



TOWN OF PUTNAM VALLEY

Town Board Meeting

April 16th, 2025

Town Hall

6 PM

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## **AGENDA**

### **Meeting called to Order**

### **Pledge of Allegiance**

1. Community Reports
2. Presentation by Rian Rodriguez, Putnam County Health Department
3. Presentation by Kevin Monaghan, Putnam County Office for Senior Services
4. Presentation to Retiring Cub Scout Leaders
5. Supervisor's Comments
6. County Sales Tax Resolution
7. Legislative Reports
8. Public Hearing: Amendment to Town Code on Outdoor Community Events
9. Public Hearing: Amendment to Town Code on Short-Term Rentals
10. Further Discussion on 17 Oscawana Lake Road
11. Vote on 17 Oscawana Lake Road
12. Approval of Minutes
13. Appoint New Member to Board of Assessment Review
14. Appoint New Member to the Commission for Conservation of the Environment
15. Re-Appoint Town Assessor
16. Approve Intermunicipal Agreement between the County and Municipalities of Putnam County
17. Parks & Recreation:
  - a. Approve Personnel Changes
  - b. Approve Refunds April 2025
18. Districts: Approve 2025 District Spring Cleanups
19. Finance: Approve BAN Renewal
20. Public Comment [Three-Minute Limit Per Person]
21. Audit of Monthly Bills

### **Adjournment**

**Next Town Board Meeting: Work Session, Wednesday May 14<sup>th</sup>, 2025, 5 PM**

RESOLUTION

WHEREAS, the Putnam County Executive and his Administration have again proposed renewing the previously authorized one percent (1%) County sales tax extension to the Putnam County Legislature; and

WHEREAS, the County is proposing to share a portion of its sales tax revenue with the towns and villages of the County; and

WHEREAS, Supervisor Annabi along with other elected officials from the towns and villages in Putnam County, have met with County Executive Byrne and, together, have unanimously agreed to support the one percent (1%) County sales tax extension and a specified sales tax sharing program; and

WHEREAS, the increase and proposed mechanism for sharing sales tax is as set forth in a letter attached to and made a part hereof (the "Letter"); and

WHEREAS, the County Executive and the towns and villages have asked State representatives to propose legislation extending the one percent (1%) County sales tax increase in the Letter; and

WHEREAS, the Town of Putnam Valley supports extending the one percent (1%) County sales tax rate increase; and

WHEREAS, it is in the best interest of the Town of Putnam Valley to participate in the County's sales tax sharing to support infrastructure projects, local programs, provide tax relief, and other essential services; now therefore be it

RESOLVED, the Town of Putnam Valley shall take whatever action necessary to support the County extending the one percent (1%) County sales tax rate; and be it further

RESOLVED, that the Town of Putnam Valley urges the Putnam County Legislature to call a special meeting to consider and adopt the Resolutions proposed by the County Executive in conjunction with the towns and villages of Putnam County; and be it further

RESOLVED, the Town of Putnam Valley shall take whatever action necessary to support and effectuate the County Executive's proposed sales tax sharing at one-ninth (1/9th) of one percent (1%), to be allocated to the Town/Village according to population with a every town and village to receive a minimum of \$50,000, including but not limited to passing any necessary Resolutions, entering into appropriate agreements with the County with such terms as enumerated here and any other set forth by the County, and/or providing the County with necessary information.

**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 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~~ All guests and property owners shall comply with the requirements of Chapter 82 of the Town Code relating to Noise.

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.

