



TOWN OF PUTNAM VALLEY

Town Board Meeting

March 19th, 2025

Town Hall

6 PM

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### AGENDA

**Meeting called to Order**

**Pledge of Allegiance**

1. **LEPRECHAUN RESOLUTION**
2. Community Reports
3. CCE Presentation
4. Presentation to Eagle Scout Brenna Rivera
5. Supervisor's Comments
6. Legislative Reports
7. Public Hearing: Amendments to Local Law - Short Term Rentals
8. Vote on Amendment to Local Law – Short Term Rentals
9. Approval of Minutes
10. Approve Resolution to Withdraw from Litigation
11. Discuss Amendment to Outdoor Community Events Local Law
12. Building & Zoning: Daily Fee Report Summary February 1, 2025 – February 28, 2025
13. Facilities:
  - a. Approve 2025 Open Top Container Bid
  - b. Approve Surplus Equipment
14. Districts:
  - a. Award District Property Grass Cutting Bid 2025
  - b. Approve 2025 Applied Watershed Sciences LLC Contract
15. Parks & Recreation:
  - a. Approve March 2025 Refunds
  - b. Approve Day Camp Salaries
  - c. Approve Appointment to Parks & Recreation Commission
16. Approve July 4 Ever Fireworks Inc. Contracts for 2025 Events
17. Approve Ad-Hoc Member for Planning Board
18. Public Comment [Three Minute Limit Per Person]
19. Audit of Monthly Bills
20. Budget Transfers and Amendments

**Adjournment**

**Next Town Board Meeting: Work Session, Wednesday April 9<sup>th</sup>, 2025, 5 PM**

**PUTNAM VALLEY**  
**TOWN BOARD WORK SESSION MEETING**  
**March 19, 2025**



**LEPRECHAUN RESOLUTION**

By Herman Taub, Town Attorney

**WHEREAS**, it has come to the attention of the Town Board of the Town of Putnam Valley, that spirits, goblins, wee folk, fairies, and leprechauns do appear at strange and eerie hours and areas and more specifically are wont to do so on the night before St. Patrick's Day; and

**WHEREAS**, these ethereal beings are usually involved in mischievous and frivolous behavior; and

**WHEREAS**, the Town Board recognizes that these other world beings are generally recidivists and cannot be reformed no matter how much mischief they cause and notwithstanding the punishment that is prescribed; and

**WHEREAS**, it would be to no avail to provide for corporal or other punishments since fairies, spirits, wee folk, leprechauns and goblins of the hob type are incorrigible; and

**WHEREAS**, it is known that these wee folk have the power to appear and disappear at will and take the form of humans or animals; and

**WHEREAS**, on past occasions on the night before St. Patrick's Day a Shamrock has miraculously appeared on the road at the intersection of Oscawana Lake Road and Peekskill Hollow Road; and

**WHEREAS**, these mischievous doings have been heretofore erroneously ascribed to human sources; and

**WHEREAS**, after diligent study and consultation with our law enforcement officials, the Town Board has concluded that the appearance of said shamrock can only be due to the doings of creatures not of this corporeal world,

**NOW, THEREFORE, BE IT RESOLVED**, that for the period from 12:01 a.m. on March 12, 2025 to 5:00 a.m. on March 17, 2025, should any artistic drawings mysteriously have appeared on the pavement of the road at Oregon Corners by spirits or ethereal beings of an unknown nature, a period of amnesty and freedom from corporal punishment and corporeal and "incorporeal" restraint of the alleged perpetrators is hereby declared only for the period and purposes set forth above.



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**Town of Putnam Valley Local Law No. \_\_\_ of 202~~5~~3**

**A Local Law Amending the Town of Putnam Valley Zoning Code to Add Short Term Transient Rentals (STRs) as a Special Permit Use**

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

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending the Town of Putnam Valley Zoning Code to Add Short Term Transient Rentals (STRs) as a Special Permit Use”

**Part 2. Enactment**

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

**Part 3. Amendment of the Town Code**

The Town of Putnam Valley Code §165-36 is amended as follows:

~~Add~~Amend

**§165-36.1: Short Term Transient Rentals (STRs)**

**A. Purpose.**

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

**B. Authorization.** This section is adopted in accordance with Article 16 of the Town Law of the State of New York which grants the Town of Putnam Valley the authority to enact local laws for the purpose of promoting the health, safety, and welfare of the Town, and in accordance with Municipal Home Rule Law, Article 2, Section 10, that gives the Town of Putnam Valley the power to protect and enhance its physical environment. The Town Board authorizes the Planning Board of the Town of Putnam Valley to issue special use permits to property owners to use their properties as STRs per the

provisions of this section. The Building Department may, thereafter, issue STR permits, for such approved uses. Applications for a permit to operate an STR shall be processed under the procedures set forth in the Zoning Code and this section.

- C. Zoning. The STR use of a property shall only occur as an accessory use to an existing or proposed single-family in the ~~RA~~, R-1, R-2, R-3, LP and CD Zoning Districts, subject to a special use permit issued by the Planning Board and an STR permit. No STR use may occur on a vacant parcel.
- D. Density. Where the parcel is located, unless they are preexisting nonconforming structures, new short-term rental units shall meet density and setback requirements for the zoning district.
- E. Prohibitions. The following parcels shall be prohibited from being issued permits to operate short-term transient rentals.
  - (1) Parcels utilized for multifamily dwelling units.
  - (2) Parcels utilized for commercial or industrial purposes.
  - (3) Vacant property which does not contain a residential dwelling unit.
- F. Definitions. As used in this section, the following terms shall have the meanings indicated:

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

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

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

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

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

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

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

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

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

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

PRIMARY RESIDENCE — A person's domicile where they usually live in the Town of Putnam

Valley, whether on a full-time or part-time basis for at least 180 days in the calendar year, typically a house including any habitable accessory structures on the same property.

