

TOWN OF PUTNAM VALLEY

Town Board Work Session

April 9th, 2025 Town Hall 5 PM

Pledge of Allegiance

- Districts:
 - a. Approve Lake Oscawana Harvester Operators Appointment 2025
 - b. Approve Lake Peekskill Improvement District Temporary Laborer
 - c. Approve RBL GEI 2025 Lake Management Services Proposal
- 2. Parks & Recreation:
 - a. Approve When I Work Agreement Lifeguard App
 - b. Approve Sports Tech Acrylics Proposal
- 3. Assessor: Accept Resignation of Board of Assessment Review Member
- 4. Discuss 17 Oscawana Lake Road
- 5. Building Department: Daily Fee Report Summary March 1, 2025 March 31, 2025

Adjournment

Next Town Board Meeting: Wednesday, April 16th, 2025 6 PM

Public Hearings: Amendment to Town Code for Short Term Rentals

Amendment to Town Code for Outdoor Community Events

Wednesday, April 16th, 2025 6 PM

TOWN OF PUTNAM VALLEY DISTRICTS

To:

Town Board

From:

Karen Kroboth - District Clerk

Date:

3/18/2025

Re:

Lake Oscawana Harvester Operators appointments, 2025

I formally request the Town Board appoint the following personnel to the Lake Oscawana Harvester Crew for the 2025 season (April-October). These positions are paid on an hourly rate with no benefits. They will work on an as needed basis. The cost will be paid for by the district.

- Mathew Florio Lake Oscawana Harvester Operator @ an hourly rate of \$26.00
- Brendan O'Brien Assistant Harvester Operator @ an hourly rate of \$24.50
- Mike Smith Assistant Harvester Operator @ an hourly rate of \$24.00
- Earl Smith Assistant Harvester Operator @ an hourly rate of \$24.00



TOWN OF PUTNAM VALLEY DISTRICTS

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk (

Date:

3/21/2025

Re:

Appoint Lake Peekskill Improvement District Temporary Laborer

I formally request the Town Board appoint, Alex Jempty as a part time, per diem, laborer for the Lake Peekskill Improvement District. He will be working the spring 2025 bulk pick up for LPID. The appointment will begin March 31st, 2025 and end April 11th, 2025 at a rate of \$16.00 per hour, with no benefits. He will be called upon as needed and the district will cover the cost.



TOWN OF PUTNAM VALLEY DISTRICTS

To:

Putnam Valley Town Board

From:

Karen Kroboth, District Clerk

Date:

3/27/2025

Re:

RBL – GEI 2025 Lake Management Services Proposal

I formally request the Town Board authorize the Supervisor to accept and sign the attached service agreement, Proposal No. 2404566, from GEI consultants for the 2025 Lake Management Services for Roaring Brook Lake.

The scope of work and estimated fees is for performing lake management services for the 2025 field season. GEI proposes to monitor water quality, conduct an aquatic plant survey, attend two public meetings, and provide a summary letter/action plan.

- Task 1 Project Management: \$519
- Task 2 Water Quality Monitoring and Analysis: \$10,392
- Task 3 Aquatic Plant Survey: \$4,525
- Task 4 Equipment and Mileage: \$809
- Task 5 RBLPOA Summer Meeting and Work Session: \$374
- Task 6 Summary Letter and Action Plan: \$4,841
- Task 7 Public Presentations: \$1058
- Task 8 Zooplankton Sampling \$1,120

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



March 27 2025 Proposal No. 2404566

VIA EMAIL: 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 2025 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 2025 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 2025 field season. GEI proposes to monitor water quality, conduct an aquatic plant survey, 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: \$519

Task 2. Water Quality Monitoring and Analysis

Monthly from April to October 2025, 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

Proposal for 2025 Lake Management Services Roaring Brook Lake Putnam Valley, New York March 27 2025

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 2025.

