



TOWN OF PUTNAM VALLEY

**Town Board Meeting**

**January 28<sup>th</sup>, 2026**

**Town Hall**

**6 PM**

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**AGENDA**

**Meeting called to Order**

**Pledge of Allegiance**

1. Recognition of Sheryl Luongo, Retiring Assessor
2. Community Reports
3. ***Public Hearing:*** Amendments to Local Zoning Laws
4. ***Public Hearing:*** Putnam Valley Volunteer Fire Department 2026 Contract
5. Supervisor's Comments
6. Legislative Reports
7. Approval of Minutes
8. ***Parks & Recreation:***
  - a. Approve January 2026 Refunds
  - b. Approve January 2026 Personnel Changes
9. ***Highway:***
  - a. Approve New Laborer Hire
  - b. Approve Snow Plow Riders Hire for 2026 Winter Season
10. Approve Appointment to LOMAC
11. ***Districts:***
  - a. Approve 2026 EverBlue Lakes Contract
  - b. Authorize to Go to Public Bid for District Grass Cutting 2026
12. ***Grant Applications:***
  - a. Approve Application for Municipal Parks and Recreation Grants Program
  - b. Approve Application for Local Government Efficiency Grant Program
13. Update on Contracts Subject to Attorney Review from January 21<sup>st</sup> Work Session
14. ***Finance:*** Audit of Monthly Bills
15. Public Comment [Three-Minute Time Limit Per Person]

**Adjournment**

**Next Town Board Meeting: Work Session, Wednesday February 11<sup>th</sup>, 2026, 5 PM**

**Public Hearings:**

1. **Local Law Amending Senior Citizen Property Tax Exemption, Wednesday, February 11<sup>th</sup>, 2026 5PM**
2. **Local Law Amending Veterans Property Tax Exemption, Wednesday, February 11<sup>th</sup>, 2026 5 PM**

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

**A Local Law Amending the Town of Putnam Valley Town Zoning Code and Zoning Map Relating to the Neighborhood Commercial (CN) District**

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 Zoning Code and Zoning Map Relating to the Neighborhood Commercial (CN) District.”

**Part 2. Purpose**

The purpose of this local law is to amend the Town of Putnam Valley Code to change the Permitted and Special Permit Uses within the Neighborhood Commercial (CN) District and to add Design Standards for development projects within the said District. This local law shall also amend the Town of Putnam Valley Zoning Map to rezone certain parcels, consistent with the Town of Putnam Valley Comprehensive Plan, to encourage the integration of low-impact neighborhood businesses and small-scale shopping areas into the neighborhoods which they serve.

**Part 3. 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 4. Amendments of the Town Code**

**I. Permitted Use Changes - CN District**

Chapter 165, Section 165-13(A)(2) (Provisions for nonresidential districts, CN Neighborhood Commercial Districts, Permitted Uses), of the Town Code is amended as follows:

*Repeal*

§165-13(A)(2)(i) – Convenience stores with gas pumps

*Replace*

§165-13(A)(2)(a) – Residences above commercial stores (Planning Board to determine number of bedrooms)

§165-13(A)(2)(w) – Dry-cleaning or Laundry services; drop-off

**II. Special Permit Use Changes – CN District**

Chapter 165, Section 165-13(A)(3) (Provisions for nonresidential districts, CN Neighborhood Commercial Districts, Special Permit Uses), of the Town Code is amended as follows:

*Repeal*

- §165-13(A)(3)(e) – Catering establishments
- §165-13(A)(3)(f) – Cocktail lounge/bar
- §165-13(A)(3)(h) – Laundry services, storefront
- §165-13(A)(3)(k) – Automotive, sales or rental
- §165-13(A)(3)(o) – Exterminating services
- §165-13(A)(3)(q) – Laundromat, on-site
- §165-13(A)(3)(v) – Theatres and cinemas.
- §165-13(A)(3)(w) – Contractor yard
- §165-13(A)(3)(aa) – Automotive repairs/ service
- §165-13(A)(3)(bb) – Automotive gas station

*Replace*

- §165-13(A)(3)(p) – Kennel, commercial (No outdoor runs)
- §165-13(A)(3)(y) – Veterinary hospitals (No outdoor runs)

**III. Design Standards – CN District**

**The Town of Putnam Valley Zoning Code Article III, §165-13(A) is amended as follows**

*Add*

Section 165-13(A)(6):

- 6) Design standards CN District. The following standards shall be applied during the site plan and subdivision review of any development project in the CN (Neighborhood Commercial) District. The Planning Board may use its discretion to waive or modify these standards.
  - a) Screening and landscaping. A hedge, fence or wall of a design and material subject to approval by the Planning Board, with a height of not less than six feet and, except in the case of planting screens of not more than eight feet, adequate to screen, to the extent practicable, at all seasons of the year the operations conducted on the lot from any abutting residence district. In addition:
    - i) The side yard and rear yard setbacks shall be landscaped to a depth of not less than 15 feet along their length except openings required for driveways, utilities and pedestrians unless otherwise determined by the Planning Board.
    - ii) The front yard setback shall be landscaped to a depth of not less than 10 feet along its length except openings required for driveways, utilities and pedestrians as determined by the Planning Board.
    - iii) The minimum lot size, height, lot and bulk regulations, minimum street frontage and related standards for the CN District shall be as set forth in § 165-14 of the Town of Putnam Valley Town Code.

- iv) If the property proposed for development adjoins a residential property located in a residential district all site improvements, with the exception of a driveway, shall be set back an additional 15 feet from the minimum yard setback.
- v) The additional setback is intended to provide a visual and noise buffer between residential and nonresidential uses. The additional setback, as well as the minimum yard setback area, shall be planted with a mixture of evergreen and deciduous plantings, or fencing, at a height so as to provide, as much as practicable, a visual screen of the non-residential improvements from residential uses. The species type, location and height of such landscaping shall be subject to the approval of the Planning Board.
- b) There shall be no parking or loading areas placed or located within any front, side, or rear setback.
- c) Utilities shall be placed underground.
- d) All exterior trash storage containers shall be screened so that they are not visible from off the property. Each trash enclosure shall be constructed of masonry walls and with a steel gate painted to be compatible with the color of the masonry walls and building it is to serve.
- e) Sidewalks may be provided along any existing or proposed public street. The sidewalks may be separated from the street by a tree lawn at least four feet wide. New streets may, unless waived by the Planning Board, incorporate sidewalks into the design, and may, where practicable, link existing and future potential sidewalks and pedestrian pathways.
- f) New or in-fill construction should be designed so as to be compatible with the general rural character and architectural design of buildings on the street frontage. The setback, height, bulk, gable and pitch of roofs, use of porches, shutters and other exterior design elements should result in an overall design that complements the existing character of the streetscape.
- g) Existing tree rows and hedgerows, stonewalls, and similar features shall, to the extent practicable, be retained in the development of any new use or the expansion of any existing use.
- h) Additions to existing buildings shall use materials and details complimentary to those incorporated in the parent structure.
- i) The construction of any blank, windowless facade facing a street shall be prohibited.
- j) The utilization of ribbon or continuous strip glazing in any building facade shall be prohibited.
- k) Pitched roofs shall be used on buildings in lieu of flat roofs to the extent feasible. If pitched roofs are not feasible or practical in a given situation, then, at a minimum, a pitched roof architectural feature shall be required as a detail element, i.e., entryway or tower element to break the horizontal facade. Buildings located adjacent to residential districts shall incorporate the use of pitched roofs for the entire structure.
- l) All roof-mounted equipment shall be screened entirely from view utilizing screens of a height equal to the height of the equipment.

- m) Any large building facade and the sides visible from a street shall incorporate changes in plane and architectural features that give the appearance of several common-wall buildings.
- n) Major modifications to the existing landscape such as extensive grading, clear-cutting of trees, or other similar activities shall be avoided to the extent possible
- o) All streets shall be designed to permit the installation of electric, water, sewer, gas, and other utilities underground, either initially or at the time major improvements or upgrades are made to the street or the particular service
- p) The use of a "boulevard" entrance for new streets and driveways is encouraged. Such boulevard entrances shall be improved with landscaping, fencing, stone walls, or other suitable aesthetic improvements as approved by the Planning Board. Lots in excess of two acres should provide secondary access for emergency purposes.
- q) Parking and loading areas shall be located at the rear of the principal building. The Planning Board may permit parking spaces to be located to the front or side of the principal building where the Board has determined that site conditions do not permit parking to be located at the rear of the building.
- r) The primary entrances to any building should be oriented to the lot frontage. Secondary entrances should be oriented to parking, plazas, or parks.
- s) New buildings in proximity to historic structures and historic districts listed on the National or State Register of Historic Places shall be designed in a manner consistent with the general architectural features of such historic features in terms of form, materials, fenestration, and roof shape.
- t) The total number of required parking spaces shall be broken up into smaller "blocks" of parking, with no more than 10 parking spaces per parking block. Parking blocks shall be separated from each other by a landscaped island no less than five feet wide.
- u) Service alleys for deliveries and utility access shall be established along rear property lines wherever practical.
- v) Where permitted, drive-through facilities shall be located at the rear of principal structures and landscaping shall be used to reduce the visibility of such facilities.
- w) Pedestrian safety and internal vehicular circulation must be considered in the design of any drive-through facilities.
- x) Cross-easements between lots may be used to provide shared access to parking whenever possible.
- y) Off-street parking lots and loading areas, accessory use structures or storage other than sheds shall be screened from public walkways and streets utilizing landscaping and/or fencing as determined by the Planning Board.