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

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

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

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

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

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

**SLEEPING ROOM** — An interior room other than a bedroom, as defined under the New York State Uniform Fire Prevention and Building Code, that may serve to afford sleep to a person, however, sleep shall not be the primary function of the room. Examples include, but are not limited to, a living room, family room, den or great room which may be furnished with a futon, convertible couch, or other sleeping surface. All sleeping rooms shall meet New York State Uniform Fire Prevention and Building Code mandates for bedrooms (i.e., size, ceiling height, access, egress, lighting and ventilation, electrical outlets, heat, and smoke and carbon monoxide alarms).

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

**G. Applicable law.**

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

**H. Ownership of properties.**

- (1) Properties must be owned by an individual, individuals, sole proprietorship, general partnership, limited-liability partnership, or a limited-liability company. No property owned by a corporation

or other business entity shall qualify for a permit.

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

- I. Designation of STR properties. All short-term transient rentals shall be designated as owner-occupied, or non-owner-occupied, as defined herein.
- J. Grace Period. At the time of adoption of this Local Law allowing Short-Term Rentals, a Property Owner operating an Existing Short-Term Rental without a permit may continue to operate a Short-Term Rental provided that the Property Owner shall submit an application for a Short-Term Rental permit within three (3) months from the date of adoption. Any Property Owner operating a Short-Term Rental after this time period without having submitted an application for a Short-Term Rental permit shall be in violation of these regulations and shall immediately cease such operations until such time that a Short-Term Rental permit is issued.
  - (1) To be an existing STR, property owners must provide proof of operation of an STR ~~between December 31, 2022 and prior to~~ December 31, 2023.
- K. Fee. A nonrefundable STR permit application fee and inspection fee shall be established by resolution of the Town Board for each dwelling unit that functions as or contains a short-term transient rental unit. Such permit fee shall be submitted with each new application and each triennial renewal application. A separate fee shall be submitted for an annual fire safety inspection of each permitted STR.
- L. The Town Board may, by resolution, set a maximum number of short-term rental permits allowed during any given period in order to protect the health, safety and welfare of the citizens in the Town. The maximum number (cap) may be reviewed at any time at the discretion of the Town Board.
- M. Application forms. Application forms for an STR permit shall be developed by the Building Department.
- N. Applicants for an STR permit must file a separate application and tender a separate application fee and obtain a separate permit and inspection for each dwelling unit which contains or functions as a short-term transient rental.
- O. Application process. The initial application to operate a short-term transient rental shall be submitted to the ~~Planning Board~~ Building Department for a special use permit. Notification of the application shall be sent to neighbors within 200 feet of the property ~~by-upon~~ the Building Department's referral of a complete application to the Planning Board upon permit application.
  - (1) The application shall include the following, in addition to any other information required for a special use permit application pursuant to Town Code Article X: Special Permit Uses:
    - (a) Contact information. The names, addresses, email address(es) and day/night telephone

- numbers of the property owners and local managers shall be included on the application.
- (b) Designation of the STR as owner-occupied or non-owner-occupied, as defined herein.
  - (c) Designation of the STR as rented in part and/or rented in whole, as defined herein.
  - (d) Hosting platform information. The applicant shall provide the names and URLs for all hosting platforms or other advertising platforms, such as but not limited to AirBnB, VRBO or other hosting websites; and Facebook, Instagram, or other social media postings used by the applicant for advertisement of the short-term transient rental unit. Any changes or additions to the listed hosting/advertising platform shall be reported on the applicant's renewal permit.
  - (e) Parking. The number of off-street parking spaces to be provided shall be stated on the application. Off-street parking shall be provided to accommodate the occupancy of the short-term transient rental unit, one parking space for each sleeping room in the dwelling plus other parking as may be required by § 165-35(E)(1). Vehicles shall not be parked on front lawns. There shall be no on-street parking allowed, unless permitted by local traffic control signage. No parking shall be allowed outside of the parking spots designated and detailed on the permit.
  - (f) Maximum occupancy. The maximum desired occupancy by the operator shall be stated on the application. The Code Enforcement Officer shall establish the maximum occupancy. The Code Enforcement Officer shall limit the number of occupants based on the number, size, configuration, and furnishings of the bedrooms and/or sleeping rooms, and per the provisions of New York State Uniform Fire Prevention and Building Code.
  - (g) Water and septic. The source of the water supply shall be stated on the application and the permit. The septic system shall be functioning, and the type, size, and location of the septic system shall also be stated on the application. New permit applications shall require documentation as determined acceptable to the Planning Board, indicating that the septic system is found to be currently working properly and is adequate for the short-term transient rental maximum occupancy. Applications shall indicate compliance with Chapter 90 (Septic Systems) and shall include the latest pump-out date of the septic tank.
  - (h) Fire safety. Documentation of location and existence of fire safety devices in compliance with New York State Uniform Fire Prevention and Building Code.
  - (i) Description. State the occupancy of each bedroom and sleeping room, and the methods of ingress and egress (examples: doors and windows) shall be included with the application. No kitchen or bathroom shall be occupied for sleeping purposes.
  - (j) Plat. The applicant shall submit an aerial plat of the property showing approximate property boundaries and existing features, including buildings, structures, well, septic system, parking spaces, firepits/outdoor fireplaces, driveways, streets, streams and other water bodies, and neighboring buildings within 100 feet of the short-term transient rental unit. This does not need to be a survey. This is easily obtained free of charge from many online sources.
  - (k) Garbage removal. The applicant shall state how garbage is to be removed from the property. The applicant is responsible for all refuse and garbage removal. The applicant

shall be responsible for either: a) contracting with a refuse company; or b) the owner or property manager shall remove garbage on a weekly basis. If there is a dumpster located on the property, the location of the dumpster shall be depicted on the plat submitted with the application.