Parameter	April	May	June	July	August	September	October
ТР	Surface, Middle and Bottom	Surface, Middle and Bottom					
TN	Surface, Middle and Bottom	Surface, Middle and Bottom					
Algae	3-m Integrated Sample						
Zooplankton	Water Column Tow	Water Column Tow	Water Column Tow	Water Column Tow	Water Column Tow	Water Column Tow	Water Column Tow
Water Clarity	Surface						
Temperature/Oxygen Profiles	Whole Water Column	Whole Water Column					

Task Estimate: \$10,392

Task 3. Aquatic Plant Survey

Roaring Brook Lake has used annual lake drawdown and grass carp to keep excessive aquatic plant growth in check. Anecdotally, residents have seen an increase in aquatic plant growth, specifically in the northern basin and some of the cove areas. This may be compounded by the severe July 2023 storms. This mortality event on top of natural mortality means suggests conditions will be more favorable to excessive aquatic plant growth. The 2024 aquatic plant survey showed a rebound in aquatic plant coverage throughout the lake, especially in the northern cove and the

To support aquatic plant management planning, GEI is proposing a repeat of the 2022 and 2019 full-lake aquatic plant survey. This survey will provide up to date information on the aquatic plant community and extent of the Eurasian watermilfoil (*Myriophyllum spicatum*; which pushed many triploid grass carp over the dam and caused some mortality above what would be normally expected on an annual basis) population. The survey results will be used to accurately evaluate and price management techniques that can be effective for control.

Task Estimate: \$4,525

Proposal for 2025 Lake Management Services Roaring Brook Lake Putnam Valley, New York March 27 2025

Task 4. Equipment and Mileage

GEI's equipment fees for the TOPV are calculated at \$100 per sampling event, which covers Jon boat usage, water quality equipment and truck use. Mileage is billed at 0.70 cents per mile to and from the project site.

Task Estimate: \$809

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: \$374

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 2025 monitoring activities. The letter will include relevant figures, graphs, and tables to describe 2025 lake conditions along with an action plan for 2025 lake management activities. GEI anticipates this document will be available to the TOPV in electronic format before or by February 2025.

Task Estimate: \$4,841

Task 7. Public Presentation

One GEI staff member will attend and present a 2025 summary PowerPoint, detailing all 2025 sampling activities to the TOPV. Price assumes an in-person meeting at the TOPV town hall.

Task Estimate: \$1,058

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 seven samples will be collected.

Task Estimate: \$1,120

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

Task	Activity	GEI Fee	GEI Expenses	Total Cost
1	Project Management and Consulting	\$519	\$0	\$519
2	Water Quality Sampling	\$5,688	\$4,704	\$10,392
3	Aquatic Plant Survey	\$4,525	\$0	\$4,525
4	Equipment and Mileage	\$0	\$809	\$809
5	Summer Public Meetings	\$374	\$0	\$374
6	Summary Memo and Action Plan	\$4,841	\$0	\$4,841
7	Public Presentation	\$1,058	\$0	\$1,058
8	Additional Zooplankton Sampling	\$1,120	\$0	\$1,120
	Total	\$18,125	\$5,513	\$23,638

This proposal does not cover unanticipated work stoppages or delays due to required local, state, or federal permits, meetings, or new tasks. All subsequent requested tasks will be subject to pre-approval and separate proposals or billed on an approved Time and Material basis for each new task.

GEI's fees include the cost of professional services, routine copying, mailing, facsimiles, project administration, and equipment currently owned by GEI that will be needed for your project. Materials and site-specific equipment purchases will be billed as a direct expense and travel to and from the project site will be billed at the current federal rate as a direct expense (included in the price quote above).

Costs are approximated based on preliminary material and equipment prices and could be reduced or increased based on sourcing appropriate materials and availability of materials.