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1141 Route 55, Suite A Lagrangeville NY 12540  
[whalenarchitecture.com](http://whalenarchitecture.com) (845) 337-4331

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 2<sup>nd</sup> 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

| OCCUPANT LOAD |                    |                        |            |               |                    |                        |            |
|---------------|--------------------|------------------------|------------|---------------|--------------------|------------------------|------------|
| FLOOR LEVEL   | EXISTING OCCUPANCY | OCCUPANT LOAD PER S.F. | FLOOR AREA | OCCUPANT LOAD | PROPOSED OCCUPANCY | OCCUPANT LOAD PER S.F. | FLOOR AREA |
| 1st FLOOR     | B-BUSINESS         | 150 / S.F.             | 1,400 S.F. | 10            | NO CHANGE          |                        |            |
| 2nd FLOOR     | S-STORAGE          | 300 / S.F.             | 794 S.F.   | 3             | R-RESIDENTIAL      | 200 / S.F.             | 794 S.F.   |
|               |                    |                        |            |               |                    |                        | 4          |

  

| WASTEWATER FLOW RATES |         |                    |                        |
|-----------------------|---------|--------------------|------------------------|
| EXIST. OCCUPANT LOAD  | USE GPD | TOTAL EXISTING GPD | PROPOSED OCCUPANT LOAD |
| 13 OCCUPANTS          | 15 GPD  | 195 GPD            | 10 - 1st FLOOR         |
|                       |         |                    | 4 - 2nd FLOOR          |
|                       |         |                    | 150 GPD - BUSINESS     |
|                       |         |                    | 150 GPD                |
|                       |         |                    | 150 GPD PER BEDROOM    |
|                       |         |                    | 300 GPD                |
|                       |         |                    | 450 GPD TOTAL          |

  

| PROPOSED WASTEWATER INCREASE |  |  |                  |
|------------------------------|--|--|------------------|
|                              |  |  | 255 GPD INCREASE |
|                              |  |  |                  |
|                              |  |  |                  |











12

4/7/2025

To: Town Board

From: Michelle Stephens  
Town Clerk

Subject: Approval of Minutes – March 19<sup>th</sup>, 2025

I respectfully request the Putnam Valley Town Board to authorize the Supervisor to accept the Town Board meeting minutes from March 19<sup>th</sup>, 2025.

Thank you,

Michelle Stephens

Town Clerk



13

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Board of Assessment Review Membership  
DATE: April 11, 2025

---

RESOLVE, that the Town Board appoint Cheryl Kastuk as a member of the Board of Assessment Review, for a term effective immediately through September 30, 2026. Cheryl will be completing the term of Philip Ammann, who recently resigned from the board.



14

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Commission for the Conservation of the Environment  
DATE: April 11, 2025

---

RESOLVE, that the Town Board appoint Kelly Weill as a member of the Commission for the Conservation of the Environment (CCE), effective immediately through December 31, 2026.



15

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: Town Assessor  
DATE: April 11, 2025

---

RESOLVE, that the Town Board re-appoint Sheryl Luongo to the position of Town Assessor for a six-year term, as part of the managerial contract, effective October 1, 2025. The salary will be determined by the Town of Putnam Valley's Non-Union/Manager's Agreement.





16

**JACQUELINE ANNABI**  
**TOWN SUPERVISOR**

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Intermunicipal Agreement – Putnam County and Municipalities  
**DATE:** April 10, 2025

---

RESOLVE, that the Town Board authorize the Town Supervisor to sign the attached Intermunicipal Agreement between the County of Putnam and each of the county municipalities (Town of Kent, Town of Carmel, Town of Patterson, Town of Philipstown, Town of Putnam Valley, Town of Southeast, Village of Brewster, Village of Cold Spring and Village of Nelsonville) regarding shared services within Putnam County.

Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**

**Between**

**THE COUNTY OF PUTNAM**

**&**

**THE TOWN OF KENT**

**&**

**THE TOWN OF CARMEL**

**&**

**THE TOWN OF PATTERSON**

**&**

**THE TOWN OF PHILIPSTOWN**

**&**

**THE TOWN OF PUTNAM VALLEY**

**&**

**THE TOWN OF SOUTHEAST**

**&**

**THE VILLAGE OF BREWSTER**

**&**

**THE VILLAGE OF COLD SPRING**

**&**

**THE VILLAGE OF NELSONVILLE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “COUNTY”) and the TOWN OF KENT, a municipal corporation located at 25 Sybil’s Crossing, Kent Lakes, New York 10512; and the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541; and the TOWN OF PATTERSON, a municipal corporation located at 1142 Route 311, Patterson, New York 12563; and the TOWN OF PHILIPSTOWN, a municipal corporation located at 238 Main Street, Cold Spring, New York 10516, and the TOWN OF SOUTHEAST, municipal corporation located at 360 Route 22, Brewster, New York 10509; and the TOWN OF PUTNAM VALLEY, a municipal corporation located at 265 Oscawana Lake Road, Putnam Valley, New York 10579; and the VILLAGE OF BREWSTER, a municipal corporation located at 50 Main Street, Brewster, New York 10509, and the VILLAGE OF COLD SPRING, a municipal corporation located at 85 Main Street, Cold Spring, New York 10516; and the VILLAGE OF NELSONVILLE, a municipal corporation located at 258 Main Street, Nelsonville, New York 10516 (hereinafter referred to as the (“MUNICIPALITIES”).

**WITNESSETH:**

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law; and

WHEREAS, it is in the interest of the taxpayers of the COUNTY and the MUNICIPALITIES to share resources and services in the undertaking of public works and other municipal improvement projects as becomes necessary to promote government efficiencies, tax payer cost savings, elimination of redundant services, utilization of shared equipment, services and

skilled personnel and to ensure the public welfare during emergent circumstances as determined to exist by the COUNTY; and

WHEREAS the COUNTY currently operates the Department of Public Works which maintains storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY; and

WHEREAS the “MUNICIPALITIES” currently operate the Highway Departments which maintain storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the MUNICIPALITIES; and

WHEREAS, the MUNICIPALITIES desire to access COUNTY owned, leased, rented or operated storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY, and hereby agree to opt in to this agreement with the COUNTY for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt out of this agreement;

WHEREAS, the COUNTY desires to access MUNICIPALITIES owned, leased, rented, or operated storage facilities, highway and non-highway specialty equipment, and resources maintained for the purposes of highway remediation, repair, maintenance, construction development, planning, extreme weather redress and administration located in and throughout the

MUNICIPALITIES and hereby agree to opt in to this agreement with MUNICIPALITIES, for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt of this agreement;

WHEREAS it is the expectation of the parties that shared services by and for the benefit thereof shall be reciprocal in nature and mutually beneficial for the public good.

WHEREAS general oversight will be provided by and through appropriate municipal and county officials, designated by the Parties’ chief operating officers, mayors, supervisors or executives at their discretion to prepare and maintain annual reports, analysis, logs, maintenance records, personnel assignments.

WHEREAS, the Parties agree to share and provide skilled personnel, equipment and supplies for purposes set forth herein, on an as-requested basis and as-available basis as determined by the parties in furtherance of shared municipal and countywide services, personnel and equipment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and mutual promises and undertakings recited below, the parties hereto mutually agree as follows:

1. The term of this agreement begins upon completion of the fully executed agreement and shall continue so long as conditions and capacity continue to be available and agreeable to the parties. The term of this Agreement shall commence on the date of the fully executed agreement and shall continue for twelve (12) months. This agreement shall renew automatically on each year following, for a twelve-month period, unless modified or terminated by the parties upon written thirty (30) day notice of intention to modify or terminate the Agreement.