- (l) House rules. The applicant shall submit a copy of the house rules. (See below Subsection U for required house rules.)
- (m) Jurisdiction. If a property owner does not reside within 30 miles of the Town of Putnam Valley Town Hall, then they must designate the local manager as an agent.

P. Inspections.

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

Q. Application review. Upon receipt of the application and fee, the ~~Planning Board~~ Building Department shall confirm that the application is complete and refer the application to the Planning Board. The Planning Board shall collect a Special Use Permit fee as established by the Town Board from time to time by resolution and shall determine if the applicant has complied with all the requirements of this section, the Zoning Code, as well as any applicable federal, state, county, or local laws. If the applicant has fully complied, then the Planning Board, after holding a public hearing, may issue the property owner a special use permit for an STR. Based on the approval of such special use permit, the Building Department may issue a renewable STR permit so long as initial fire safety and property maintenance inspections have been completed and approved and all fees are paid. No STR permit shall be issued until inspection is completed by the Building Department.

- (1) The Planning Board should determine whether screening of the STR Unit is appropriate on a case-by-case basis. The Board is hereby empowered to require suitable and reasonable screening, through landscaping or fencing, as a condition of approval for the special use permit.

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

failure of the annual fire safety inspection in any aspect of that inspection. An applicant may appeal the denial to the Zoning Board of Appeals.

S. General permit regulations.

- (1) STR permits shall be valid for three years.
- (2) An STR permit ~~in any given year will expire on December 31, except an initial permit approved after September 1 of a calendar year shall be allowed to run through December 31 of the third year of the permit. All renewal permits shall run from January 1 to December 31 of on the date of issuance in~~ the third calendar year after issuance.
- (3) The Town of Putnam Valley Town Board reserves the right to set a cap for the maximum number of STR permits to be issued by the Building Department in order to ensure the equitable distribution of STR permits and to protect the public's health, safety and welfare. The Town Board may review that cap at its discretion and revise it as needed to protect the interests of the Town.
- (4) Copies of the STR permit must be displayed in the dwelling unit in a place where it is easily visible to the occupants.
- (5) STR permits may not be assigned, pledged, sold, or otherwise transferred to any other persons, businesses, entities, or properties. If a STR property is sold or otherwise transferred, the new owner must apply for and obtain a STR permit in their name prior to any use of the property as a STR by the new owner. Buyers under contract for the purchase of a STR property may apply for a STR permit as a prospective owner in the same manner as set forth herein, with issuance of the permit conditioned upon the Buyer's closing of title to the property.
- (6) All short-term rental properties shall have posted on or about the inside of the front or main door of each dwelling unit a card listing emergency contact information. Such information shall include, but not be limited to, the name, address, email, and phone numbers of the building owner, if local, or of a local manager and instructions on dialing 911 for emergency/fire/ambulance assistance. A local manager shall be able to respond in person within one hour.
- (7) Exterior advertising signs are prohibited except an STR may have one nonilluminated accessory use freestanding or wall sign not to exceed four square feet in area to identify the STR.
- (8) No camping shall be allowed on properties with STR permits.

T. House rules.

- (1) All short-term rental properties shall post for renters of each dwelling unit or rooms a listing of house rules. House rules shall incorporate, but not be limited to, the following:
  - (a) An emergency exit egress plan.
  - (b) The location of fire extinguishers.
  - (c) Identify the property lines and a statement emphasizing that unit occupants may be liable for illegal trespassing.
  - (d) Identify the procedures for disposal of refuse/garbage.

- (e) If allowed by the property owner, specify outdoor fires shall be made solely within a fireplace or fire pit in accordance with all New York State burning regulations.
- (f) If allowed by the property owner, instructions for fires in fireplaces or wood stoves. If not allowed by the property owner, a statement stating as such.
- (g) Short-term transient rentals shall not be permitted to be used for any commercial use or commercial event space.
- (h) No outdoor camping shall be allowed.
- (i) Parking shall be allowed solely in the designated parking spaces.
- (j) If the property has a pool, hot tub or other swimming or bathing appurtenance (hereafter: "pool"), a clear list of requirements related to use of the pool, including explanation of the use of the required barrier, barrier latches, alarms, electrical disconnect, etc. Further, the property owner will place a sign in each location leading to the pool that the property requires a "water watcher": a responsible adult to supervise the pool while it is in use and to be responsible for assuring that the barrier requirements are in place at all times.
- (k) Noise should be kept to a reasonable level. Unreasonably loud, disturbing and unnecessary noise should not occur after 8:00 p.m. nor before 7:00 a.m. during weekdays, and not between 8:00 p.m. and not before 9:00 a.m. on Sundays or any holiday.

U. Complaints, Enforcement and Violations.

- (1) Complaints regarding the operation of an STR shall be in writing to the Code Enforcement Officer
- (2) Noise complaints should be made to the Putnam County Sheriff's Department.
- (3) Upon receipt of a complaint of violation, the Code Enforcement Officer shall investigate to determine the presence of a violation, and upon finding to his/her satisfaction that a violation was or is currently occurring, he/she shall issue to the property owner and the local manager a notice detailing the alleged violation(s) as determined by the Code Enforcement Officer in accordance with Zoning Code §165-91.2. Such notice shall also specify what corrective action is required of the property owner, and the date by which action shall be taken.
- (4) Notices required by this section shall be issued by the Code Enforcement Officer in accordance with Zoning Code §165-91.2.
- (5) No renewal permit shall be issued until a notice of violation issued by the Code Enforcement Officer is resolved.
- (6) If the landowner does not comply with the specified corrective action by the date given by the Code Enforcement Officer, the Code Enforcement Officer may revoke the STR permit. This determination shall be reviewable by the Zoning Board of Appeals after a public hearing.
- (7) The Owner of a property in violation of this Section, referenced sections, or any other building code requirement shall be subject to enforcement and fines under Zoning Code §165.