Project Team

GEI has formed a team of specialized ecologists with the commitment and availability to meet the project goals and schedule. GEI commits to do what it takes to perform these tasks with all resources needed and a focus to stay on time and budget. Our team members will be fully knowledgeable about the site, processes surrounding environmental matters, health and safety, and will have the technical knowledge to quickly and efficiently engage in task assignments.

Alejandro Reyes, Certified Lake Manager (CLM) and Aquatic Ecologist, will lead the technical components of this project and will serve as the Project Manager. He will be assisted by Luke Gervase, CLM, Project Ecologist and Invasive Species Specialist, and Lindsey Kollmer, Aquatic Ecologist.

Damon Oscarson, Senior Ecologist, will provide additional project oversight, with QA/QC support from Laura Schwanof, Ecological Practice Leader and Licensed Landscape Architect. Tom Johansen will serve as the Health and Safety Officer for any field applications.

If you agree with the terms of this letter proposal, please sign the attached Standard Professional Services Agreement. We will schedule the work immediately upon receipt of your authorization.

Proposal for 2025 Lake Management Services Roaring Brook Lake Putnam Valley, New York March 27 2025

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

Thank you for considering GEI to assist you with your lake management needs.

Sincerely,

GEI CONSULTANTS, INC. DBA GEI CONSULTANTS ENGINEERING, GEOLOGY, ARCHITECTURE & LANDSCAPE ARCHITECTURE

Alejandro Reyes, CLM Project Manager Aquatic Ecologist

E: areyes@geiconsultants.com

P: 845.661.0824

Luke Gervase, CLM Project Ecologist

Invasive Species Specialist

E: lgervase@geiconsultants.com

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P: 516.521.3774

AR/LG:ag

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Appendices

Appendix A Standard Professional Services Agreement

Proposal for 2025 Lake Management Services Roaring Brook Lake Putnam Valley, New York March 27 2025

Appendix A 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 Oscawaba 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.



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) <u>Limitation of Liability</u>. 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) <u>Consequential Damages</u>. 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.

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) <u>Authorized Representatives</u>. 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 Oscawaba Lake Road, Putnam Valley, New York 10579		
For GEI:	Damon Oscarson		
	1000 New York Ave., Suite B, Huntington Station, New York 11746		
For GEI:	265 Oscawaba Lake Road, Putnam Valley, New York 10579 Damon Oscarson		

- 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) <u>Survival</u>. 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.



- f) <u>Severability</u>. 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) <u>Waiver</u>. 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) <u>Headings</u>. The headings used in this Agreement are for general reference only and do not have special significance.
- i) <u>Certifications</u>. 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

EXHIBITS
The following Exhibits are attached to and made a part of this Agreement:
<u>✓</u> Exhibit A, Scope of Services and Schedule
<u>✓</u> Exhibit B, Payment Terms
<u>✓</u> 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)



16. ACCEPTANCE

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

LIEN I:	FOR GEI:
	Ву:
(Signature)	(Signature)
	Damon Oscarson
(Print Name)	(Print Name)
	Senior Ecologist
(Title)	(Title)
	March 27, 2025
(Date)	(Date)

Ехнівіт А

Scope of Services and Schedule

See Attached Letter Proposal Dated March 27, 2025.

Ехнівіт В

Payment Terms

See Attached Letter Proposal Dated March 27, 2025, including GEI's 2025 Fee Schedule and Payment Terms.

Ехнівіт С

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.

GEI 🔎

STANDARD PROFESSIONAL SERVICES AGREEMENT

Ехнівіт 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. <u>Underground Structures</u>. 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. <u>Disposal of Samples and Wastes Containing Regulated Contaminants</u>. 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



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/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. <u>Design Without Construction Phase Services</u>. <u>CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:</u>
 - 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.

- 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.
- 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.



- 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.



Parks and Recreation

Memo

To: Town Board

From: Theresa Orlando

cc: Elaine McGinty

Date: 3/26/2025

Re: When I Work Agreement

Town Board Members

Please authorize Town Supervisor Jacquie Annabi to sign the When I Work agreement, for an appused with our town lifeguards for the upcoming summer season. It is utilized from beginning of April to Labor Day. Please see attached agreement, Thank you.