2. The Parties shall authorize their respective officials designated to serve as Highway and or Department of Public Works, Commissioners, Superintendents, Officers and Officials, appointed and or elected, to share and exchange for mutual benefit of highways and facilities services, equipment and personnel as deemed to be necessary and efficient by the Parties for the provision of such services, mutual aid and assistance.
3. The Parties will reciprocally share the provision of such services, mutual aid and assistance which shall not impede, hamper or delay services necessary to serve their individual municipal entities while affording each with reciprocal benefits.
4. The Parties receiving shared services, resources, supplies, equipment and or personnel hereinafter referred to as the “Recipient” herein shall:
  - a. Be solely responsible for providing and maintaining workers’ compensation insurance coverage pursuant to the Workers’ Compensation Law section 2(7) for all employees who sustain work related injury, illness or disease while providing shared services, aid and assistance to by and for COUNTY or MUNICIPALITIES.
  - b. Provide compensation to its personnel as it would if the employee performed work for the “Provider”. Persons employed by the “Parties” shall retain all benefits, privileges and rights pursuant to their individual employment status as members of civil service, organized labor organizations or at will employment. There will not be any change of employment status for any employee tasked with implementing the shared services agreement in and for the provision of such services, municipal aid and assistance.
  - c. Comport with, promote and ensure that safety standards established pursuant to OSHA and relevant local, state and federal laws, rules and regulations are fully

complied with including particularized training, certification and or licensing requirements.

- d. Comply with the provisions of all collective bargaining agreements to which “Parties” are signatories as and through their employee membership in such recognized organized labor organizations.
- e. Maintain their own workforce as municipal employees and shall be required to provide general liability, unemployment, professional liability, errors and omissions insurance coverage for each such employee.
- f. Ensure the return of shared equipment to the “Provider”, owner, renter or lessee, which shall be effectuated contemporaneously with and upon inspection and determination that such equipment is in the same or similar state of repair or condition as such equipment had been at time of release and provision.
- g. Make applications for and receive all necessary construction, remediation and maintenance permits, licenses and certifications as required pursuant to local, state and federal statutes, rules and regulations.
- h. Retain responsibility for procurement of and payment for any materials and/or supplies or resources necessary for the implementation of this agreement and in furtherance of the provision of shared services and mutual aid and assistance.
- i. Be liable for the negligence or intentional acts of its employees, agents and officers occurring in connection with the use of shared equipment, including but not limited to repairs to or replacement of borrowed equipment resulting from damage to the shared equipment caused by the negligent or intentional acts of the “Recipient” its employees, agents and officers.

- j. Be responsible for coordinating the safe and efficient use of shared equipment by duly trained and qualified personnel and the arrangement for the timely return to the “Provider” by through and in accordance with the terms of this Agreement.
- k. Be responsible for the cost of maintenance and repairs and associated costs arising from general wear and tear of the shared equipment and use of resources which shall be quantified and fixed upon mutual agreement of the “Parties”.
- l. The “Recipient” hereto does hereby covenant and agree, to the fullest extent permitted by applicable law or the provisions of the instant Agreement, to protect, defend and indemnify and hold the “Provider”, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and associated legal fees or other expenses or liabilities of every kind and character arising out of the negligent or intentional acts or omissions of the “Recipient” under and pursuant to this Agreement.

5. THE PARTIES SHALL EACH BE RESPONSIBLE FOR AND AGREE AS FOLLOWS:

- a. To ensure that all equipment provided for the implementation of this agreement of the shared services, mutual aid and assistance and equipment is registered, licensed and insured as is necessary for the lawful use of such equipment.
- b. To provide each of the parties with equipment on an as “as needed” basis and to ensure that “Provider” will not be liable for defects known and unknown resulting in any “Recipient” employee claims of civil liability.
- c. To maintain a record of all services provided, rendered or received including but not limited to personnel time expenditures, equipment, supplies and other



resources in the form generated thereby including all records, logs, analyses, reports or other documentation prepared, maintained and utilized for the purposes of administrative review and audit.

- d. To obtain and thereafter retain in full force and effect individualized general liability, public liability, errors and omissions and automotive insurance coverages where necessary and proper relative to the various tasks to be performed with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Confirmation of insurance coverages must be provided by the “Recipient” to the “Provider” prior to the execution of and in conformity with the requirements set forth in Schedule “A” entitled “Putnam County Insurance Requirements”, attached hereto and made a part of this Agreement.

