



TOWN OF PUTNAM VALLEY

Town Board Work Session

April 9th, 2025

Town Hall

5 PM

Meeting called to Order

Pledge of Allegiance

1. 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
TOWN BOARD WORK SESSION**

Wednesday April 9th, 2025

5:00 PM

PRESENT: Supervisor Annabi
Councilman Luongo
Councilman Russo
Councilwoman Howard

ALSO PRESENT: Town Clerk Michelle Stephens
Town Counsel Sarah Ryan

ABSENT: Councilwoman Tompkins

Supervisor Annabi opened the meeting at 5:00 followed by the Recitation of the Pledge of Allegiance

Supervisor Annabi asked for a moment of silence for Putnam Valley residents that passed away this month.

AMENDMENTS TO THE AGENDA

Presented by Supervisor Annabi

RESOLUTION#R25-133

RESOLVED, that the Town Board **ADD** and executive session at the end of the meeting to discuss Attorney/Client information with no further business afterward.

REMOVE 2.B Approve Sports Tech Acrylics proposal.

ADD 2.B Approve Contract with Headwater Forestry Inc.

ADD 5.A Approve Temporary Building Inspector

MOVE #4. Discuss 17 Oscawana Lake Rd move to go before districts.

Supervisor made motion to accept the change in agenda.

Seconded by Councilman Luongo, unanimously carried.

DISCUSSION OF 17 OSCAWANA LAKE RD

Steve Whalen from Whalen Architecture made a presentation on the converting of a second story storage area to a 2 Bedroom Apartment at 17 Oscwana Lake Rd. The lower level is currently being used as a dentist office. They have already gone before the Planning Board.



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.

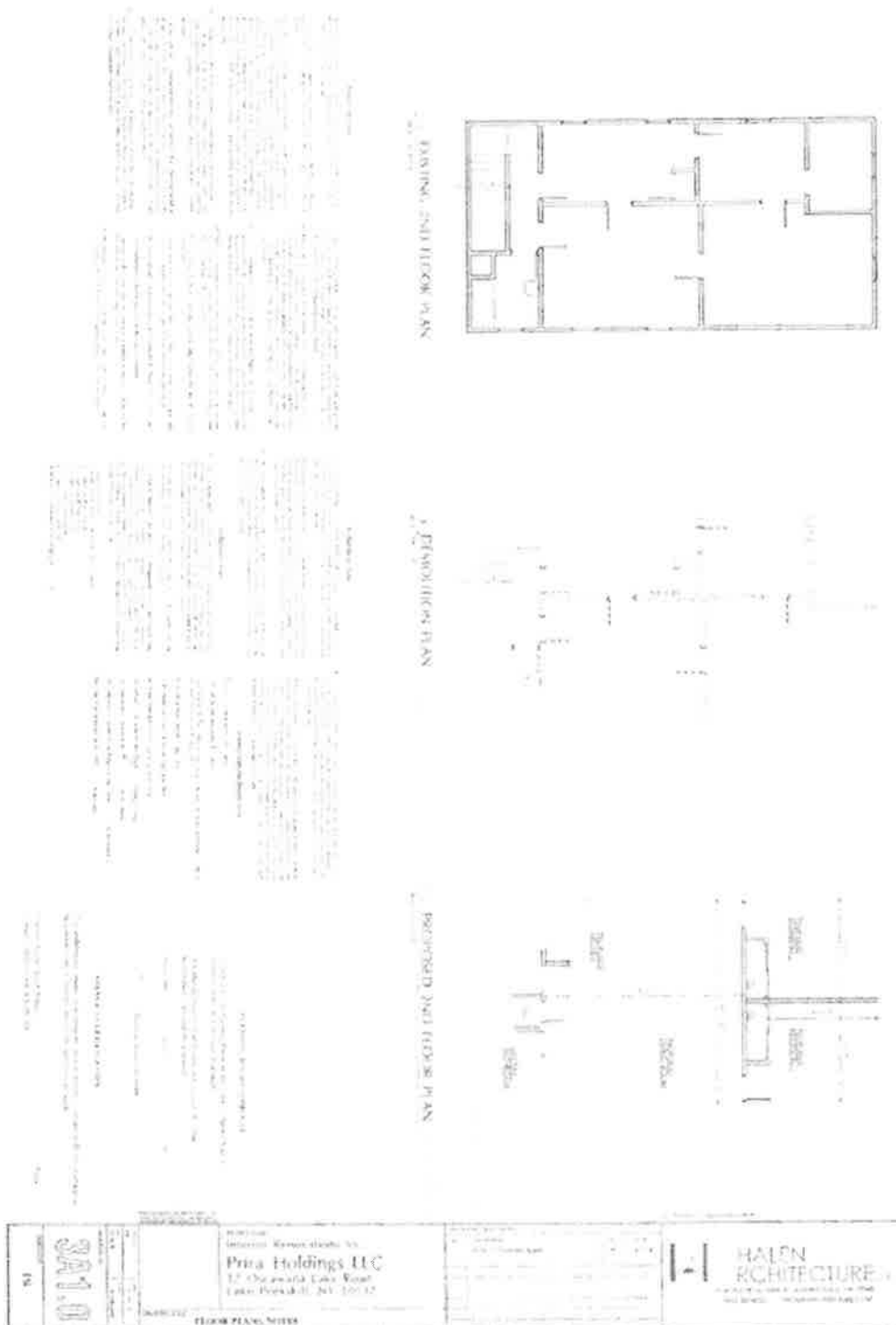
The Planning Board has indicated the requirement for Town Board approval since the proposed change of use will increase the existing flow rate into the existing sewer system. I have attached a copy of the flow calculations and current drawings for your review.