Quote

Billing Address:

Putnam Valley Parks & Recreation 265 Oscawana Lake Road Putnam Valley NY 10579 United States

Physical Address:

Putnam Valley Parks & Recreation 265 Oscawana Lake Road Putnam Valley NY 10579 United States

Date

3/19/2025

Proposal #

DP4948

Expiration Date

6/9/2025

Sales Rep

3284629 Acct. No.

Marking Co.		Prince
Scheduling Basic + Attendance	When I Work Scheduling Basic w/Attendance	737.10
	Annual Plan Effective: 6/10/25 - 6/9/26 50 Users	
	***Seasonal pricing based on 5 months of usage	
	Annual plan will be activated upon receipt of signed quote or purchase order.	
	Account Holder: Theresa Orlando - torlando@putnamvalley.com	
	Total	\$737.10

Unless there is an executed, written agreement between When I Work and the purchaser, then signing the quote, issuing a PO, or accessing and using the service confirms review, understanding and acceptance of the Terms of Service (wheniwork.com/terms) and Privacy Policy (wheniwork.com/privacy). The terms and conditions of any Purchase Order issued with respect to this purchase are superseded by When I Work's Terms of Service and Privacy Policy.

1. Payment options: Check, wire/ACH or credit card from within app. 2. If paying via check or wire, customer will be invoiced following signing of this quote.

3. Payment is due upon receipt of invoice.
4. Please return signed quote for processing.
5: If applicable, tax will be calculated at the time of invoicing in the following states: AZ, CT, DC, HI, IA, KY, LA, MA, NM, NY, OH, PA, RI, SC, SD, TN, TX, UT, VT, WA & WV. If tax exempt please supply exemption certificate.

Reviewed and Accepted by: (Authorized to sign on behalf of purchase	r)
Signature:	_
Printed name:	-
Title:	



Parks and Recreation

Memo

To:

Town Board

From: Frank DiMarco

CC:

Elaine McGinty

Date:

3/25/2025

Re:

Indoor Pickle Ball Courts

Town Board Members

The Parks and Recreation Department recommend that you approve and sign the proposal from Sports Tech Acrylics for resurfacing and lining the indoor gym facility in the amount of \$14,500.00. The project consists of repairing and resurfacing of our existing gym located at our camp facility. The bid details are attached for your perusal. Funds will be coming out of our park improvement line and will have no tax or budget impact.



410 Route 22, Brewster, NY 10509 - Phone: (914) 260-8475 - Fax (914) 232-1802

Date 03/05/25

Craig Cotone
Town of Putnam Valley
156 Oscawana Lake Road
Putnam Valley, NY 10579
Phone# 845 656-3242
ccotone@putnamvalley.com

We appreciate the opportunity to submit the following proposal for the Repairs and Resurfacing of TOWN SUMMER CAMP INDOOR PICKLEBALL COURTS

SOURCEWELL COOPERATIVE CONTRACT # 031622-AST

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: BANK OF (3) PICKLEBALL COURTS

Total area comprises approximately (600) Square Yards.

1. COURT PREP - Thoroughly air blow and clean the entire surface.

- 2. LAYKOLD ACRYLIC RESURFACER Furnish and apply (1) coat(s) of LAYKOLD ACRYLIC RESURFACER to entire court area.
- LAYKOLD ACRYLIC FILLER Furnish and apply (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (determined by customer)
- LINE STRIPING- Layout and hand paint (3) set(s) of regulation PICKLEBALL playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXURED WHITE LINE PAINT.