6. THE PARTIES FURTHER AGREE AND CONSENT AS FOLLOWS:

- a. That in accordance with the provision of section 109 of the NYS General Municipal Law, the “Parties” hereto are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right title or interest in this Agreement to any other person or corporation without the prior consent and approval in writing by the Releasing party.
- b. All Notices shall be addressed and may hereafter be designated in writing by either party hereto:

PUTNAM COUNTY: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

PUTNAM COUNTY: Commissioner  
Department of Public Works  
842 Fair Street  
Carmel, New York 10512

AND

TOWN OF CARMEL: Town Supervisor  
60 McAlpin Avenue  
Mahopac, New York 10541

TOWN OF CARMEL: Superintendent of Highways  
55 McAlpin Avenue  
Mahopac, New York 10541

AND

TOWN OF KENT: Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

TOWN OF KENT: Superintendent of Highways  
62 Ludington Court  
Kent Lakes, New York 10512

AND

TOWN OF PATTERSON: Town Supervisor  
1142 Route 311  
P.O. Box 470  
Patterson, New York 12563

TOWN OF PATTERSON: Superintendent of Highways  
281 Cornwall Hill Road  
Patterson, New York 12563

AND

TOWN OF PHILLIPSTOWN: Town Supervisor  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

TOWN OF PHILLIPSTOWN: Superintendent of Highways  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

AND

TOWN OF SOUTHEAST: Town Supervisor  
1360 Route 22  
Brewster, New York 10509

TOWN OF SOUTHEAST: Superintendent of Highways  
10 Palmer Road  
Brewster, New York 10509

AND

TOWN OF PUTNAM VALLEY: Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

TOWN OF PUTNAM VALLEY: Superintendent of Highways  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

AND

VILLAGE OF COLD SPRING: Mayor  
85 Main Street  
Cold Spring, New York 10516

VILLAGE OF COLD SPRING: Superintendent of Highways  
85 Main Street  
Cold Spring, New York 10516

AND

VILLAGE OF NELSONVILLE: Mayor  
258 Main Street  
Nelsonville, New York 10516

VILLAGE OF NELSONVILLE: Superintendent of Highways  
258 Main Street  
Nelsonville, New York 10516

AND

VILLAGE OF BREWSTER: Mayor  
50 Main Street  
Brewster, New York 10509

VILLAGE OF BREWSTER: Superintendent of Highways  
208 Main Street  
Brewster, New York 10509

- c. That this Agreement may terminate with or without cause, upon provision of thirty (30) days written notice to be forwarded in accordance with the Section 6(b) of this Agreement.
- d. That all personnel employed by each of the Parties in furtherance of this Agreement, will remain in the employ, title and position as those personnel had possessed at the time prior to and during the provision of shared services and mutual aid and assistance and shall not be deemed to be in the employ of any other parties to this Agreement.
- e. That the Parties shall each be responsible for the payment of salaries and other compensation, due and owing, to their individual employees during the time period in which such employees are engaged in performing shared services and mutual aid and assistance.
- f. That those "Recipients", requesting shared services and mutual aid and assistance pursuant to this Agreement shall have the sole responsibility for providing any and all prerequisites for each projected undertaking which is the subject of the provision of shared services and mutual aid and assistance or equipment including all federal, state and local statutory, regulatory or administrative rules or regulations pertaining to employee safety, training and environmental matters.