**Part 4. Severability**

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

**Part 6. Supersession**

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

**Part 7. Effective Date**

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

**RESOLUTION 3:19 - # \_\_\_ OF 2025**

**RESOLUTION ADOPTING LOCAL LAW NO. \_\_\_ OF 2025 ENTITLED "REVISED LOCAL LAW RELATING TO SHORT TERM RENTALS (STRs)"**

WHEREAS, a local law was introduced to be known as Local Law No. \_\_\_ of 2025, entitled "REVISED LOCAL LAW RELATING TO SHORT TERM RENTALS (STRs);" and

WHEREAS, a public hearing in relation to said local law was held on March 19, 2025; and

WHEREAS, notice of said public hearing was given pursuant to the terms and provisions of the Municipal Home Rule Law of the State of New York; and

WHEREAS, the Town Board classified this action as a Type II Action for purposes of the State Environmental Quality Review Act (SEQRA) requiring no further environmental review; and

WHEREAS, the said local law has been on the desks of the members of the Town Board of the Town of Putnam Valley for at least seven (7) days, exclusive of Sunday.

NOW, THEREFORE, BE IT RESOLVED, that the local law annexed hereto is hereby enacted; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified original of this local law in the office of the Town Clerk and one (1) certified copy in the Office of the Secretary of State, State of New York, such certified copy to have attached thereto a certificate that it contains the correct text of the enactment of this local 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

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MICHELLE STEPHENS, TOWN CLERK

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3/11/2025

To: Town Board

From: Michelle Stephens  
Town Clerk

Subject: Approval of Minutes – February 2025

I respectfully request the Putnam Valley Town Board to authorize the Supervisor to accept the Town Board meeting minutes from February 12<sup>th</sup>, February 19<sup>th</sup> and Town Board Special Meeting February 26<sup>th</sup>, 2025.

Thank you,

Michelle Stephens

Town Clerk

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**RESOLUTION 3:19 # \_\_\_\_ OF 2025**

BE IT RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize the Town Counsel, Van DeWater and Van DeWater, LLP to withdraw and terminate the Putnam County Supreme Court action of *Town of Putnam Valley, John Spina and Howard Olsen v. Thomas Cabot and Mary Cabot and Alexander Kaspar*, Index Nos.: 800089/2022 and 627/2006.

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

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

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

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

PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT  
PRESENT/ABSENT

Councilwoman Howard  
Councilwoman Tompkins  
Councilman Russo  
Councilman Luongo  
Supervisor Annabi

| AYE   | NAY   | ABSTAIN |
|-------|-------|---------|
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |

**RESOLUTION 3:19 - # \_\_\_\_ OF 2025**

WHEREAS, the Town of Putnam Valley Town Board hereby proposes that certain Town Code local law amendments be made to the Town Code, specifically, to add Chapter 69, entitled “Community Events, Outdoor”; and

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

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

WHEREAS, the amendment requires a public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby sets a public hearing on the proposed amendments for April 16, 2025, 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     | _____ | _____ | _____   |

**Town of Putnam Valley Local Law No. \_\_\_ of 2025**

**A Local Law Amending the Town of Putnam Valley Town Code to Add Chapter 69  
“Community Events, Outdoor”**

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

**Part 1. Title**

This Local Law shall be known as the “A Local Law Amending the Town of Putnam Valley Town Code to Add Chapter 69 “Community Events, Outdoor””

**Part 2. Enactment**

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

**Part 3. Amendment of the Town Code**

The Town of Putnam Valley Code §165-36 is amended as follows:

*Add*

**Chapter 69: Community Events, Outdoor**

**§ 69-1. Purpose.**

The purpose of this chapter is to establish permitting provisions for outdoor community events within the Town of Putnam Valley, such as block parties, car shows, flea markets, festivals, parades, or farmers’ markets, and to authorize the Town Board of the Town of Putnam Valley to approve the issuance of a permit therefor.

**§ 69-2. Legislative authority.**

The authority for such provisions is set forth in the Municipal Home Rule Law of the State of New York, specifically Municipal Home Rule Law §10(1)(ii)(a)(12).

**§ 69-3. Permit required; term of permit.**

- A. It shall be unlawful for any person, firm, corporation, association, or organization to conduct any outdoor community event within the Town of Putnam Valley without first having obtained a permit for such purpose in accordance with the provisions of this chapter.
- B. The foregoing subsection shall not apply to any outdoor community event sponsored solely by the Town of Putnam Valley.
- C. The permit shall be valid for the duration of the event for which it was issued, unless sooner terminated or revoked.

**§ 69-4. Application.**

- A. An application for a permit for an outdoor community event shall be made to the Town Clerk, who

shall determine whether the application is complete and shall promptly forward copies of the complete application to the Town Board. The application shall be made on a form provided by the Town and shall be accompanied by a non-refundable application fee as established by the Town Board from time to time by resolution.

- B. If the community event will be held on private property, the applicant shall submit written consent from the property owner authorizing the location of such event on the property.
- C. An outdoor community event permit is not transferable to any other applicant or event.

**§ 69-5. Permit fee; organizations exempt from permit fees.**

- A. If the Town Board approves the application for an outdoor community event, the Town Clerk shall issue the permit following the payment of the required non-refundable community event permit fee in accordance with the Fee Schedule established by the Town Board.
- B. The Town Clerk shall issue such permits free of charge to any charitable or not-for-profit association provided that adequate proof by affidavit shall be filed with the Town Clerk prior to issuance of the permit attesting that said organization is a duly organized not-for-profit and that said organization or another not-for-profit shall receive the proceeds from the event.