5. CLEAN UP - Clean up general work area.

- 6. INCLUSION PROVISIONS Price does include materials, expenses, prevailing wage labor, freight, taxes, liability insurances and state required worker's compensation.
- 7. **EXCLUSION PROVISIONS** Price does not include the cost of bonds, contract specific insurance riders, surveys, in-ground equipment, CORRECTIVE WORK TO SUB GRADE OR EXISTING SURFACE, jobsite security, temporary fencing and permits.
- 3. Proposal submitted by Michael Edgerton President, SPORT-TECH ACRYLICS CORP. (CTCB Certified Tennis Court Builder).

* *The planarity of the court will remain the same, ponding will be addressed but due to the existing asphalt surface some of the birdbaths will remain*

* NOTE: ALL WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR, BUT WE CAN NOT BE RESPONSIBLE FOR ANY FUTURE CRACKING THAT MAY OCCUR ON THE NEWLY
PAVED SURFACE DUE TO USE OF RECYCLED ASPHALT, POUR DENSITY OF ASPHALT AND AIR VOIDS OVER 5%. * WE RECOMMEND THAT THE ASPHALT SPECIFICATIONS FOLLOW
THE GUIDELINES FROM THE AMERICAN SPORTS BUILDER'S ASSOCIATION WITH REGARDS TO NEWLY PAVED SPORTS SURFACES.

TOTAL ESTIMATE:

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL -Fourteen Thousand Five Hundred DOLLARS\$14,500.00

Thank you for the opportunity to quote this project for you. We look forward to hearing from you soon. If you have any questions, please don't hesitate to call me at (914) 260-8475.

Sincerely,

Michael Edgerton, President CTCB Sport-Tech Acrylics Corp.







TO: TOWN BOARD

FROM: JACQUELINE ANNABI, TOWN SUPERVISOR

SUBJECT: Board of Assessment Review Membership

DATE: March 25, 2025

RESOLVE, that the Town Board accept the resignation of Philip Ammann from his position on the Board of Assessment Review, effective immediately.

PHILLIP AMMANN 87 Indian Lake Road Putnam Valley, NY 10579

April 3, 2025

Dear Supervisor Annabi:

It is with great regret that I announce my resignation from the Board of Assessment Review effective immediately. Working with the members of the BAR has been an invaluable experience and I am grateful for the many years I have spent on the Board, however, I feel that it is time to pass the torch to someone else.

Thank you for this opportunity to serve the Town of Putnam Valley.

He an

Very truly yours,

PHILLIP AMMANN

March 31, 2025

Putnam Valley Town Board 265 Oscawana Lake Road Putnam Valley, NY 10579

Re: Prira Holdings, LLC 17 Oscawana Lake Road Putnam Valley, NY 10537

To Whom It May Concern:

We currently have a pending application filed with the Town of Putnam Valley Planning Board. The application includes a proposed second floor change of use for the above referenced property. The proposal includes renovations of the existing 2nd floor space to construct a 2-bedroom apartment. The dental practice on the first floor will remain as a business occupancy. The property is located in the CC-1 zoning district and the proposed change of use is an as of right use in the Putnam Valley Zoning Code, Attachment 2, Summary Schedule of Uses and Section 165-13-B(2)(a), permitted uses.

The Planning Board has indicated the requirement for Town Board approval since the proposed change of use will increase the existing flow rate into the existing sewer system. I have attached a copy of the flow calculations and current drawings for your review.

We would like to request to be placed on the next Town Board meeting agenda, scheduled for April 9,2025. We will present our proposal and would welcome the opportunity to discuss this further with the Board.

Please feel free to contact me with any questions or if you require any additional information.