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



April 9th, 2025

PAGE 4

FLOOR LEVEL		EXISTING OCCUPANCY	OCCUPANT LOAD PER SF	FLOOR AREA	OCCUPANT LOAD	PROPOSED OCCUPANCY	OCCUPANT LOAD PER SF	FLOOR AREA	OCCUPANT LOAD
1st FLOOR	21,800 SQ. FT.	500	1,000	21,800	21,800	21,800	1,000	21,800	21,800
2nd FLOOR	21,800 SQ. FT.	500	1,000	21,800	21,800	21,800	1,000	21,800	21,800

WASTEWATER FLOW RATES			
EXIST. OCCUPANT LOAD	USE GPD	TOTAL EXISTING GPD	PROPOSED OCCUPANT LOAD
21,800	15 GPD	327,000	21,800
21,800	15 GPD	327,000	21,800

WASTEWATER FLOW RATES			
EXIST. OCCUPANT LOAD	USE GPD	TOTAL EXISTING GPD	PROPOSED OCCUPANT LOAD
21,800	15 GPD	327,000	21,800
21,800	15 GPD	327,000	21,800

One of their requirements is that a meter be installed.

Councilman Russo was concerned for the water flow and that it would be well under the 60,000 gallon per day.

Councilwoman Howard asked if the new apartments and Nonna's would effect this.

Counsel Sarah Ryan said this was a prior increase in the allowable flow increase for 11 Oscawana Lake Rd.

Councilman Luongo pointed out that the downstairs wouldn't be operating 7 days a week, probably operating 5 days a week. With that it would give another buffer of less water usage.

Counsel Sarah Ryan also mentioned that the owner was willing to make it a one bedroom. He is willing to work with the Town Board.

The Town Board will further discuss and will make a final decision by April 16th, 2025

APPROVE LAKE OSCAWANA HARVESTER OPERATORS APPOINTMENT 2025

Presented by Councilman Luongo

RESOLUTION #R25-134

RESOLVED, that 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

Seconded by Councilwoman Howard, unanimously carried.

APPROVE LAKE PEEKSKILL IMPROVEMENT DISTRICT TEMPORARY LABORER

Presented by Councilman Luongo

RESOLUTION#R25-135

RESOLVED, that 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.

Seconded by Councilman Russo, unanimously carried.

APPROVE RBL- GEI 2025 LAKE MANAGEMENT SERVICES PROPOSAL

Presented by Councilman Luongo

RESOLUTION #R25-136

RESOLVED, that 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.

Seconded by Councilman Russo, unanimously carried.