#### **IV. Zoning Map Amendments**

The zoning map of Chapter 165, Section 165-6 of the Town Code is amended to change the district designations of the following Tax Parcels to the Neighborhood Commercial (CN) District:

| <b>A: Parcels at the Intersection of Oscawana Lake Road, Church Road, and Cimarron Road</b> |              |            |                            |
|---------------------------------------------------------------------------------------------|--------------|------------|----------------------------|
| <b>Section</b>                                                                              | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b>        |
| 72.16                                                                                       | 1            | 3          | Wiedemann                  |
| 72.16                                                                                       | 1            | 4          | Cimarron Real Estate Corp. |
| 72.16                                                                                       | 1            | 19         | Jacobs                     |
| 72.16                                                                                       | 1            | 20         | Salaun Family Trust        |
| 73.13                                                                                       | 1            | 13         | Arnett/Ordaz               |
| 73.13                                                                                       | 1            | 14         | Ramirez                    |
| 73.15                                                                                       | 1            | 15         | Swindler                   |
| 73.13                                                                                       | 1            | 21         | Noban/Velazquez            |
| 73.13                                                                                       | 1            | 22         | Smith                      |
| 73.13                                                                                       | 1            | 23         | Sinachi/Hernandez          |
| 73.13                                                                                       | 1            | 24         | Devine                     |
| 73.13                                                                                       | 1            | 25         | DiPillo                    |
| 73.13                                                                                       | 1            | 26         | Eagens                     |
| 73.13                                                                                       | 1            | 27         | Reform Temple of PV        |

| <b>B: Parcels at the Intersection of Oscawana Lake Road and Cedar Drive</b> |              |            |                           |
|-----------------------------------------------------------------------------|--------------|------------|---------------------------|
| <b>Section</b>                                                              | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b>       |
| 73.5                                                                        | 1            | 23         | Ianescu/Landers           |
| 73.5                                                                        | 1            | 24         | Rozeik Holdings, LLC.     |
| 73.5                                                                        | 1            | 25         | Fontana                   |
| 73.5                                                                        | 1            | 39         | Osca Properties, LLC.     |
| 73.5                                                                        | 1            | 40         | Camp Lookout Imp District |
| 73.5                                                                        | 2            | 54         | Osca Properties, LLC.     |

| <b>C: Parcels at the Intersection of Oscawana Lake Road and Sunset Hill Road</b> |              |            |                     |
|----------------------------------------------------------------------------------|--------------|------------|---------------------|
| <b>Section</b>                                                                   | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b> |
| 73.5                                                                             | 2            | 58         | Estabridis          |
| 73.5                                                                             | 2            | 59         | Sprecht             |
| 73.5                                                                             | 2            | 63         | NHD Realty Corp.    |
| 73.6                                                                             | 1            | 6          | Lamarche            |
| 73                                                                               | 1            | 36         | Zvenigorodskly      |

| <b>D: Parcel at the Intersection of Oscawana Lake Road and Dunderberg Road</b> |              |                |                     |
|--------------------------------------------------------------------------------|--------------|----------------|---------------------|
| <b>Section</b>                                                                 | <b>Block</b> | <b>Lot</b>     | <b>Listed Owner</b> |
| 62.18                                                                          | 1            | 73.2 (Partial) | Babington           |

| <b>E: Parcels at the Intersection of Peekskill Hollow Road, Mill Street and Church Road</b> |              |            |                     |
|---------------------------------------------------------------------------------------------|--------------|------------|---------------------|
| <b>Section</b>                                                                              | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b> |
| 84.7                                                                                        | 1            | 4          | Baital              |

|      |   |      |                          |
|------|---|------|--------------------------|
| 84.7 | 1 | 5    | Andrade                  |
| 84.7 | 1 | 41   | Town of Putnam Valley    |
| 84.7 | 1 | 42   | Napolitano               |
| 84.7 | 1 | 43   | Martinez                 |
| 84.7 | 1 | 44.1 | Capone                   |
| 84.7 | 1 | 45   | Putnam Valley Grange 841 |
| 84.7 | 1 | 46   | Zastenchik               |
| 84.7 | 1 | 47   | Kenneson                 |
| 84   | 2 | 34   | Glenview Park Inc.       |

| <b>F: Parcels at the Intersection of Peekskill Hollow Road, Wicopee Road and New Hill Road</b> |              |            |                          |
|------------------------------------------------------------------------------------------------|--------------|------------|--------------------------|
| <b>Section</b>                                                                                 | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b>      |
| 63                                                                                             | 3            | 8          | Tompkins Cultural Center |
| 63                                                                                             | 3            | 9          | Resistribe LLC           |
| 63                                                                                             | 3            | 10         | Tompkins Cultural Center |
| 63                                                                                             | 3            | 16         | Resistribe, LLC          |
| 63                                                                                             | 3            | 24         | PV Volunteer Fire        |
| 63                                                                                             | 2            | 27         | Schmittman               |

| <b>G: Parcels at the Intersection of Peekskill Hollow Road and Taconic State Parkway</b> |              |            |                       |
|------------------------------------------------------------------------------------------|--------------|------------|-----------------------|
| <b>Section</b>                                                                           | <b>Block</b> | <b>Lot</b> | <b>Listed Owner</b>   |
| 52                                                                                       | 3            | 70         | Hollow Preserve, Inc. |
| 52                                                                                       | 3            | 71         | Luso Fagata           |

**The Town of Putnam Valley Zoning Code Article I, §165-6 (B)(1) is amended as follows:**

*Replace.*

The location and boundaries of the zoning districts are established as they are shown on the Zoning Districts Map, dated June 21, 2025, as said districts may hereafter be amended by local law, which Zoning Districts Map is signed by the Supervisor and Town Clerk, and which Map and any amendments thereto are hereby declared to be part of this chapter.

**Part 5. 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. 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.**

DRAFT

TOWN OF PUTNAM VALLEY CONTRACT WITH PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT FOR THE YEAR 2026 WITH AUTOMATIC RENEWAL TERMS THROUGH 2030

This AGREEMENT is made this \_\_\_\_ day of January 2026, effective as of January 1, 2026 and ending December 31, 2026, by and between the TOWN of Putnam Valley, a municipal corporation being a political subdivision of the State of New York, having its principal office in the TOWN of Putnam Valley, Putnam County, New York, on behalf of the Putnam Valley Fire Protection District, hereinafter called the "TOWN" and the Putnam Valley Volunteer Fire Department, Inc., a duly incorporated volunteer fire department, a not for profit corporation with its principal offices in the TOWN of Putnam Valley, Putnam County, New York, hereinafter called the "FIRE DEPARTMENT".

WITNESSETH:

WHEREAS, the TOWN, in order to protect the lives and property of the people of the TOWN of Putnam Valley and provide for their personal safety, has heretofore in accordance with law, duly established a fire protection district encompassing the entire TOWN, known as the PUTNAM VALLEY FIRE PROTECTION DISTRICT, and

WHEREAS, the FIRE DEPARTMENT is a duly incorporated not-for-profit corporation in good standing under the laws of the State of New York;

WHEREAS, New York Town Law § 194 provides that except as provided in paragraph (b) thereof:

“prior to commencing the negotiation process for a contract with an incorporated fire company, the incorporated fire company shall file with the town board a statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs (collectively the “Estimated Costs”). If the fire company is required to prepare any of the following documents (the “Supporting Documents”), copies shall be included with the statement:

- (1) the fire company's most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;
- (2) the fire company's most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;
- (3) the fire company's most recent internal revenue service form 990; and
- (4) the fire company's most recent annual report pursuant to section thirty-a of the general municipal law.