**§ 69-6. Types of outdoor community events.**

- A. Community event, short-term. The Town Board may by resolution authorize the issuance of a permit for a short-term outdoor community event in any zoning district for a designated date, time and location approved by the Town Board for the purpose of a special event or public festival for a period not exceeding two days, and not more than three events at the same location per year.
- B. Community event, seasonal. The Town Board may by resolution authorize the issuance of a permit for a seasonal outdoor community event that is not classified as a short-term community event, such as a farmers' market or other event associated with a season or a long-term cultural event, for a designated location on private property and for designated dates and times approved by the Town Board, subject to the following:
  - (1) Such events shall be permitted as an accessory use to a non-residential use in the following classes of districts:
  - (2) The applicant shall provide a sketch plan sufficient to indicate that all structures associated with the event shall be sited in a location that does not obstruct or interfere with the free flow of pedestrian or vehicular traffic, does not restrict visibility at any driveway or intersection, and does not block fire lanes or access roads for emergency vehicles.

**§ 69-7. Insurance requirements.**

No permit shall be issued until the applicant has provided proof of issuance or a surety bond in favor of the Town of Putnam Valley insuring the Town against any claim for liability, in form and amount acceptable to the Town Attorney.

**§ 69-8. Signage.**

All signs associated with the community event shall comply with §165-53 of the Town Code, "Temporary Signs."

**§ 69-9. Enforcement; penalties for offenses.**

- A. Violations of this chapter may be enforced by the Code Enforcement Officer, the Building Inspector, any law enforcement agency that has jurisdiction in the Town of Putnam Valley, or their duly authorized representatives.
- B. The individuals identified in Subsection A are authorized to issue appearance tickets as defined in §150.10 of the Criminal Procedure Law, and to prosecute the violation in court, and are authorized to issue orders to remedy and notices of violation, to enforce the provisions of this chapter.
- C. Each occurrence or incident shall constitute a separate offense. If a violation continues for more than at twenty-four-hour period, each day shall constitute a separate offense.
- D. A violation of this chapter or any part thereof shall constitute an offense punishable as follows:
  - (1) By a civil penalty:
    - a. Not to exceed \$500 for a first offense;
    - b. Not to exceed \$1,000 for a second offense; and
    - c. Not to exceed \$1,500 for any subsequent offense; and/or
  - (2) By a fine:
    - a. Not to exceed \$1,000 for a first offense;
    - b. Not to exceed \$1,500 for a second offense; and
    - c. Not to exceed \$2,500 for any subsequent event; and/or
  - (3) By imprisonment of a term of not more than 15 days; and/or
  - (4) By any combination thereof.

**Part 4. Severability**

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

**Part 6. Supersession**

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

**Part 7. Effective Date**

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

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# Town of Putnam Valley

M5 Standard Fee Report Paid Only  
From 02/01/2025 To 02/28/2025

Count by Type

| Fee Type            | Count | Total       |
|---------------------|-------|-------------|
| Above Ground Pool   | 1     | \$125.00    |
| ADDITION/ALTERATION | 4     | \$1,337.00  |
| CW                  | 5     | \$375.00    |
| ELECTRI APP/NY ELEC | 4     | \$760.00    |
| ELECTRIC APP/SWIS   | 12    | \$480.00    |
| FENCE/WALL          | 1     | \$75.00     |
| GAS/PROPANE         | 1     | \$75.00     |
| GENERATOR PERMIT    | 1     | \$75.00     |
| GEO THERMALWELL     | 1     | \$75.00     |
| HWAC                | 4     | \$375.00    |
| MI                  | 1     | \$75.00     |
| OIL TANK            | 2     | \$250.00    |
| PERMIT FEE          | 8     | \$750.00    |
| PL                  | 3     | \$240.00    |
| RENEWAL             | 10    | \$1,898.50  |
| SEARCH              | 13    | \$2,600.00  |
| SOLAR PANELS        | 4     | \$2,324.00  |
| WELL                | 4     | \$300.00    |
| WT/S                | 2     | \$200.00    |
|                     | 81    | \$11,789.50 |

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



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## TOWN OF PUTNAM VALLEY

To: Putnam Valley Town Board  
From: Margaret DiRubba  
Date: February 28, 2025  
Subject: 2025 Open Top Container Bid

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I formally request that the Putnam Valley Town Board award the 2025 Open Top Container Bid for Bulk Drop off to:

AAA Carting & Rubbish Removal  
3 Greentown Road  
Buchanon, NY 10511

Bid I: **\$625.00** per thirty~ yard container (**1<sup>st</sup> container free**) for disposal of mixed bulk items (No alternate size containers accepted) No weight Limit

103a & 103d were signed and bidder enclosed check for \$500.00.

Additional Bids were as follows:

Vendor: Wastequip LLC  
841 Meacham Rd  
Statesville, NC 28677

Bid II: **\$5,098.60** per thirty yard container for disposal of Mixed Bulk Items. (No alternative size containers accepted) No weight limit.

103a & 103d were signed and bidder enclosed check for \$500.00

TO: Putnam Valley Town Board  
Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

RE: Supply of open top containers for the disposal of bulk items for the Town of Putnam Valley, New York.

We, the undersigned, having carefully examined the specifications and related documents, and having examined all permits, laws, ordinances and regulations governing the work, hereby offers to furnish work equipment necessary, or required, for the performance of the contract as contained in the specifications for the sums enumerated, from approximately March 1, 2025 to November 30, 2025.