Sincerely,

Stephen A. Whalen, RA, LEED AP Principal WHALEN ARCHITECTURE, PLLC

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			4 - 2nd FLOOR	15C GPD PER BEDROOM 300 GPD	300 GPD		
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				OCCUPANT LOAD				
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2nd FLOOR	5-STORAGE	300 / S.F.	794 S.F	3	R-RESIDENTIAL	200 / S.F.	794 S.F.	4
			WASTEWATER FLOW RATES	ELOW RATES			Ц	
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GENERAL NOTES:

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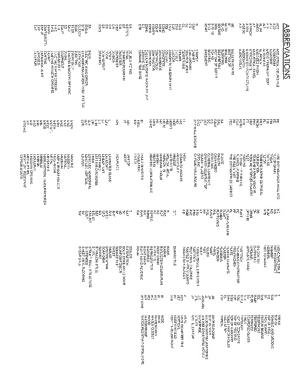
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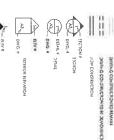
INTERIOR RENOVATIONS TO:

PRIRA HOLDINGS LAKE PEEKSKILL, NY 10537 7 OSCAWANA LAKE RD LLC

HALEN RCHITECTURE plic

1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540 [845] 337-4331 WHALENARCHITECTURE COM





PLANNING BOARD APPROVAL

Approved by the Planning Board of the Town of Putnam Valley.

Putnam County, N.N. by resolution dated

Any change, crasure, modification or revision to this Plan, as approved, shall void this approval

Owners Name (Insert Name)
Owners Address (Insert Address)

Planning Board Chairman

OWNER'S CERTIFICATION

The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.

Date ₽B

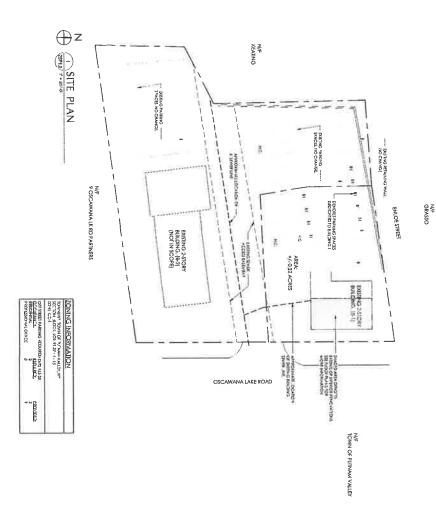
W.E.

DEAWNO HILL

TITLE SHEET

Interior Renovations to: Prira Holdings LLC 17 Oscawana Lake Road Lake Peekskill, NY 10537

TITLE SHEET
SITE PLAN, ZONING MAP, AERIAL VIEW
FLOOR PLANS, NOTES
EXISTING PHOTOS INCORPTION SSUED TO PLANKING BOARD



Any change, erasure, modification or revision to this Plan, as approved, shall void this approval

Planning Board Chairman

Owners Name (Insert Name)
Owners Address (Insert Address)

Dalle

РВ

Approved by the Planning Board of the Town of Putitain Valley, Putitam County, N.Y. by resolution dated

OWNER'S CERTIFICATION

The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.

PLANNING BOARD APPROVAL

28P1 PROJECT NAME
Interior Renovations to: Prira Holdings LLC 17 Oscawana Lake Road Lake Peekskill, NY 10537

