agrees that the "as is" condition shall mean, "as is," "where is," "with all faults," "subject to all subsequent wear and tear" from now until conveyance; and be it further

**RESOLVED**, that the Town Board acknowledges and agrees that the County has no obligation whatsoever to repair, remediate, intervene, abate, or mitigate any damage or condition or defect in or on the Property; and be it further

**RESOLVED**, that the Town Board acknowledges and agrees that such conveyance shall be subject to a reversionary interest requiring that the Property continue to be used for a lawful public purpose, and title to the Property shall automatically revert back to the County in the event that the Town of Putnam Valley fails to use it as such or attempts to subsequently transfer title thereto, or any portion thereof, to a third party(s); and be it further

**RESOLVED**, that the Town Board acknowledges and agrees that this conveyance is made without warranty of any kind and with an express waiver of any liability or remedy the Town of Putnam Valley might otherwise have had or been entitled to seek arising from this conveyance, and

**RESOLVED**, that the December 7, 2022, Resolution is hereby superseded and thus rendered null and void, and replaced with this instant resolution.

BY POLL VOTE: \_\_\_\_\_.

8



**To:** Putnam Valley Town Board

**From:** Margaret DiRubba

**Date:** June 3, 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.

- (2) TrippLite Battery Surge Protectors (BBU) from the Court Offices  
2825EYOBC-788800384 & 788800389
- (1) TrippLite Battery Surge Protectors (BBU) from the Town Clerk Office  
2825EYOBC-788800388
- (1) TrippLite Battery Surge Protectors (BBU) from the Building Department Office  
2825EYOBC-788800386
- 2016 I-Phone SE -Serial # F17DCAH7PLJM from RQ— Building Department.
- (1) Verizon Motorola Tablet- Building Department
- (1) Verizon Samsung CE0168 Tablet - Building Department.
- 2009 PoulanPRO Briggs & Stratton Series 625E Lawn Mower (Serial # 022213M 003183) - Facilities Department
- Brothers Desk Printer Model HL-L2350DW Serial#U64964B2N673385 - Town Clerk Office



9

## SHERYL LUONGO TOWN ASSESSOR

---

To: Supervisor Jacqueline Annabi  
Board Member Luongo  
Board Member Russo  
Board Member Tompkins  
Board Member Sherry Howard

From: Sheryl Luongo, Assessor

Date: June 4, 2024

Re: Peter Sarosi v. Town of Putnam Valley  
Index No. 501953/2023

---

Attached is a resolution to accept the Stipulation & Order of Settlement with respect to the above referenced action.

**RESOLUTION \_\_\_\_\_, of 2024**

WHEREAS, tax certiorari proceedings have been filed against the Town of Putnam Valley by Peter Sarosi in regard to the assessments upon certain property located in the Town of Putnam Valley and designated as SBL No. 51.14-1-37 (41 A/B Clubhouse Road).

WHEREAS, it is desired to settle the 2023 proceedings.

NOW, THEREFORE, be it resolved, that the Town Board of the Town of Putnam Valley authorizes Kyle W. Barnett, Esq., of the law firm of Van DeWater & Van DeWater, LLP, 85 Civic Center Plaza, Poughkeepsie, New York 12601 to negotiate a settlement whereby the 2023 assessment will be settled in accordance with the attached proposed Consent Judgment and summarized as follows:

| Tax Year | Original Assessed Value | Corrected Assessed Value | Reduction in Assessed Value |
|----------|-------------------------|--------------------------|-----------------------------|
| 2023     | \$893,900               | \$810,000                | \$83,900                    |

and Kyle W. Barnett, Esq is authorized to sign such documents as are necessary to effectuate the settlement.

Dated: \_\_\_\_\_, 2024  
Putnam Valley, New York

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

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

10

# Town of Putnam Valley

M5 Standard Fee Report Paid Only

From 05/01/2024 To 05/31/2024

Count by Type

|                                 |     |                     |
|---------------------------------|-----|---------------------|
| ADDITION/ALTERATION             | 1   | \$827.00            |
| ANTENNA                         | 1   | \$20,150.00         |
| CW                              | 4   | \$300.00            |
| DECK                            | 1   | \$75.00             |
| DECK - Railing / Stairs Replace | 1   | \$158.00            |
| DEM/R                           | 2   | \$200.00            |
| ELECTRI APP/NY ELEC             | 7   | \$280.00            |
| ELECTRIC APP/SWIS               | 13  | \$520.00            |
| FENCE/WALL                      | 4   | \$300.00            |
| GAS/PROPANE                     | 7   | <del>\$525.00</del> |
| GENERATOR PERMIT                | 2   | \$150.00            |
| HVAC                            | 5   | \$375.00            |
| MG                              | 3   | \$225.00            |
| MI                              | 6   | \$543.00            |
| OIL TANK                        | 6   | \$650.00            |
| OPERATING PERMIT                | 2   | <del>\$200.00</del> |
| PERMIT FEE                      | 15  | \$1,748.00          |
| PL                              | 5   | \$375.00            |
| RENEWAL                         | 8   | \$4,313.00          |
| RHCS                            | 2   | \$1,000.00          |
| RU                              | 3   | \$375.00            |
| SEARCH                          | 19  | \$3,800.00          |
| SOLAR PANELS                    | 1   | \$225.00            |
| WETADM                          | 4   | <del>\$200.00</del> |
| WETL                            | 4   | <del>\$600.00</del> |
| WT/S                            | 4   | \$400.00            |
|                                 | 130 | \$38,514.00         |

### FEE TYPES

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