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

www.geiconsultants.com

GEI Consultants, Inc. DBA GEI Consultants Engineering,
Geology, Architecture & Landscape Architecture
1000 New York Ave., Ste. B, Huntington Station, NY 11746
631.760.9300

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

2

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
TP	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom
TN	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom	Surface, Middle and Bottom
Algae	3-m Integrated Sample	3-m Integrated Sample	3-m Integrated Sample	3-m Integrated Sample	3-m Integrated Sample	3-m Integrated Sample	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	Surface	Surface	Surface	Surface	Surface	Surface
Temperature/Oxygen Profiles	Whole Water Column	Whole Water Column	Whole Water Column	Whole Water Column	Whole Water Column	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

3

Task 4. Equipment and Mileage

GEI's equipment fees for the TOPV are calculated at \$100 per sampling event, which covers ion 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

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

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.

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

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
P: 516.521.3774

AR/LG:ag
© 2025 GEI Consultants, Inc. All Rights Reserved. Roaring Brook Lake 2025 Project Services Agreement, Proposal Roaring Brook Lake 2025-25.docx

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



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

Town of Putnam Valley

265 Oscawaba Lake Road, Putnam Valley, New York 10579

and

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

2. SCOPE OF SERVICES

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

3. EFFECTIVE DATE

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

4. FORCE MAJEURE

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

5. COMPENSATION

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

6. PERFORMANCE STANDARDS

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.
- 7. **INSURANCE**
 - a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
 - b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.
- 8. **ALLOCATION OF RISKS**
 - a) **Indemnification.** To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
 - b) **Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and sub-contractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
 - c) **Consequential Damages.** GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.
- 9. **CONFIDENTIALITY**
 - a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
 - b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.
- 10. **OWNERSHIP OF DOCUMENTS**

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

11. TERMINATION AND SUSPENSION

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

12. DISPUTE RESOLUTION

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

13. GENERAL CONSIDERATIONS

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

For CLIENT:	Jacqueline Annabi
	Town of Putnam Valley
	265 Oscawaba Lake Road, Putnam Valley, New York 10979
For GEI:	Damon Oscarson
	1000 New York Ave., Suite B, Huntington Station, New York 11746

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

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

14. ADDITIONAL PROVISIONS

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

15. EXHIBITS

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

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

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

16. ACCEPTANCE

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

For CLIENT:

By: _____

(Signature)

(Print Name)

(Title)

(Date)

For GEI:

By: _____

(Signature)

Damon Oscarson

(Print Name)

Senior Ecologist

(Title)

March 27, 2025

(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated March 27, 2025.

EXHIBIT B

Payment Terms

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

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

Special Provisions for Field Services

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

APPROVE WHEN I WORK AGREEMENT LIFEGUARD APP

Presented by Councilman Russo

RESOLUTION #R25-137

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

Seconded by Councilman Luongo, unanimously carried.

Supervisor Annabi 2nd for discussion. This App helps the lifeguards to sign in when they get to their assigned beaches so we know they are there. It helps with communication between Theresa Orlando, Karen Kroboth, monitors as well as with the other lifeguards. It helps when one of the lifeguards cannot make it to work. They can swap or add out hours, whatever the case maybe.

Seconded by Supervisor Annabi, unanimously carried.



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

Acct. No. 3284629

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.

Payment info:

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 purchaser)

Signature: _____
Printed name: _____
Title: _____
Date: _____

APPROVE CONTRACT WITH HEADWATER FORESTRY INC

Presented by Councilman Russo

RESOLUTION #R25-138

RESOLVED, that the Town Board ratify the Town Supervisors signature authorizing us to proceed with the Municipal Forestland-Forest Management Plan and Map by Headwater Forestry Inc. in the amount of \$2880.00.

Seconded by Councilman Luongo, unanimously carried.

Councilman Russo asked to further discuss.

Supervisor Annabi said this Forestry plan will help map out all overgrown trees within the Camp and Town Park. It will help with harvesting and re-planting. It will prevent old and diseased trees from falling and damaging property. A few have fallen on electric poles causing damage. That has cost a lot of money to get repaired. Doing this will help prevent further damage and is recommended by the DEC and the DEP. The guy that timbers the wood and the Town ends up getting a revenue source from that which is also a benefit. So not only are we cleaning up and getting rid of deadly or invasive trees, the Town is also making money.