WHEREAS, Town Law § 184 further provides in pertinent part as follows:

- (I) that such contract shall not be entered into until a public hearing has been held by the town board. Notice of the hearing shall be published at least once in at least one newspaper having general circulation in the district. The notice shall specify the time when and place where the hearing will be held, and describe in general terms the proposed contract. The first publication shall be at least ten days prior to the day specified for the hearing;
- (II) that except as provided in subdivision four of this section, the term of the contract shall be for a definite period of time, but in no event shall the term exceed five years;
- (III) that the contract year or years in all such contracts entered into after the year nineteen hundred sixty shall terminate on December thirty-first;
- (IV) that the contract may be for an original term of one calendar year or less and provide that it shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further public hearing unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in that year. The term of any such contract, including renewals, shall not exceed five years, but the contract may provide that there shall be less than four such renewals.
- (V) that if the ... fire department ... which is to furnish the service under such a contract is not a fully paid department ... the [Town Board], upon the request of the department .... shall terminate the contract;

- (VI) that any such contract may provide that in the month of July of each year in which such a renewal could occur the town clerk of the town in which the fire protection district or the major portion thereof is located shall notify the President of the fire department ... which is to furnish the service under the contract that the contract shall be deemed renewed on the same basis for a further full term of one calendar year unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in such year;
- (VII) that the contract shall specify a definite sum to be paid each year for all of the services to be rendered thereunder

WHEREAS, prior to the execution of this Agreement, the FIRE DEPARTMENT has furnished to the TOWN Board of the TOWN ("TOWN Board") a written statement setting forth the Estimated Costs together with the Supporting Documents;

WHEREAS, such statement of Estimated Costs and Supporting Documents have been duly filed with the TOWN Clerk;

WHEREAS, notice of a public hearing with respect to the proposed contract was published on January \_\_\_\_\_ 2026 in a newspaper having general circulation in the district, on January \_\_\_\_\_, 2026 specifying that the public hearing would be held on January \_\_\_\_ 2026;

WHEREAS, such notice was published at least ten (10) days prior to the scheduled public hearing;

WHEREAS, the public hearing was held on January \_\_\_\_ 2026;

WHEREAS, the TOWN has determined that approval of the Contract is a Type II Action under SEQRA in that it involves routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; See, 6 NYCRR 617.5

WHEREAS, the TOWN Board passed a resolution on January \_\_\_\_\_ 2026 determining that the Estimated Costs presented by the FIRE DEPARTMENT is fair, reasonable, and necessary for the provision of fire protection services within the District, approving the TOWN entering into this Agreement and authorizing the TOWN Supervisor to execute same;

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT and the FIRE DEPARTMENT desires to contract with the TOWN for the FIRE DEPARTMENT to furnish fire protection within the District in accordance with New York Town Law § 184;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The FIRE DEPARTMENT agrees to furnish fire protection to the entire TOWN of Putnam Valley for a period of one (1) year beginning January 1, 2026 and up to and including December 31, 2026. Said fire protection is to be furnished by the FIRE DEPARTMENT to the TOWN and to all of its inhabitants within the area described herein upon the terms and conditions set forth herein.
2. For purposes of this Agreement: "Initial Term" means the period commencing on January 1, 2026 and ending on December 31, 2026; "Renewal Term" means each successive one (1) year renewal period following the Initial Term, as provided in this Agreement; and "Term" means the Initial Term and, if applicable, any Renewal Term(s) during which this Agreement remains in effect.
3. The FIRE DEPARTMENT shall at all times during the life and term of this agreement be subject to and shall respond for attendance at any and all fires occurring in said area as outlined in this agreement.
4. When notified by alarm or telephone call or other means of a fire within the district, the FIRE DEPARTMENT shall respond and attend to the fire diligently, without delay, with suitable and appropriate personnel and equipment and shall act and attempt in every reasonable way to extinguish the fire and save and preserve life and property in connection therewith.
5. The FIRE DEPARTMENT shall continually review and evaluate the qualifications, equipment, and operational capabilities of the FIRE DEPARTMENT such that the FIRE DEPARTMENT remains capable of providing adequate and reliable fire protection services to the District;
6. The FIRE DEPARTMENT shall maintain the personnel, facilities and equipment set forth on Exhibit "A" attached hereto and made a part hereof and shall notify the TOWN in writing if there is a reduction or material alteration of the facilities and equipment listed.

Upon such reduction, there will be a reduction commensurate in the compensation payable hereunder.

7. The TOWN shall provide and pay for Workers' Compensation Volunteer Firemen's Benefits for the benefit of FIRE DEPARTMENT personnel.
8. The FIRE DEPARTMENT will obtain and maintain in force throughout the term of this contract adequate and suitable public liability and property damage insurance policies, including automobile, for the benefit and protection of the said FIRE DEPARTMENT. Such policies shall also name the TOWN as an additional insured, and a certificate(s) of insurance, suitably endorsed, shall be delivered to the Supervisor of the TOWN of Putnam Valley upon the signing of this contract and shall remain in the custody of the TOWN Clerk. A copy of the certificate of insurance is attached hereto and made a part hereof as Exhibit "B".

8A. Indemnification. To the fullest extent permitted by law, the FIRE DEPARTMENT shall indemnify, defend, and hold harmless the TOWN, the District, and their respective officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs of defense) arising out of, resulting from, or in connection with (i) the FIRE DEPARTMENT's performance or failure to perform its obligations under this Agreement; (ii) any negligent, reckless, or willful acts or omissions of the FIRE DEPARTMENT or its officers, members, employees, agents, or volunteers in the course of providing services under this Agreement; or (iii) any breach of this Agreement by the FIRE DEPARTMENT. This indemnification obligation shall not apply to claims to the extent arising from the contributory negligence or sole misconduct of the Indemnified Parties. The FIRE DEPARTMENT's indemnification obligations under this Section shall be supported by and consistent with the insurance coverage required under Section 8 above, but shall not be limited to the amount or scope of such insurance coverage.

9. Compensation.

9.1. Initial Term. The TOWN shall pay the FIRE DEPARTMENT for the Initial Term, the total sum of One Million Three Hundred Seventy-Three Thousand One Hundred Dollars (\$1,373,100.00), payable in two (2) installments as follows: (a) Three

Hundred Forty-Three Thousand Two Hundred Seventy-Five Dollars (\$343,275.00), representing twenty-five percent (25%) of the total amount for the Initial Term, due and payable on or before February 1, 2026 in such Initial Term; and (b) One Million Twenty-Nine Thousand Eight Hundred Twenty-Five Dollars (\$1,029,825.00), representing seventy-five percent (75%) of the total amount for the Initial Term due and payable on or before March 15, 2026.

- 9.2. Renewal Term. The compensation for each Renewal Term shall increase by two percent (2%) over the immediately preceding Initial Term or Renewal Term, as the case may be, subject to: (i) the FIRE DEPARTMENT providing a statement of Estimated Costs at least thirty (30) days prior to the commencement of such Renewal Term verifying the need for the increase; and (ii) the TOWN determining in its discretion that such increase is fair, reasonable, and necessary. Payments in each such Renewal Term shall be made in two (2) installments following the same schedule set forth in Section 9.1: 25% due on or before February 1 and 75% due on or before March 15 of the Renewal Term.
10. This Agreement shall automatically renew for successive one (1) year terms (each such term a "Renewal Term"), with each Renewal Term commencing on January 1 and ending on December 31, unless terminated in accordance with this provision. The total term of this Agreement, including the Initial Term and all Renewal Terms, shall not exceed five (5) years, in accordance with New York Town Law § 184.
11. Either party may elect to terminate this Agreement at the end of the Initial Term or any Renewal Term, as the case may be, by providing written notice to the other party on or before the twentieth (20th) day of August of such Initial Term or Renewal Term, as the case may be, in which termination is desired, with such termination to be effective on December 31st of that Initial Term or Renewal Term, as the case may be. In the month of July of the Initial Term or Renewal Term, as the case may be, in which a renewal could occur, the TOWN Clerk shall give notice (each a "Renewal Notice") to the President of the FIRE DEPARTMENT that the Agreement shall be deemed renewed on the same basis for a further full Renewal Term of one (1) calendar year unless one of the contracting parties provides written notice of termination as set forth herein. In the event that the Town Clerk fails to give a Renewal Notice with respect a given Renewal Term and neither party provides written notice of termination as set forth herein, then this Agreement shall be deemed to be renewed for such Renewal Term.