- g. That a waiver of the breach of any term, provision or condition of this Agreement shall not be binding unless in written form and in conformity with Section 6(b) of this Agreement, duly executed by the party waiving of said breach. No such waiver shall in any way affect the enforcement of any other term, provision or condition of this Agreement or constitute a cause or excuse for repletion of such or any other breach unless the waiver expressly sets forth accordingly.
  - h. In the event that a dispute arises between the Parties relative to the terms of this Agreement, the disputed matter shall be settled by and through binding arbitration to be performed thru the American Arbitration Association, venued in the County of Putnam and conducted in accordance with the laws of New York State. The selection of an arbitrator shall be upon mutual agreement of and between the parties. In the event that the selection of an arbitrator is not made upon mutual agreement of the parties within fifteen (15) days from the date on which Notice of Breach or Dispute is received by “Parties” named with respect to the underlying breach or dispute for which relief is sought therein, the County of Putnam shall make such selection.
7. This Agreement constitutes the entire understanding between the Parties but is not intended to supersede and/or replace in any respects all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the Parties with respect to the provision of shared services, mutual aid and assistance and all subject matters arising hereinafter. This Agreement may only be amended or modified by written notice to all Parties pursuant to paragraph 6(b) and as set forth therein.

8. This Agreement, and any further documents hereunder, may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties  
as of the month, day and year listed above.

**COUNTY OF PUTNAM:**

County Executive  
40 Gleneida Avenue  
Carmel, New York 10512

County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

**TOWN OF KENT:**

Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

Superintendent of Highways  
62 Ludington Court  
Kent Lakes, New York 10512

**TOWN OF CARMEL:**

Town Supervisor  
60 McAlpin Avenue  
Mahopac, New York 10541

Superintendent of Highways  
55 McAlpin Avenue  
Mahopac, New York 10541

**TOWN OF PATTERSON:**

Town Supervisor  
1142 Route 311  
P.O. Box 155  
Patterson, New York 12563

Superintendent of Highways  
281 Cornwall Hill Road  
Patterson, New York 12563

**TOWN OF PHILIPSTOWN:**

Town Supervisor  
238 Main Street  
Philipstown, New York 10516

Superintendent of Highways  
238 Main Street  
Philipstown, New York 10516

**TOWN OF PUTNAM VALLEY:**

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

Superintendent of Highways  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

**TOWN OF SOUTHEAST:**

Town Supervisor  
1360 Route 22  
Brewster, New York 10509

Superintendent of Highways  
10 Palmer Road  
Brewster, New York 10509

**VILLAGE OF BREWSTER:**

Mayor  
50 Main Street  
Brewster, New York 10509

Superintendent of Highways  
208 Main Street  
Brewster, New York 10509

**VILLAGE OF COLD SPRING:**

Mayor  
85 Main Street  
Cold Spring, New York 10516

Superintendent of Highways  
85 Main Street  
Cold Spring, New York 10516

**VILLAGE OF NELSONVILLE:** Mayor  
258 Main Street  
Nelsonville, New York 10516

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel,  
New York, on the date hereinabove set forth.

**READ & APPROVED:**

**THE COUNTY OF PUTNAM:**

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

\_\_\_\_\_  
Date  
Kevin Byrne  
County Executive

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

\_\_\_\_\_  
Date  
Thomas Feighery  
Commissioner of Highways and Facilities

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

**TOWN OF KENT:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF CARMEL:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF PATTERSON:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF PHILLIPSTOWN:**

\_\_\_\_\_  
Date  
Supervisor



**TOWN OF PUTNAM VALLEY:**

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_

**TOWN OF SOUTHEAST:**

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_

**VILLAGE OF BREWSTER:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

**VILLAGE OF COLD SPRING:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

**VILLAGE OF NELSONVILLE:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

***ACKNOWLEDGMENT OF COUNTY OF PUTNAM:***

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF PUTNAM    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025 before me personally came **KEVIN M. BYRNE** to me known, who being by me duly sworn, did depose and say that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

\_\_\_\_\_  
Notary Public

SCHEDULE "A"

SCHEDULE " " "  
PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:  
 UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM  
 48 GLENEIDA AVENUE  
 CARMEL, NEW YORK 10512  
 ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)  
 ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

*"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for  
 Professional Liability and Workers' Comp."*