BID I \$ 625.00 \* First Container Free  
per thirty-yard container for the disposal of mixed bulk items. (No alternative size containers accepted). No weight limit.

The above signed hereby agrees that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered within thirty (30) days after the date of the opening of the bids, or anytime thereafter, before this bid is withdrawn, the above-signed will, within eight (8) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver a contract, satisfactory to the Town of Putnam Valley.

Signature of Authorized Agent/Title

Name of Contractor

Telephone

Address of Contractor

914-739-9527

3 Greentown Rd  
Buchanan, NY 10511

TO: Putnam Valley Town Board  
Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

RE: Supply of open top containers for the disposal of bulk items for the Town of Putnam Valley, New York.

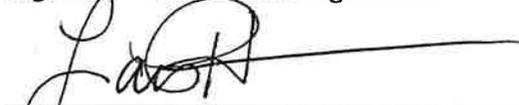
We, the undersigned, having carefully examined the specifications and related documents, and having examined all permits, laws, ordinances and regulations governing the work, hereby offers to furnish work equipment necessary, or required, for the performance of the contract as contained in the specifications for the sums enumerated, from approximately March 1, 2025 to November 30, 2025.

BID I    \$ 5,098.60\*    per thirty-yard container for the disposal of mixed bulk items. (No alternative size containers accepted). No weight limit.

\*Please see attached Clarifications/Exceptions/Notes to Pricing for full details.

The above signed hereby agrees that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered within thirty (30) days after the date of the opening of the bids, or anytime thereafter, before this bid is withdrawn, the above-signed will, within eight (8) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver a contract, satisfactory to the Town of Putnam Valley.

Signature of Authorized Agent/Title



Laura P. Hubbard, Director of Municipal Sales  
Telephone

(980) 987-7602 ext. 9641

Name of Contractor

Wastequip Manufacturing Company LLC

Address of Contractor

(Bid Location) 841 Meacham Rd.

Statesville, NC 28677

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**To:** Putnam Valley Town Board  
**From:** Margaret DiRubba  
**Date:** March 6, 2025  
**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.

- Two (2) HP computer Monitors from the Assessors Office

14a

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 3/6/2025  
**Re:** Award of District Property Grass Cutting Bid 2025

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I formally request that the Town Board accept the lowest bid for the 2025 District Property Grass Cutting, received from Landwork Contractors, Inc. 144 Buckshollow Rd, Mahopac, NY 1054. There was only one bid received.

**The total lump sum bid is \$14,700.00 for the 2025 season.**

Bid opening minutes are attached for your review.



# TOWN OF PUTNAM VALLEY

## Bid Opening Minutes District Grass Cutting 2025 March 5, 2025 @ 2:31 pm

.....  
In attendance: Michelle Stephens– Town Clerk, Karen Kroboth – District Clerk

**One bid was received for the District Grass Cutting Bid 2025 from Landwork Contractors, Inc. 144 Buckshollow Rd, Mahopac, NY 10541. The total lump sum bid from Landwork was \$ 14,700.00**

Included in the bid was the following:

- Non Collusion Affidavit
- Professional References
- Proposal
- Specifications for Grass Cutting
- Certification Form Note and Lump Sum Cost
- Section 103-a and 103-d of the General Municipal Law
- Certificate of Liability Insurance
- Worker’s Comp

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### Grass Cutting Bid 2025 Comparison

|                                                     | Landwork        |
|-----------------------------------------------------|-----------------|
| Barger Pond District                                | 550.00          |
| Brookdale Gardens                                   | 500.00          |
| Glenmar Gardens                                     | 1,900.00        |
| Hilltop District Beach                              | 1,700.00        |
| Abele Park                                          | 900.00          |
| Lookout Manor                                       | 700.00          |
| Northview                                           | 700.00          |
| Wildwood Knolls                                     | 800.00          |
| <b>Total #1</b>                                     | <b>7,750.00</b> |
| Roaring Brook Lake District Properties 2x/month cut | 1,800.00        |
| <b>Total #2</b>                                     | <b>1,800.00</b> |
| Roaring Brook Lake 1x/month cut                     | 2,700.00        |
| <b>Total #3</b>                                     | <b>2,700.00</b> |
| Drainage and District Properties                    | 2,450.00        |
| <b>Total #4</b>                                     | <b>2,450.00</b> |

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**LUMP SUM TOTAL: 14,700.00**

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TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 3/11/2025  
**Re:** 2025 Applied Watershed Sciences LLC contract

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

The total 2025 cost for this estimate is \$43,702 not including any extra "Add-On" services deemed beneficial to the project. The general consulting rate of \$170/hr., is not to exceed an additional \$6,000.00. The terms of the agreement will begin on 3/1/2025 and will end on 5/1/2025.

The district is in favor of moving forward with this estimate and is aware that their 2025 budget is \$40,000, therefore any amount over \$40,000 will come from their fund balance.

# ESTIMATE

Applied Watershed Sciences LLC  
86 Sherman St  
Norwich, CT 06360

appliedwatershedsciences@gmail.com  
m  
+1 (203) 848-4610  
Hillary Kenyon, M.S.