Seconded by Councilman Luongo, unanimously carried.

HEADWATER FORESTRY, INC

Cory Creagan, CF
SAF Certified Forester | VT Licensed Forester
NY Cooperating Forester | WAC Qualified Forester
Audubon Endorsed Forester

6 Post Street
Kingston NY, 12401
info@headwaterforestry.com
(845) 991-9136

February 13, 2025

Project Estimate

Client: Town of Putnam Valley

Project: Municipal Forestland – Forest Management Plan + Map

Scope:

- Conduct forest inventory / perform timber cruise
 - Design sampling grid for approximately 210 forested acres on parcels 84.-1-14 & 84.-1-22 & Town Park (not including wetland / water or developed areas).
 - Collect data regarding species composition, stocking levels, and timber volume utilizing ForestMetrics Pro.
 - Evaluate forest health / presence of pests / pathogens.
 - Identify forest stands based on inventory results.
 - Identify management / harvesting opportunities.
- Develop Forest Management Plan
 - Describe property wide conditions / characteristics including soil type, presence of rare, threatened, or endangered species, presence of aquatic features, presence of sensitive ecological communities, recreational uses / opportunities, etc.
 - Provide narrative descriptions for individual stands including general stand characteristics, present stocking levels, health concerns, and recommended treatments / harvests.
 - Provide detailed prescriptions for recommended harvests.
 - Provide 10-year work schedule outlining recommended management activities.
- Develop Forest Management Map
 - Depict parcel boundaries and delineate forest stands and sensitive ecological communities to correspond with forest management plan.
 - Display current trails / roads.
 - Display aquatic features.

Deliverables:

- Forest Management Plan (Digital)

TOWN OF PUTNAM VALLEY
TOWN BOARD WORK SESSION

April 9th, 2025

PAGE 23

- Forest Management Map (Digital)
- Inventory Results (Digital)

Fees: Services will be billed at a rate of \$90/hr

Estimated Hours:

- | | |
|---------------------|----------|
| • Forest Inventory: | 16 hours |
| • Plan Development: | 10 hours |
| • Map Development: | 6 hours |

TOTAL 32 hours


Estimated Project Total: \$2880.00

Estimated hours and project totals are estimates only. Headwater Forestry, Inc will only bill for hours actually worked. If total hours worked are less than estimated hours, total fees will be less than the estimated project total. If total hours worked exceed estimates, total fees will be capped at / shall not exceed estimated project total + 15% of estimated project total.

Should the above be deemed agreeable, work can commence as soon as April 2025.

Per the terms listed in this proposal, I hereby agree to commission Headwater Forestry, Inc with the services outlined above.

Signature



Date

4/9/25

ACCEPT RESIGNATION OF BOARD OF ASSESSMENT REVIEW MEMBER

Presented by Councilwoman Howard

RESOLUTION #R25-139

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

Seconded by Councilman Russo, unanimously carried.

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.

Very truly yours,



PHILLIP AMMANN

Supervisor Annabi said Phil has been on the BAR for almost 15 years. He is a man of much knowledge. He is a true asset and will surely be missed. A new person will be appointed next week after completing training. They all thanked Phil and wish him all the best.

Seconded by Councilman Russo, unanimously carried.

RESOLUTION #R25-140

Seconded by Councilman Russo, unanimously carried.

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

[illegible]

APPOINT TEMPORARY BUILDING INSPECTOR

RESOLUTION #R25-141

Seconded by Councilman Luongo, unanimously carried.

Supervisor made motion to go close the meeting at 5:24pm and to go to an Executive Session to discuss an Attorney/Client issue with no further business afterward.

Seconded by Councilman Russo, unanimously carried.

She stated a reminder that we have a public hearing next week for Amendment to Town Code for Short Term Rentals and Amendment to Town Code for Outdoor Community Events:

Respectfully submitted,



Michelle Stephens
Town Clerk
4-9-2025

TOWN OF PUTNAM VALLEY
TOWN BOARD WORK SESSION

April 9th, 2025

PAGE 27