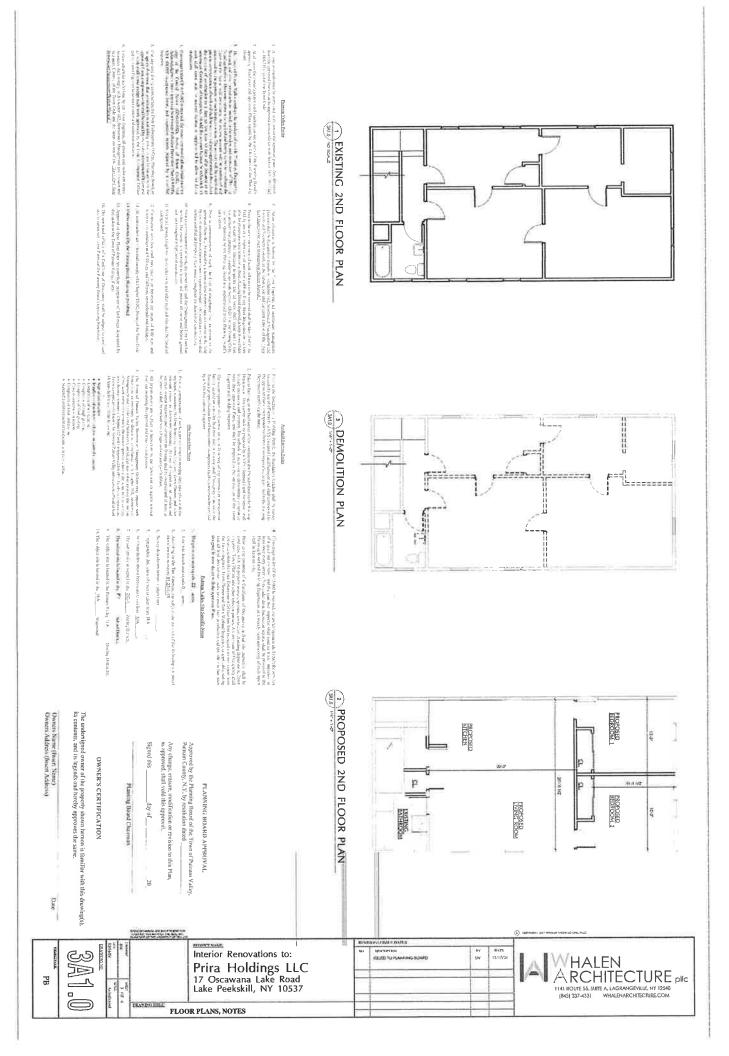
SITE PLAN, ZONING MAP, AERIAL VIEW

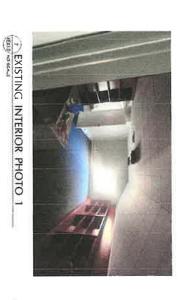
PARTIAL ZONING MAP

12/17/24

AERIAL VIEW

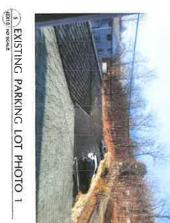








EXISTING EXTERIOR PHOTO 1

















PLANNING HOARD APPROVAL

Approved by the Planning Board of the Town of Futinain Vulley, Putnam County, N.Y. by resolution dated

Any change, crasure, modification or revision to this Plan, as approved, shall void this approval.

Planning Board Chairman

Owners Name (Insert Name)
Owners Address (Insert Address)

Date

РВ

OWNER'S CERTIFICATION

The undersigned owner of the property shown hereon is familiar its contents, and its legends and hereby approves the same. with this drawing(s),

4EX1.0

Interior Renovations to: Prira Holdings LLC 17 Oscawana Lake Road Lake Peekskill, NY 10537 EXISTING PHOTOS

REV	SKYS/ISSUR DATES		
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			_





Town of Putnam Valley

M5 Standard Fee Report Paid Only From 03/01/2025 To 03/31/2025

Count by Type

Fee Type:	Count	Total
ADDITION/ALTERATION	9	\$4,092.00
cw	3	\$225.00
DECK	4	\$762.00
DECK - Railing / Stairs Replace	2	\$150.00
DEM/R	1	\$100 00
ELECTRI APP/NY ELEC	2	\$80.00
ELECTRIC APP/SWIS	6	\$240.00
FENCE/WALL	1	\$75.00
GAS/PROPANE	5	\$375.00
GENERATOR PERMIT	2	\$150.00
HVAC	6	\$750.00
IN GROUND POOL	1	\$625.00
OIL TANK	12	\$1,400.00
PELLET STOVE	1	\$75.00
PERMIT FEE	9	\$675.00
PL	5	\$375.00
RENEWAL	2	\$338.00
RU	4	\$625.00
SEARCH	21	\$4,200.00
WOOD STOVE PERMIT	1	\$75.00
WT/S	1	\$100 00
	98	\$15,487.00