Town of Putnam Valley, NY

**Bill to**

Alan Paley  
Lake Oscawana Management Advisory  
Committee (LOMAC)  
Putnam Valley, NY

**Estimate details**

Estimate no.: 1062

Estimate date: 01/28/2025

| #  | Date       | Product or service                    | Description                                                                                                                                                                             | Qty | Rate       | Amount      |
|----|------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 1. | 03/01/2025 | <b>Water quality monitoring visit</b> | St1, St2, St3 WQ monitoring: Secchi, profiles, samples, plankton, etc. (March through October)                                                                                          | 8   | \$1,775.00 | \$14,200.00 |
| 2. | 07/21/2025 | <b>Aquatic Plant Surveying</b>        | Price includes field survey time, data entry, and mapping                                                                                                                               | 1   | \$4,440.00 | \$4,440.00  |
| 3. | 10/20/2025 | <b>Public Presentation</b>            | In-person presentation (preparation, travel, & meeting time) - \$940 discount will be applied if on Zoom only.                                                                          | 1   | \$2,660.00 | \$2,660.00  |
| 4. | 11/30/2025 | <b>Cyanobacteria ID/Count</b>         | +other major algae groups dominance quantifications                                                                                                                                     | 10  | \$150.00   | \$1,500.00  |
| 5. | 11/30/2025 | <b>Zooplankton Samples</b>            | ID and counts                                                                                                                                                                           | 8   | \$150.00   | \$1,200.00  |
| 6. | 03/01/2025 | <b>Nutrients</b>                      | St 1: TP @ 1,4,6,9m<br>St 1: TN @ 1,4,6,9m<br>St 1: NH3, NOX @ Bottom<br>St 2: TP @ Top and Bottom<br>St 3: TP @ Top and Bottom<br>Each visit, 1 blank, 1 field duplicate for TP and TN | 8   | \$504.00   | \$4,032.00  |
| 7. | 04/01/2025 | <b>Nutrients</b>                      | Inlet samples as appropriate.<br>Budget for up to \$574 for 5 months of the year. Budget can also be applied to E. coli tests as needed.                                                | 5   | \$574.00   | \$2,870.00  |
| 8. |            |                                       |                                                                                                                                                                                         |     |            |             |

|                |                                      |                                                                                                                                                                        |    |            |                    |
|----------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|--------------------|
| 03/01/2025     | <b>Miscellaneous</b>                 | Expected materials and samples shipping costs                                                                                                                          | 8  | \$75.00    | \$600.00           |
| 9.             | <b>Consulting services</b>           | Not to exceed \$6,000 joint GEI and AWS consulting budget (only to be used as needed, can be applied to field work for high-accuracy catch basin mapping in key areas) | 30 | \$170.00   | \$5,100.00         |
| 10. 01/31/2026 | <b>Data Analysis &amp; Reporting</b> | Full Annual Monitoring Report with Recommendations                                                                                                                     | 1  | \$7,100.00 | \$7,100.00         |
| <b>Total</b>   |                                      |                                                                                                                                                                        |    |            | <b>\$43,702.00</b> |

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**Accepted date**

**Accepted by**

15a

To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: March refunds 2025

|                                                                          |                                                               |
|--------------------------------------------------------------------------|---------------------------------------------------------------|
| Melissa Mackhanlall-Cruz<br>96 Hewitt Street<br>Lake Peekskill, NY 10537 | \$500.00<br>LPCC<br>Deposit refund                            |
| Cynthia Granda<br>31 Argyle Street<br>Lake Peekskill, NY 10537           | \$500.00<br>LPCC<br>Deposit refund                            |
| Andrea Proeschel<br>2420 Schoenfeldt Street<br>The Villages, FL 32163    | \$500.00<br>LPCC<br>Deposit refund                            |
| Kelli Sorrentino<br>32 Northway<br>Lake Peekskill, NY 10537              | \$500.00<br>LPCC<br>Deposit refund                            |
| Jorge Pani<br>337 Church Road<br>Putnam Valley, NY 10579                 | \$145.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Tabitha Strang<br>82 Indian Lake Road<br>Putnam Valley, NY 10579         | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Tim Barnes<br>14 Northway<br>Lake Peekskill, NY 10537                    | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| James McKeel<br>70 Lee Avenue<br>Putnam Valley, NY 10579                 | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Jeff Caulfield<br>350 Church Road<br>Putnam Valley, NY 10579             | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |

|                                                                          |                                                               |
|--------------------------------------------------------------------------|---------------------------------------------------------------|
| Keith Tiwari<br>136 Red Mill Road<br>Cortlandt Manor, NY 10567           | \$160.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Rick Malan<br>23 Lincoln Road<br>Putnam Valley, NY 10579                 | \$145.00<br>Programs/Sports<br>Basketball coach reimbursement |
| John D'Angelo<br>4 Pembroke Court<br>Putnam Valley, NY 10579             | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Dominic Paolo<br>44 Ridgecrest Road<br>Lake Peekskill, NY 10537          | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Amy Pawlina<br>40 Hollowbrook Road<br>Lake Peekskill, NY 10537           | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Erika Johnson<br>3 Quincy Road<br>Putnam Valley, NY 10579                | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Steve Spina<br>11 Pleasant Ridge<br>Putnam Valley, NY 10579              | \$160.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Bill Rund<br>29 Saw Mill Road<br>Putnam Valley, NY 10579                 | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Steven Castro<br>68 Argyle Street<br>Lake Peekskill, NY 10537            | \$130.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Abdiel Ramos<br>21 Gilbert Lane<br>Putnam Valley, NY 10579               | \$145.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Joel Polo<br>35 Brookfalls Road<br>Putnam Valley, NY 10579               | \$145.00<br>Programs/Sports<br>Basketball coach reimbursement |
| Jonathan Monahan<br>270 Peekskill Hollow Road<br>Putnam Valley, NY 10579 | \$145.00<br>Programs/Sports<br>Basketball coach reimbursement |

Brandon Mercado  
1 Brookdale Road  
Putnam Valley, NY 10579

\$130.00  
Programs/Sports  
Basketball coach reimbursement

Bruce Edwards  
34 Pembroke Court  
Putnam Valley, NY 10579

\$130.00  
Programs/Sports  
Basketball coach reimbursement

Scott Patillo  
74 Peekskill Hollow Road  
Putnam Valley, NY 10579

\$130.00  
Programs/Sports  
Basketball coach reimbursement

15b



# PUTNAM VALLEY PARKS & RECREATION



## DAY CAMP SALARIES 2025

### NEW HIRE EMPLOYEE RATE

|              |            |
|--------------|------------|
| JR COUNSELOR | \$12.50 HR |
| SR COUNSELOR | \$13.75 HR |
| SPECIALIST   | \$14.50 HR |