12. The parties acknowledge that the compensation set forth in this Agreement is a fixed sum for the contract term as required by New York TOWN Law § 184. Notwithstanding the foregoing, in the event that any unfunded mandates are imposed by OSHA, PESH, NFPA, the Office of Fire Prevention and Control, or any other federal, state, or local governmental or regulatory body that materially increase the FIRE DEPARTMENT's costs of providing fire protection services under this Agreement during the applicable Initial Term or Renewal Term, as the case may be, the FIRE DEPARTMENT shall have the right to request an amendment to the compensation payable hereunder. Any such request shall be submitted in writing to the TOWN Board with reasonable documentation of the nature of the mandate and the estimated additional costs. The TOWN Board, in its sole discretion and subject to appropriation and any required public hearing or other procedures under applicable law, may approve an amendment to this Agreement to provide additional compensation, but shall have no obligation to do so.
13. Continuous Coverage. The FIRE DEPARTMENT shall use its best efforts to provide continuous and adequate fire protection services within the District, twenty-four (24) hours per day, seven (7) days per week, throughout the Term.
14. Compliance with Law and Policies. In performing services under this Agreement, the FIRE DEPARTMENT shall comply, and shall cause its officers and members to comply, with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes, and the duly adopted policies and procedures of the TOWN as the governing body of the District.
15. Coordination; Reporting. The FIRE DEPARTMENT shall designate, in writing, a corporate officer as its primary contact for the TOWN. Such officer, or his or her designee, shall (i) meet with the TOWN Supervisor or TOWN Board, upon reasonable request, to discuss the provision of services, operational needs, and any issues arising under this Agreement; and (ii) provide to the TOWN such periodic written reports (for example, monthly or quarterly call reports) as the TOWN may reasonably request concerning incidents, response statistics, training activities, and other relevant information, consistent with the FIRE DEPARTMENT's recordkeeping obligations under applicable law.
16. Independent Contractor. The FIRE DEPARTMENT is and shall at all times be deemed to be an independent contractor and not an officer, employee, agent, joint venturer, or partner of the TOWN. Nothing contained in this Agreement shall be construed as creating

any such relationship. The Parties acknowledge that, notwithstanding such independent status, the FIRE DEPARTMENT is performing a public function for and on behalf of the District under New York TOWN Law § 184. The FIRE DEPARTMENT shall be solely responsible for the direction and control of its officers and members and for the payment of all wages, benefits, taxes, and other obligations relating to its personnel.

17. No TOWN Employee Benefits. Neither the FIRE DEPARTMENT nor its officers, members, or employees shall be entitled to any benefits afforded to TOWN employees by reason of this Agreement, including, without limitation, membership in the New York State and Local Retirement System through the TOWN, health insurance benefits provided by the TOWN, or paid leave benefits, except to the extent that any individual may separately qualify for such benefits in a different capacity unrelated to this Agreement.
18. Records; FOIL; Audit and Inspection; Legal Compliance. The FIRE DEPARTMENT shall maintain complete and accurate books and records relating to the provision of services under this Agreement and shall comply with all applicable requirements concerning (i) the Freedom of Information Law and records retention; (ii) audit and inspection rights of the TOWN, the New York State Comptroller, and other governmental entities having audit authority by law; (iii) conflicts of interest under Article 18 of the New York General Municipal Law and the TOWN's Code of Ethics; (iv) non-discrimination and equal employment opportunity under applicable federal, state, and local law; and (v) the New York Labor Law, including prevailing wage requirements if applicable. The FIRE DEPARTMENT shall promptly disclose any actual, potential, or perceived conflict of interest to the TOWN Supervisor and TOWN Attorney, and shall cooperate with the TOWN in responding to FOIL requests and other lawful requests for records relating to this Agreement.
19. Notices.
  - 19.1. Notices. Any notice, demand, request, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when (i) personally delivered; (ii) sent by nationally recognized overnight courier, delivery charges prepaid; or (iii) deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties as follows (or to such other address as a Party may designate by notice in accordance with this Section):

If to the TOWN:

Town of Putnam Valley  
Attn: Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Email: [ajolicoeur@putnamvalley.gov](mailto:ajolicoeur@putnamvalley.gov)

With a copy to:

Town of Putnam Valley  
Attn: Town Clerk  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Email: [mstephens@putnamvalley.gov](mailto:mstephens@putnamvalley.gov)

If to the FIRE DEPARTMENT:

Putnam Valley Volunteer Fire Department, Inc.  
Attn: President  
P.O. Box 21  
Putnam Valley, New York 10579  
Email: [president@putnamvalleyfire.com](mailto:president@putnamvalleyfire.com)

20. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Putnam County, New York, or, if federal jurisdiction is appropriate, in the United States District Court for the Southern District of New York, and each Party hereby submits to the personal jurisdiction of such courts and waives any objection based on forum non conveniens or improper venue.
21. Assignment. The FIRE DEPARTMENT shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, duty, or interest herein, nor subcontract the performance of any substantial portion of its obligations hereunder, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion, subject to applicable law. Any purported assignment or subcontract in violation of this Section shall be null and void.
22. Severability; Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect, provided that the essential

purpose of this Agreement is not thereby frustrated. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

23. Entire Agreement; Amendment. This Agreement (including any exhibits or schedules attached hereto and incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, negotiations, and representations, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by duly authorized representatives of both Parties and, where required, approved by resolution of the TOWN Board.
24. Execution; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile, scanned, or other electronic signatures shall be deemed original signatures for all purposes. The individuals signing this Agreement on behalf of their respective Parties represent and warrant that they are duly authorized to do so and to bind such Party.

PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT

By: \_\_\_\_\_  
James Apostolico, President

TOWN OF PUTNAM VALLEY

By: \_\_\_\_\_  
Alison Jolicoeur, Town Supervisor

Exhibit "A"

Facilities and Equipment to be Provided by FIRE DEPARTMENT

Locations:

1. 710 Peekskill Hollow Road
2. 12 Canopus Hollow Road or 216 Oscawana Lake Road

Equipment:

710 Peekskill Hollow Road:

One (1) or more engines, brush truck, utility and rescue ATV

12 Canopus Hollow Road or 216 Oscawana Lake Road:

2 or more engines, heavy rescue, brush truck and utility.

Exhibit "B"

Certificate of Insurance

TOWN OF PUTNAM VALLEY CONTRACT WITH PUTNAM VALLEY VOLUNTEER  
FIRE DEPARTMENT FOR THE YEAR 2026 WITH AUTOMATIC RENEWAL TERMS  
THROUGH 2030

This AGREEMENT is made this \_\_\_\_ day of January 2026, effective as of January 1, 2026 and ending December 31, 2026, by and between the TOWN of Putnam Valley, a municipal corporation being a political subdivision of the State of New York, having its principal office in the TOWN of Putnam Valley, Putnam County, New York, on behalf of the Putnam Valley Fire Protection District, hereinafter called the "TOWN" and the Putnam Valley Volunteer Fire Department, Inc., a duly incorporated volunteer fire department, a not for profit corporation with its principal offices in the TOWN of Putnam Valley, Putnam County, New York, hereinafter called the "FIRE DEPARTMENT".

WITNESSETH:

WHEREAS, the TOWN, in order to protect the lives and property of the people of the TOWN of Putnam Valley and provide for their personal safety, has heretofore in accordance with law, duly established a fire protection district encompassing the entire TOWN, known as the PUTNAM VALLEY FIRE PROTECTION DISTRICT, and

WHEREAS, the FIRE DEPARTMENT is a duly incorporated not-for-profit corporation in good standing under the laws of the State of New York;

WHEREAS, New York Town Law § 194 provides that except as provided in paragraph (b) thereof:

“prior to commencing the negotiation process for a contract with an incorporated fire company, the incorporated fire company shall file with the town board a statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs (collectively the “Estimated Costs”). If the fire company is required to prepare any of the following documents (the “Supporting Documents”), copies shall be included with the statement:

- (1) the fire company's most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;
- (2) the fire company's most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;
- (3) the fire company's most recent internal revenue service form 990; and
- (4) the fire company's most recent annual report pursuant to section thirty-a of the general municipal law.

WHEREAS, Town Law § 184 further provides in pertinent part as follows:

- (I) that such contract shall not be entered into until a public hearing has been held by the town board. Notice of the hearing shall be published at least once in at least one newspaper having general circulation in the district. The notice shall specify the time when and place where the hearing will be held, and describe in general terms the proposed contract. The first publication shall be at least ten days prior to the day specified for the hearing;
- (II) that except as provided in subdivision four of this section, the term of the contract shall be for a definite period of time, but in no event shall the term exceed five years;
- (III) that the contract year or years in all such contracts entered into after the year nineteen hundred sixty shall terminate on December thirty-first;
- (IV) that the contract may be for an original term of one calendar year or less and provide that it shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further public hearing unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in that year. The term of any such contract, including renewals, shall not exceed five years, but the contract may provide that there shall be less than four such renewals.
- (V) that if the ... fire department ... which is to furnish the service under such a contract is not a fully paid department ... the [Town Board], upon the request of the department .... shall terminate the contract;

- (VI) that any such contract may provide that in the month of July of each year in which such a renewal could occur the town clerk of the town in which the fire protection district or the major portion thereof is located shall notify the President of the fire department ... which is to furnish the service under the contract that the contract shall be deemed renewed on the same basis for a further full term of one calendar year unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in such year;
- (VII) that the contract shall specify a definite sum to be paid each year for all of the services to be rendered thereunder

WHEREAS, prior to the execution of this Agreement, the FIRE DEPARTMENT has furnished to the TOWN Board of the TOWN ("TOWN Board") a written statement setting forth the Estimated Costs together with the Supporting Documents;