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The Contractor shall provide and maintain at its own expense the following  
 minimum insurance coverage:

- A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.
- B. Commercial General Liability - covering all operations and all locations involved in the contract, including the following coverages:
  - \$2,000,000 General Aggregate
  - 5,000 Medical Expense Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:  
 (1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles  
 Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**  
 Limits depending on the following contract size  
 \$100,000 - \$250,000 - 1 million  
 \$250,001 - \$500,000 - 5 million  
 \$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**  
 Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

#### STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

17a

From: Frank DiMarco, Parks and Recreation

Subject: Personnel

Date: April 1, 2025

Please approve the following additions/changes to personnel.

1. Chelsi Vogt, PV Day camp office hours, @ \$21.00 hr.
2. Raymond Pagano, PV Day camp office hours, @ \$18.00 hr.
3. John Boniello, Day Camp bus driver, @ \$30.00 hr.

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

Cynthia Granda  
31 Argyle Street  
Lake Peekskill, NY 10537

\$500.00  
LPCC  
Deposit refund

Nicole Pocchia  
299 Oscawana Lake Road  
Putnam Valley, NY 10579

\$500.00  
LPCC  
Deposit refund

Darryl Wassil  
276 Oscawana Lake Road  
Putnam Valley, NY 10579

\$312.00  
Day Camp  
Overpayment refund

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 4/2/2025  
**Re:** 2025 District Spring Cleanups

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I formally request that the Town Board accept the proposal from Landwork Contractors for the spring cleanup of the following district properties. The cost will be covered by the appropriate districts. All leaves will be dumped at the Town Highway organic waste pile unless otherwise noted.

- Lookout Manor: beach, parking lot \$1,250.
- Barger Pond: \$595.



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

**Proposal to:** Town of Putnam Valley **Attention:** Karen Kroboth District Clerk 845-526-2160  
**Proposal dated:** March 6, 2025

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

**Spring Clean up services:**

1. **Roaring Brook:** Spring clean up at Children's Beach, Park Beach, Spur Beach, North Beach and Moon Beach (rake and remove all debris from beaches)  
**Cost: \$6,850.00**
2. Rake sand back from **Children's Beach:** **Cost: \$1,275.00**
3. **Dam Area:** Clean up dam area **Cost: \$1,550.00**
4. **Lookout Manor:** Lee Avenue, Rake up leaves, debris and remove from area and parking lot. **Cost: \$1,250.00**
5. **Wildwood Knolls:** Spring clean up -rake and remove all debris from property. Beach and boat ramp area will be cleaned. **Cost: \$1,275.00**
6. **Barger Pond:** Rake and blow leaves/branches from the lawn/beach area into the woods. **Cost: \$595.00**

All leaves to be dumped at Town Highway organic waste pile.

**Additional requested work @ Wildwood Knolls:**

1. Swan Lane Triangle Clean Up: **Cost: \$375.00**
2. Swan Lane Triangle Mulch Installation: **Cost: \$1,275.00**

I look forward to working with you.  
Please feel free to contact me with any questions.

Regards,

Joe Ruggiero

(914) 646-4846 cell

President, Landwork Contractors, Inc.





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## Town of Putnam Valley

JACQUELINE ANNABI

*Supervisor*

### *Town Board Members*

Louis Luongo, *Councilman*  
Christian Russo, *Councilman*  
Stacey E. Thompkins, *Councilwoman*  
Sherry Howard, *Councilwoman*

### *Supervisor's Office*

Maria Angelico, *Director of Finance*  
Margaret DiRubba, *Facilities Manager*  
Elaine McGinty, *Chief of Staff to Supervisor*

**To:** Town Board  
**From:** Maria Angelico  
**Date:** April 16, 2025  
**Re:** BAN Renewal

**RESOLVED,** THAT THE Town Board authorize the Finance Director to go out to bid for the renewal of a (combined) Bond Anticipation Note in the amount of \$690,000.00. This amount is to cover the remaining amounts of previously issued BANS for Highway Department equipment (\$500,000, originally issued in 2023), notes for other highway equipment (\$125K), and the purchase of the Aquatic Weed Harvester for Lake Oscawana District (\$65K of the original \$175k) issued in 2021.