### Returning Employee

|                                 |             |
|---------------------------------|-------------|
| (Director)                      | \$25.00 hr. |
| Assistant Director              | \$23.00 hr. |
| Assistant Director office hours | \$20.00 hr. |
| JR COUNSELOR                    | \$14.50 HR  |
| SR COUNSELOR                    | \$15.70 HR  |
| SPECIALIST                      | \$16.21 HR  |
| Maintenance                     | \$22.00 hr. |
| Bus Drivers (2)                 | \$30.00 hr. |
| EMT-Nurse                       | \$30.00 hr. |
| Youth Activities Coordinator    | \$18.00 hr. |

15c

# Memo

**To:** Town Board & Supervisor Annabi  
**From:** Pat Bellino  
Chair, Parks & Recreation Commission  
**CC:** Elaine McGinty  
**Date:** 3/12/2025  
**Re:** Parks and Recreation Commission Open Seat

---

I hereby formally request that the Town Board accept the appointment of Jeannie Denike to the Parks and Recreation Commission, effective immediately. Jeannie will fill the open seat and will complete the remainder of the term assigned to the vacated seat through December 31, 2028.



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: July 4 Ever Fireworks Inc. / 2025 Services  
DATE: March 3, 2025

---

RESOLVE, that the Town Board authorize the Town Supervisor to sign a contract with the following pertaining to fireworks displays in 2025:

JULY 4 EVER FIREWORKS INC – for fireworks services on Thursday, July 3<sup>rd</sup>, 2025 in celebration of Independence Day for the sum of \$8,000.00, \$4,000.00 of which will be deducted from the Parks & Recreation Budget and \$4,000.00 of which will be deducted from the Town Budget; and

JULY 4 EVER FIREWORKS INC – for fireworks services for Town Day on Saturday, September 20<sup>th</sup>, 2025 for the sum of \$10,000.00, which is budgeted for this calendar year.



## **JULY 4 EVER FIREWORKS INC**

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this **25th** day of **February**, 20**25**, by and between **JULY 4 EVER FIREWORKS INC**, of Walden, NY (hereinafter referred to as "July 4 Ever"),

AND

**Town of Putnam Valley**

(hereinafter referred to as "Client")

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

**July 4 Ever agrees:**

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

**Display Date: July 3rd, 2025**

**Postponement Date: TBD**

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

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

**CLIENT further agrees:**

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

**Permit fees not included in price**

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

**The PARTIES mutually agree:**

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



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

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

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

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

**For CLIENT:**

**For JULY 4 EVER FIREWORKS INC:**

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

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

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

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

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

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

### FIRING SITE INFORMATION

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_  
(ONE)

PHONE: \_\_\_\_\_

### CONTACT PERSON

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### SHOW INFORMATION

DATE: \_\_\_\_\_

RAIN DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

### STORAGE SITE INFO

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SECURITY YES OR NO (CIRCLE

### ALTERNATE CONTACT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



## **JULY 4 EVER FIREWORKS INC**

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this **25th** day of **February**, 20**25** by and between **JULY 4 EVER FIREWORKS INC**, of Walden, NY (hereinafter referred to as "July 4 Ever"),

AND

**Town of Putnam Valley**

(hereinafter referred to as "Client")

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

**July 4 Ever agrees:**

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

**Display Date: September 20th, 2025**

**Postponement Date: TBD**

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

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

**CLIENT further agrees:**

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

**Permit fees not included in price**

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

**The PARTIES mutually agree:**

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus any 3<sup>rd</sup> party vendor expenses. In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request July 4 Ever to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 - 7/4 of any year without express consent of July 4 Ever.

5. July 4 Ever reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time

of delivery, functional character or display performance. July 4 Ever reserves the right to use multiple subcontractors in the setup and licensing of the display.

6. If the location of the firing site, spectator's location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever or its agents or personnel, July 4 Ever may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever may cancel the display without further liability to the Client for such cancellation.



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19. If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives.
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IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

**For CLIENT:**

**For JULY 4 EVER FIREWORKS INC:**

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

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

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

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

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

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

### FIRING SITE INFORMATION

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT: \_\_\_\_\_  
(ONE)

PHONE: \_\_\_\_\_

### CONTACT PERSON

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### SHOW INFORMATION

DATE: \_\_\_\_\_

RAIN DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

### STORAGE SITE INFO

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SECURITY YES OR NO (CIRCLE

### ALTERNATE CONTACT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



17

**TOWN OF PUTNAM VALLEY  
ZONING BOARD OF APPEALS  
265 OSCAWANA LAKE ROAD  
PUTNAM VALLEY, NEW YORK 10579**

**Phone : (845) 526-2439**

**EMAIL: mbabnik@putnamvalley.gov**

To: Supervisor Annabi and Town Board

From: Michele Babnik, Planning and Zoning Senior Clerk

Date: March 13, 2025

Re: Appointment of Zoning Board AD Hoc Member

Please appoint Jillian Iriarry as Zoning Board Ad Hoc Member  
Term to begin 03/19/2025 to 12/31/2025

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**Town of Putnam Valley**

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**TO:** Town Board  
**FROM:** Maria Angelico   
**SUBJECT:** Budget Transfers and Amendments  
**DATE:** March 19, 2025

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Hereby request your approval of the attached Budget Transfers and Amendments for Year-To-Date December 31, 2024.