WHEREAS, such statement of Estimated Costs and Supporting Documents have been duly filed with the TOWN Clerk;

WHEREAS, notice of a public hearing with respect to the proposed contract was published on January \_\_\_\_\_ 2026 in a newspaper having general circulation in the district, on January \_\_\_\_\_, 2026 specifying that the public hearing would be held on January \_\_\_\_ 2026;

WHEREAS, such notice was published at least ten (10) days prior to the scheduled public hearing;

WHEREAS, the public hearing was held on January \_\_\_\_ 2026;

WHEREAS, the TOWN has determined that approval of the Contract is a Type II Action under SEQRA in that it involves routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; See, 6 NYCRR 617.5

WHEREAS, the TOWN Board passed a resolution on January \_\_\_\_\_ 2026 determining that the Estimated Costs presented by the FIRE DEPARTMENT is fair, reasonable, and necessary for the provision of fire protection services within the District, approving the TOWN entering into this Agreement and authorizing the TOWN Supervisor to execute same;

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT and the FIRE DEPARTMENT desires to contract with the TOWN for the FIRE DEPARTMENT to furnish fire protection within the District in accordance with New York Town Law § 184;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The FIRE DEPARTMENT agrees to furnish fire protection to the entire TOWN of Putnam Valley for a period of one (1) year beginning January 1, 2026 and up to and including December 31, 2026. Said fire protection is to be furnished by the FIRE DEPARTMENT to the TOWN and to all of its inhabitants within the area described herein upon the terms and conditions set forth herein.
2. For purposes of this Agreement: “Initial Term” means the period commencing on January 1, 2026 and ending on December 31, 2026; “Renewal Term” means each successive one (1) year renewal period following the Initial Term, as provided in this Agreement; and “Term” means the Initial Term and, if applicable, any Renewal Term(s) during which this Agreement remains in effect.
3. The FIRE DEPARTMENT shall at all times during the life and term of this agreement be subject to and shall respond for attendance at any and all fires occurring in said area as outlined in this agreement.
4. When notified by alarm or telephone call or other means of a fire within the district, the FIRE DEPARTMENT shall respond and attend to the fire diligently, without delay, with suitable and appropriate personnel and equipment and shall act and attempt in every reasonable way to extinguish the fire and save and preserve life and property in connection therewith.
5. The FIRE DEPARTMENT shall continually review and evaluate the qualifications, equipment, and operational capabilities of the FIRE DEPARTMENT such that the FIRE DEPARTMENT remains capable of providing adequate and reliable fire protection services to the District;
6. The FIRE DEPARTMENT shall maintain the personnel, facilities and equipment set forth on Exhibit “A” attached hereto and made a part hereof and shall notify the TOWN in writing if there is a reduction or material alteration of the facilities and equipment listed.

Upon such reduction, there will be a reduction commensurate in the compensation payable hereunder.

7. The TOWN shall provide and pay for Workers' Compensation Volunteer Firemen's Benefits for the benefit of FIRE DEPARTMENT personnel.
8. The FIRE DEPARTMENT will obtain and maintain in force throughout the term of this contract adequate and suitable public liability and property damage insurance policies, including automobile, for the benefit and protection of the said FIRE DEPARTMENT. Such policies shall also name the TOWN as an additional insured, and a certificate(s) of insurance, suitably endorsed, shall be delivered to the Supervisor of the TOWN of Putnam Valley upon the signing of this contract and shall remain in the custody of the TOWN Clerk. A copy of the certificate of insurance is attached hereto and made a part hereof as Exhibit "B".

8A. Indemnification. To the fullest extent permitted by law, the FIRE DEPARTMENT shall indemnify, defend, and hold harmless the TOWN, the District, and their respective officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs of defense) arising out of, resulting from, or in connection with (i) the FIRE DEPARTMENT's performance or failure to perform its obligations under this Agreement; (ii) any negligent, reckless, or willful acts or omissions of the FIRE DEPARTMENT or its officers, members, employees, agents, or volunteers in the course of providing services under this Agreement; or (iii) any breach of this Agreement by the FIRE DEPARTMENT. This indemnification obligation shall not apply to claims to the extent arising from the contributory negligence or sole misconduct of the Indemnified Parties. The FIRE DEPARTMENT's indemnification obligations under this Section shall be supported by and consistent with the insurance coverage required under Section 8 above, but shall not be limited to the amount or scope of such insurance coverage.

9. Compensation.

- 9.1. Initial Term. The TOWN shall pay the FIRE DEPARTMENT for the Initial Term, the total sum of One Million Three Hundred Seventy-Three Thousand One Hundred Dollars (\$1,373,100.00), payable in two (2) installments as follows: (a) Three

Hundred Forty-Three Thousand Two Hundred Seventy-Five Dollars (\$343,275.00), representing twenty-five percent (25%) of the total amount for the Initial Term, due and payable on or before February 1, 2026 in such Initial Term; and (b) One Million Twenty-Nine Thousand Eight Hundred Twenty-Five Dollars (\$1,029,825.00), representing seventy-five percent (75%) of the total amount for the Initial Term due and payable on or before March 15, 2026.

- 9.2. Renewal Term. The compensation for each Renewal Term shall increase by two percent (2%) over the immediately preceding Initial Term or Renewal Term, as the case may be, subject to: (i) the FIRE DEPARTMENT providing a statement of Estimated Costs at least thirty (30) days prior to the commencement of such Renewal Term verifying the need for the increase; and (ii) the TOWN determining in its discretion that such increase is fair, reasonable, and necessary. Payments in each such Renewal Term shall be made in two (2) installments following the same schedule set forth in Section 9.1: 25% due on or before February 1 and 75% due on or before March 15 of the Renewal Term.
10. This Agreement shall automatically renew for successive one (1) year terms (each such term a "Renewal Term"), with each Renewal Term commencing on January 1 and ending on December 31, unless terminated in accordance with this provision. The total term of this Agreement, including the Initial Term and all Renewal Terms, shall not exceed five (5) years, in accordance with New York Town Law § 184.
11. Either party may elect to terminate this Agreement at the end of the Initial Term or any Renewal Term, as the case may be, by providing written notice to the other party on or before the twentieth (20th) day of August of such Initial Term or Renewal Term, as the case may be, in which termination is desired, with such termination to be effective on December 31st of that Initial Term or Renewal Term, as the case may be. In the month of July of the Initial Term or Renewal Term, as the case may be, in which a renewal could occur, the TOWN Clerk shall give notice (each a "Renewal Notice") to the President of the FIRE DEPARTMENT that the Agreement shall be deemed renewed on the same basis for a further full Renewal Term of one (1) calendar year unless one of the contracting parties provides written notice of termination as set forth herein. In the event that the Town Clerk fails to give a Renewal Notice with respect a given Renewal Term and neither party provides written notice of termination as set forth herein, then this Agreement shall be deemed to be renewed for such Renewal Term.

12. The parties acknowledge that the compensation set forth in this Agreement is a fixed sum for the contract term as required by New York TOWN Law § 184. Notwithstanding the foregoing, in the event that any unfunded mandates are imposed by OSHA, PESH, NFPA, the Office of Fire Prevention and Control, or any other federal, state, or local governmental or regulatory body that materially increase the FIRE DEPARTMENT's costs of providing fire protection services under this Agreement during the applicable Initial Term or Renewal Term, as the case may be, the FIRE DEPARTMENT shall have the right to request an amendment to the compensation payable hereunder. Any such request shall be submitted in writing to the TOWN Board with reasonable documentation of the nature of the mandate and the estimated additional costs. The TOWN Board, in its sole discretion and subject to appropriation and any required public hearing or other procedures under applicable law, may approve an amendment to this Agreement to provide additional compensation, but shall have no obligation to do so.
13. Continuous Coverage. The FIRE DEPARTMENT shall use its best efforts to provide continuous and adequate fire protection services within the District, twenty-four (24) hours per day, seven (7) days per week, throughout the Term.
14. Compliance with Law and Policies. In performing services under this Agreement, the FIRE DEPARTMENT shall comply, and shall cause its officers and members to comply, with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes, and the duly adopted policies and procedures of the TOWN as the governing body of the District.
15. Coordination; Reporting. The FIRE DEPARTMENT shall designate, in writing, a corporate officer as its primary contact for the TOWN. Such officer, or his or her designee, shall (i) meet with the TOWN Supervisor or TOWN Board, upon reasonable request, to discuss the provision of services, operational needs, and any issues arising under this Agreement; and (ii) provide to the TOWN such periodic written reports (for example, monthly or quarterly call reports) as the TOWN may reasonably request concerning incidents, response statistics, training activities, and other relevant information, consistent with the FIRE DEPARTMENT's recordkeeping obligations under applicable law.
16. Independent Contractor. The FIRE DEPARTMENT is and shall at all times be deemed to be an independent contractor and not an officer, employee, agent, joint venturer, or partner of the TOWN. Nothing contained in this Agreement shall be construed as creating

any such relationship. The Parties acknowledge that, notwithstanding such independent status, the FIRE DEPARTMENT is performing a public function for and on behalf of the District under New York TOWN Law § 184. The FIRE DEPARTMENT shall be solely responsible for the direction and control of its officers and members and for the payment of all wages, benefits, taxes, and other obligations relating to its personnel.