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF  
PUTNAM VALLEY, PUTNAM COUNTY, NEW YORK (THE "TOWN"),  
AUTHORIZING THE ISSUANCE OF UP TO \$500,000 IN SERIAL BONDS  
OF THE TOWN FOR THE ACQUISITION OF MACHINERY AND  
APPARATUS FOR USE BY THE TOWN'S HIGHWAY DEPARTMENT**

WHEREAS, the Town Board of the Town of Putnam Valley (the "Board"), Putnam County, New York (the "Town") proposes to authorize the issuance of \$500,000 in serial bonds of the Town to finance the acquisition of machinery and apparatus for use by the Town's Highway Department (the "Project"), at an estimated maximum cost of \$500,000; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the "Town Board") of the Town of Putnam Valley, Putnam County, New York (the "Issuer" or the "Town") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake the acquisition of machinery and apparatus for use by the Town's Highway Department. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$500,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$500,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 2. It is hereby determined that the period of probable usefulness of the aforementioned specific object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law; however, the maximum term of the bonds authorized to be issued by this resolution shall not exceed five (5) years from the date of the first borrowing hereunder.

SECTION 3. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 4. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations and of Section 21.00, Section 50.00, Section 54.90, Sections 56.00 through 60.00 and Sections 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters relating thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Supervisor of the Town, as the chief fiscal officer of the Town (the "Town Supervisor"). Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for one or more of the objects or purposes authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Town Board, then the power of the Town Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 6. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 7. The Town Supervisor is further authorized to enter into continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 8. The Town Board hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no

further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of this resolution.

SECTION 9. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of this Board.

SECTION 10. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

SECTION 11. The Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

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NAY

Jacqueline Annabi, Supervisor  
Louie Luongo, Board Member  
Christian Russo, Board Member  
Sherry Howard, Board Member  
Stacey Tompkins, Board Member

The resolution was thereupon declared duly adopted by a vote of \_\_\_\_ ayes and \_\_\_\_ nays. This resolution shall take effect immediately.

Dated: April 16, 2025

STATE OF NEW YORK     )  
COUNTY OF PUTNAM     ) ss:

I, the undersigned Town Clerk of the Town of Putnam Valley, Putnam County, New York (the "Town"), DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town (the "Board") was held on April 16, 2025. Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of said Board. Attached hereto is a true and correct copy of a resolution duly adopted at said meeting and entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF PUTNAM VALLEY, PUTNAM COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ISSUANCE OF UP TO \$500,000 IN SERIAL BONDS OF THE TOWN FOR THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN'S HIGHWAY DEPARTMENT**

3. Public Notice of the time and place of said meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said Board had due notice of said meeting. The meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members (2/3's of the Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

4. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Putnam Valley this 16<sup>th</sup> day of April, 2025.

TOWN OF PUTNAM VALLEY

By: \_\_\_\_\_  
Michelle Stephens, Town Clerk

[SEAL]

## ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on April 16, 2025 and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Putnam Valley, Putnam County, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Michelle Stephens, Town Clerk  
Town of Putnam Valley

### SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Putnam Valley, Putnam County, New York, on April 16, 2025.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF PUTNAM VALLEY, PUTNAM COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ISSUANCE OF UP TO \$500,000 IN SERIAL BONDS OF THE TOWN FOR THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN’S HIGHWAY DEPARTMENT”.

2. Object or Purpose: the acquisition of machinery and apparatus for use by the town’s Highway Department.

3. Period of Probable Usefulness: 5 years.

4. Amount of Debt Obligations Authorized: \$500,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Putnam Valley Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York 10579.