17. No TOWN Employee Benefits. Neither the FIRE DEPARTMENT nor its officers, members, or employees shall be entitled to any benefits afforded to TOWN employees by reason of this Agreement, including, without limitation, membership in the New York State and Local Retirement System through the TOWN, health insurance benefits provided by the TOWN, or paid leave benefits, except to the extent that any individual may separately qualify for such benefits in a different capacity unrelated to this Agreement.
18. Records; FOIL; Audit and Inspection; Legal Compliance. The FIRE DEPARTMENT shall maintain complete and accurate books and records relating to the provision of services under this Agreement and shall comply with all applicable requirements concerning (i) the Freedom of Information Law and records retention; (ii) audit and inspection rights of the TOWN, the New York State Comptroller, and other governmental entities having audit authority by law; (iii) conflicts of interest under Article 18 of the New York General Municipal Law and the TOWN's Code of Ethics; (iv) non-discrimination and equal employment opportunity under applicable federal, state, and local law; and (v) the New York Labor Law, including prevailing wage requirements if applicable. The FIRE DEPARTMENT shall promptly disclose any actual, potential, or perceived conflict of interest to the TOWN Supervisor and TOWN Attorney, and shall cooperate with the TOWN in responding to FOIL requests and other lawful requests for records relating to this Agreement.
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  - 19.1. Notices. Any notice, demand, request, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when (i) personally delivered; (ii) sent by nationally recognized overnight courier, delivery charges prepaid; or (iii) deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties as follows (or to such other address as a Party may designate by notice in accordance with this Section):

If to the TOWN:

Town of Putnam Valley  
Attn: Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Email: [ajolicoeur@putnamvalley.gov](mailto:ajolicoeur@putnamvalley.gov)

With a copy to:

Town of Putnam Valley  
Attn: Town Clerk  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Email: [mstephens@putnamvalley.gov](mailto:mstephens@putnamvalley.gov)

If to the FIRE DEPARTMENT:

Putnam Valley Volunteer Fire Department, Inc.  
Attn: President  
P.O. Box 21  
Putnam Valley, New York 10579  
Email: [president@putnamvalleyfire.com](mailto:president@putnamvalleyfire.com)

20. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Putnam County, New York, or, if federal jurisdiction is appropriate, in the United States District Court for the Southern District of New York, and each Party hereby submits to the personal jurisdiction of such courts and waives any objection based on forum non conveniens or improper venue.
21. **Assignment.** The FIRE DEPARTMENT shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, duty, or interest herein, nor subcontract the performance of any substantial portion of its obligations hereunder, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion, subject to applicable law. Any purported assignment or subcontract in violation of this Section shall be null and void.
22. **Severability; Waiver.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect, provided that the essential

purpose of this Agreement is not thereby frustrated. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

23. Entire Agreement; Amendment. This Agreement (including any exhibits or schedules attached hereto and incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, negotiations, and representations, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by duly authorized representatives of both Parties and, where required, approved by resolution of the TOWN Board.
24. Execution; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile, scanned, or other electronic signatures shall be deemed original signatures for all purposes. The individuals signing this Agreement on behalf of their respective Parties represent and warrant that they are duly authorized to do so and to bind such Party.

PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT

By: \_\_\_\_\_  
James Apostolico, President

TOWN OF PUTNAM VALLEY

By: \_\_\_\_\_  
Alison Jolicoeur, Town Supervisor

Exhibit "A"

Facilities and Equipment to be Provided by FIRE DEPARTMENT

Locations:

1. 710 Peekskill Hollow Road
2. 12 Canopus Hollow Road or 216 Oscawana Lake Road

Equipment:

710 Peekskill Hollow Road:

One (1) or more engines, brush truck, utility and rescue ATV

12 Canopus Hollow Road or 216 Oscawana Lake Road:

2 or more engines, heavy rescue, brush truck and utility.

Exhibit "B"

Certificate of Insurance

7

01/22/2026

To: Town Board  
From: Michelle Stephens  
Town Clerk  
Subject: Approval of Minutes – November 12<sup>th</sup>, November 19<sup>th</sup>, 2025, and  
January 7<sup>th</sup>. 2026

I respectfully request that the Putnam Valley Town Board authorize the Supervisor to accept the Town Board meeting minutes from November 12<sup>th</sup> & November 19<sup>th</sup>, and 2025, and January 7<sup>th</sup>, 2026

Thank you,  
Michelle Stephens  
Town Clerk

8a

To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: January refunds 2026

|                                                                |                                            |
|----------------------------------------------------------------|--------------------------------------------|
| Dana Weisholz<br>14 Lakeview Drive<br>Lake Peekskill, NY 10537 | \$500.00<br>LPCC<br>Partial deposit refund |
| Maria Rodriguez<br>8 Floradan Road<br>Putnam Valley, NY 10579  | \$500.00<br>LPCC<br>Deposit refund         |
| Edgar Martinez<br>4 South Street<br>Putnam Valley, NY 10579    | \$500.00<br>LPCC<br>Deposit refund         |

86

From: Frank DiMarco, Parks and Recreation

Subject: Personnel

Date: January 1, 2026

Please approve the following additions/changes to personnel.

1. Andrew Salustri, Day Camp office hours @ \$23.00 hr. (NTE 100 hours)
2. Eliana Broccolo, PVCC Childcare Assistant 1, @ \$18.00 hr.

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

qa

David Conklin  
General Foreman

(845) 526-3333 phone  
(845) 526-4729 fax

Margaret Bradley  
Senior Clerk Typist

Hours of operation:  
7:00 AM - 3:30 PM

Sarah Caporale  
Assistant Clerk

Town of Putnam Valley Highway Department

DATE: January 20, 2026

MEMORANDUM

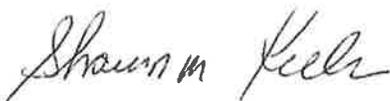
TO: Alison Jolicouer  
Members of the Town Board

FROM: Shawn M. Keeler

RE: New Laborer

Please appoint Matthew Goldberg, of 66 Maple Row, Crompond, NY 10517, to the position of full-time laborer at the probationary rate of \$34.56 effective February 2, 2026. He replaces Brian Scharff, who was promoted to Truck Driver on January 5, 2026.

Sincerely,



Shawn M. Keeler

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

96

David Conklin  
General Foreman

(845) 526-3333 phone  
(845) 526-4729 fax

Margaret Bradley  
Senior Clerk Typist

Hours of operation:  
7:00 AM - 3:30 PM

Sarah Caporale  
Assistant Clerk

Town of Putnam Valley Highway Department

DATE:

MEMORANDUM

TO: Alison Jolicoeur  
Members of the Town Board

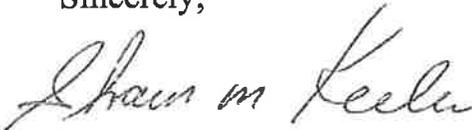
FROM: Shawn M. Keeler

RE: Snow plow rider for 2026 winter season

Please appoint the following as laborer/snow plow riders for the 2026 snow season at the rate of \$18.00 per hour with no benefits. Snow plow riders may be used during this period as laborers if the need arises.

Christopher Krapish  
Eric Nania

Sincerely,



Shawn M. Keeler



10

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Lake Oscawana Management Advisory Committee (LOMAC)  
DATE: January 23, 2026

---

RESOLVE, that the Town Board re-appoint Jeffrey Coren as a member of LOMAC for the term 1/1/2026 through 12/31/28.

11a

TOWN OF PUTNAM VALLEY DISTRICTS

To: Putnam Valley Town Board
From: Karen Kroboth, District Clerk
Date: 1/23/2026
Re: 2026 EverBlue Lakes Contract

I respectfully request that the Town Board authorize the Supervisor to accept and sign the attached 2026 Contract for Services from EverBlue Lakes for lake management services in Lake Peekskill.

This contract serves solely to confirm pricing and the terms under which EverBlue Lakes may provide services during the 2026 season. Execution of this agreement does not obligate the Town of Putnam Valley to purchase any services. It simply establishes agreed-upon pricing and conditions. Any services will be ordered only at the discretion of the Town, and EverBlue Lakes will provide such services subject to adequate notice, labor availability, and material lead times as outlined in the agreement.

Services available for purchase under the contract include:

- Ultrasonic Algae Technology Plan
- 2026 Lease - Solarraft Double Unit \$6,450
- 2026 Lease - Solarraft Single Unit \$5,975
- 2026 Lease - Grid-Powered unit \$2,790
Peroxide Algaecide Treatment for Beach Areas
- Product Cost per Treatment: \$2,250
- Product Application: \$650
- NYS DEC Permit Process: \$900
Aeration System Services
- Compressor Rebuild: \$6,000- \$7,200
- Aeration System Maintenance: \$12,750
Water Quality Monitoring
- Annual Cost: \$6,375
Additional Optional Services
- Bottom Hardness Scanning \$2,500
- Bathymetric mapping \$2,500

The Lake Peekskill Improvement District will select from the above services as needed, with total expenditures not to exceed \$35,000, and the district will cover all associated costs.

**Date: December 16, 2025**

**To:** Town of Putnam Valley  
ATN: Karen Kroboth

**From:** John Tucci  
President, EverBlue Lakes

**Project:** Proposal for Lake Peekskill 2026

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## **Situation Review**

The past few seasons have been challenging for Lake Peekskill for blue-green algae despite significant effort on watershed improvements and utilization of the limited in-lake treatment options permissible in the State of New York.

However, in 2025, EverBlue Lakes supported the pilot testing of Hydro Biosciences Ultrasonic Algae Control Technology for suppressing blue-green algae growth. The three-month pilot test corresponded to:

- A 30% reduction in Total Phosphorus in Lake Peekskill
- A 38% reduction in Ortho Phosphate
- A 72% average reduction in CyanoFlour blue-green algal pigment in the water column
- A 70% average reduction in blue green algae cell counts

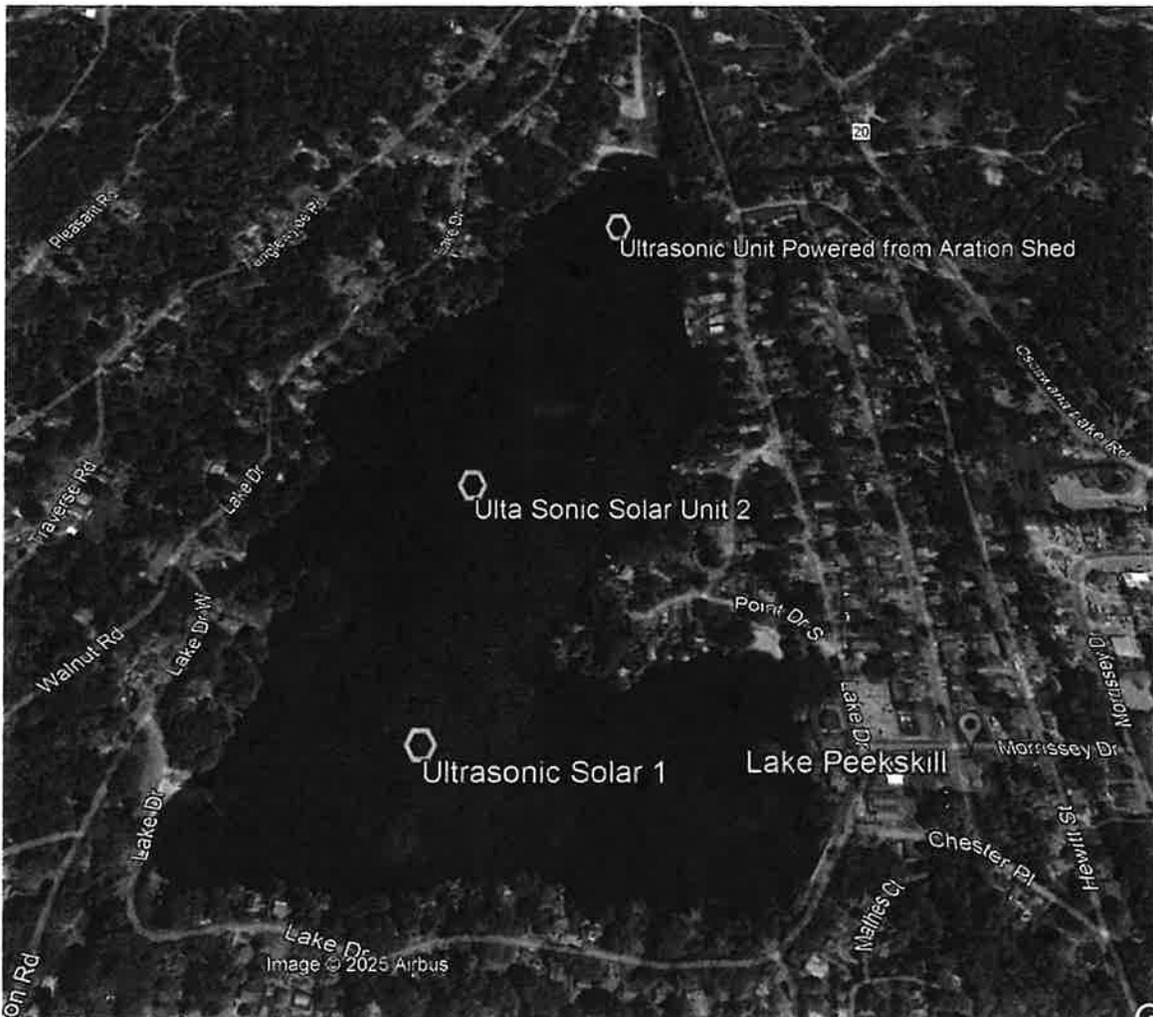
These results are very strong evidence of the treatment impact of the Ultrasonic Technology. Especially considering that project piloted only one unit for the lake when a deployment of 2 – 3 units would be recommended for optimal lake-wide results.

Based on the pilot, EverBlue Lakes is recommending that Lake Peekskill move forward with this technology for 2026. EverBlue Lakes will offer Lake Peekskill this technology in 2026 on an annual lease basis. This will enable the Town of Putnam Valley to continue the testing and deployment of this technology without the need to make a large capitol purchase of the equipment before being certain that it can deliver a substantial lake-wide benefit through the main part of the lake and swimming season.

## **Ultrasonic Algae Technology Plan for Lake Peekskill 2026**

EverBlue Lakes has worked with Hydro BioSciences, developer of the technology, to formulate a plan for Lake Peekskill to optimize results in 2026 lake-wide and particularly at all three beach sites around the lake.

## Lake Peekskill Ultrasonic Layout Recommendation 2026



The proposed layout is designed to deliver overlapping treatment zones from the three proposed units while also concentrating treatment around the three swimming beaches on the lake.

**In addition, we are recommending a very innovative configuration for the unit deployed in the deepest part of the lake. This unit will have 2 transducers powered by one solar raft. One placed within 3 feet of the surface and a second transducer placed approximately 8 feet down. This will double the treatment for this unit and penetrate the ultrasonic treatment deeper into the water column to better suppress the “deep water” algae factory in the lake.**

Finally, inclusion of a grid powered unit in the North Beach area will deliver the same treatment benefit of the Solar Units at a substantially lower cost. This is possible because of the close proximity of the power located in the Aeration Shed building in the North Beach area.

This unit is DC powered with very low energy and is very safe for application and deployment in the lake.

Under this plan, Lake Peekskill will get the benefit of four Ultrasonic Solar Units for the less than the lease cost of three Solar Ultrasonic Units.

**Program Costs**

|                                               |                 |
|-----------------------------------------------|-----------------|
| • 2026 Lease for 1 Solaraft Units Double Unit | \$6,450         |
| • 2026 Lease for 1 Solaraft Single Unit       | \$5,975         |
| • 2026 Lease for 1 Grid powered unit          | \$2,790         |
| <b>Total for 2026 Season</b>                  | <b>\$15,310</b> |

|                                                                                                                      |                                                                                                                       |
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| <p>Agreed to By:</p> <p>Name:</p> <p>Town of Putnam Valley</p> <p>Title:</p> <p>_____</p> <p>Signed</p> <p>Date:</p> | <p>Agreed to By:</p> <p>Name: John Tucci<br/>President<br/>EverBlue Lakes</p> <p>_____</p> <p>Signed</p> <p>Date:</p> |
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**Peroxide Algaecide Treatment for Beach Areas**

EverBlue has identified a combined 12-acre treatment area around the three beach areas with a total treatment volume of approximately 40 acre feet.

Our approach would utilize a combination of Green Clean Pro liquid hydrogen peroxide algaecide For treating these areas as needed. We are confident that the ultrasonic technology is the best option for keeping the lake and beaches clear in 2026, however, occasional spot treatment might be needed depending on nutrient loading, temperatures and wind action.

We would anticipate a much more sustained result from these treatments because the ultrasonic technology will be treating the lake systemically to get any algae outbreaks under control

- ½ gallon per acre foot of Green Clean 5.0 for a total of 20 gallons per treatment.

**Treatment Cost:**

- **Product Cost \$2,250 per treatment**
  - \$50 per gallon Green Clean 5.0
- **Product Application: \$650**
- **NYS DEC Permit Process \$900 - \$450 permit fee plus EverBlue processing fee.**

**Notes:**

- Treatment rates quoted are for maximum recommended treatment for all three beach areas combined.
- Lower dose treatments are likely based on conditions at each beach.
- Price per treatment will reflect actual product used per treatment.

|                                                                                                               |                                                                                                                      |
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| <p>Agreed to By:</p> <p>Name:</p> <p>Town of Putnam Valley</p> <p>Title:</p> <hr/> <p>Signed</p> <p>Date:</p> | <p>Agreed to By:</p> <p>Name: John Tucci</p> <p>President</p> <p>EverBlue Lakes</p> <hr/> <p>Signed</p> <p>Date:</p> |
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**Aeration System Compressor Rebuild**

The Aeration Compressor owned by the Town of Putnam Valley failed during the 2025 season. EverBlue Lakes installed a spare compressor owned by EverBlue Lakes to ensure continuity through the treatment season.

The Putnam Valley Compressor needs to be rebuilt and reinstalled over the winter. EverBlue Lakes can have the unit rebuilt and will reinstall it at or soon after start up in 2026.

**Estimated rebuild cost: \$6,000 – \$7,200**

|                                                                                                                      |                                                                                                                             |
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| <p>Agreed to By:</p> <p>Name:</p> <p>Town of Putnam Valley</p> <p>Title:</p> <p>_____</p> <p>Signed</p> <p>Date:</p> | <p>Agreed to By:</p> <p>Name: John Tucci</p> <p>President</p> <p>EverBlue Lakes</p> <p>_____</p> <p>Signed</p> <p>Date:</p> |
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**Aeration System Maintenance**

EverBlue currently services multiple lake aeration systems in the area and has the equipment and manpower to deliver a much higher level of service and support to ensure optimal operation and performance from the installed system in Lake Peekskill.

Our service package would include:

- System start-up and full compressor maintenance.
- 3 Diffuser inspections and cleanings per season. Each diffuser will be pulled to the surface and power washed. Cleaning on this schedule results in a 15 – 20 improvement of efficiency.
- 48- hour response time on any reported issues between cleanings.
- Summer Compressor maintenance. A mid-season oil and filter change increases the life expectancy of the compressor technology.
- System winterization and shut down.

In addition, we can provide quotes for additional sound reduction and any required repairs as issues emerge. We have installed multiple systems with the exact same compressor technology, controller technology and diffusers.

**Annual Service Contract Cost**

**\$12,750 per year**

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| Agreed to By:<br><br>Name:<br><br>Town of Putnam Valley<br>Title:<br><br><hr/> Signed<br><br>Date: | Agreed to By:<br><br>Name: John Tucci<br>President<br>EverBlue Lakes<br><br><hr/> Signed<br><br>Date: |
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**Water Quality Monitoring**

EverBlue has a Masters Degreed Aquatic Biologist on staff and is fully equipped to provide water quality monitoring services for Lake Peekskill. Our recommended program would include the following.

Monthly sampling from May through September for the following parameters:

- **Dissolved Oxygen:** Top Middle Bottom 2 sites.
- **Total Phosphorus:** Top Middle Bottom 2 sites.
- **Ortho Phosphate:** Top Middle Bottom 2 sites.
- **Total Nitrogen:** Top Middle Bottom 2 sites.
- **Nitrate and Nitrite:** Top Middle Bottom 2 sites.
- **In-Situ Algal Fluorescence:** one sample per site. This provides immediate data on chlorophyll a levels and Phycocyanin levels. Using this instrument, we can assess the risk or current level of blue-green algal bloom conditions.
- **Algal Community assessment:** One sample 2 sites
- **Sediment Organic Content:** 5 sites done 2 times per season.
- **Sediment Phosphorus:** 5 sites done 2 times per season.

**Program Cost: \$6,375**

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**Additional Optional Services**

- **Bottom Hardness Scanning using BioBase Scanning Technology** **\$2,500**
- **Bathymetric mapping** **\$2,500**

|                                                                                                                                        |                                                                                                                                           |
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| Agreed to By:<br><br>Name:<br><br>Town of Putnam Valley<br>Title:<br><br><hr style="width: 80%; margin-left: 0;"/> Signed<br><br>Date: | Agreed to By:<br><br>Name: John Tucci<br>President<br>EverBlue Lakes<br><br><hr style="width: 80%; margin-left: 0;"/> Signed<br><br>Date: |
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Regards,

John Tucci  
 President  
 EverBlue Lakes

[www.everbluelakes.com](http://www.everbluelakes.com)

*Keep Lakes Natural*

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TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk *KK*  
**Date:** 1/13/2026  
**Re:** Authorization to go out for public bid for District Grass Cutting 2026

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I respectfully request the Town Board's authorization to issue a public bid for grass-cutting services on District properties for the 2026 season.



12a

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Municipal Parks & Recreation Grants Program  
DATE: January 23, 2026

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RESOLVE, that the Town Board approve the submission of an application for the Municipal Parks and Recreation Grants Program, which would be applied, if successful, to construct a multigenerational hiking trail that offers ADA-compliant features.

**RESOLUTION NO. [ ]**

**RESOLUTION AUTHORIZING THE TOWN OF PUTNAM VALLEY TOWN BOARD TO APPROVE THE SUBMISSION OF THE MUNICIPAL PARKS AND RECREATION GRANTS PROGRAM APPLICATION**

**WHEREAS**, the Town of Putnam Valley is committed to seeking funding opportunities that support and enhance recreational parks and trails throughout the community; and

**WHEREAS**, the Municipal Parks and Recreation Grant Program is available through the NYS Office of Parks, Recreation, and Historic Preservation to provide financial assistance for the construction of recreational facilities and other improvements to municipal recreational sites and parks; and

**WHEREAS**, the Town of Putnam Valley Town Board has determined that applying for this grant is in the best interest of the Town and its residents as it aligns with the Town’s strategic goals and objectives; and

**WHEREAS**, the NYS Office of Parks, Recreation, and Historic Preservation will fund up to 90% of the total project cost, and the Town of Putnam Valley will provide the required 10% match of the total project cost, consisting of local funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Putnam Valley Town Board hereby authorizes and approves the submission of the Municipal Parks and Recreation Grant Program application to the NYS Office of Parks, Recreation, and Historic Preservation to construct a multigenerational hiking trail that offers ADA-compliant features; and

**BE IT FURTHER RESOLVED**, that the Town Supervisor is authorized to execute any and all necessary documents related to the submission of the grant application and to take all necessary actions to effectuate the intent of this resolution; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately on this \_\_\_\_ of \_\_\_\_\_, 2026.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Town Supervisor

\_\_\_\_\_  
Town Clerk



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**ALISON JOLICOEUR**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Local Government Efficiency Grant Program Application  
DATE: January 23, 2026

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RESOLVE, that the Town Board approve the submission of an application for the Local Government Efficiency Grant Program, which would be applied, if successful, to explore the feasibility of constructing a water/sewer supply system for the Putnam Valley business hamlet and surrounding residential community in a proposed partnership with the Town of Carmel.

**RESOLUTION NO. [\_\_\_\_]**  
**RESOLUTION AUTHORIZING THE TOWN OF PUTNAM VALLEY TOWN BOARD  
TO APPROVE THE SUBMISSION OF THE LOCAL GOVERNMENT EFFICIENCY  
GRANT PROGRAM APPLICATION**

**WHEREAS**, the Town of Putnam Valley is committed to seeking funding opportunities that support and enhance community development, infrastructure, and municipal services; and

**WHEREAS**, the Local Government Efficiency Grant Program is available through the New York State Department of State to provide financial assistance to expand or develop new local service delivery initiatives that will reduce the cost of current or future municipal operations and incorporate enhanced technologies and processes to modernize the delivery of local services; and

**WHEREAS**, the Town of Putnam Valley Town Board has determined that applying for this grant is in the best interest of the Town and its residents as it aligns with the Town's strategic goals and objectives; and

**WHEREAS**, the New York State Department of State will fund up to 50% of the total project cost, and the Town of Putnam Valley will provide the required 50% match of the total project cost, consisting of local funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Putnam Valley Town Board hereby authorizes and approves the submission of the Local Government Efficiency Grant Program application to the New York State Department of State to explore the feasibility of constructing a water/scwcr supply system for the Putnam Valley business hamlet and surrounding residential community in a proposed partnership with the Town of Carmel; and

**BE IT FURTHER RESOLVED**, that the Town Supervisor is authorized to execute any and all necessary documents related to the submission of the grant application and to take all necessary actions to effectuate the intent of this resolution; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately on this \_\_\_\_\_ of \_\_\_\_\_, 2026.

Adopted: \_\_\_\_\_

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Town Supervisor

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Town Clerk